Commonwealth of Virginia
Virginia Information Technologies Agency

VOICE MAIL SERVICE (VMS)

Optional Use Contract

Date:	May 17, 2007
Contract #:	VA-010821-HI
Authorized User:	State Agencies, Localities, Institutions, and Other Public Bodies
Contractor:	Hello, Inc. 2315 W. Broad Street Waverly, VA 23220
FIN:	54-0461210
Contact Person:	Vivian T. Burton (804) 353-5566
E-Mail Orders to:	vburton@helloinc.com
Term:	May 21, 2007 - September 20, 2007
Payment:	Net 30 days

For Additional Information, Please Contact:

Virginia Information Technologies Agency
Supply Chain Management

Contract Compliance Information:
George Goodman
Phone: 804-371-5990
E-Mail: george.goodman@vita.virginia.gov
Fax: 804-371-5969

For updates, please visit our Website at http://www.vita.virginia.gov/procurement/contracts.cfm

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of $100,000.00 is required for State Agencies and Institutions only.

CONTRACT #VA-010821-HI

CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	Mod 1 extend Term of Contract	6/18/02
2	Mod 2 extends contract term	6/13/03
3	Mod 3 extends contract term and change DIT to VITA	06/28/04
4	Mod 4 extends contract for 6 months	08/21/05
5	Mod 5 extends contract for 1 year	
6	Mod 6 extends contract for 3 months	02/21/07
7	Mod 7 extends contract for 4 months	5/21/07

MODIFICATION # 7
TO
CONTRACT NUMBER VA-010821-HI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
HELLO, INC.

This MODIFICATION #7 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Hello, 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-010821-HI, as modified.

The purpose of this contract is to allow for an extension to the above referenced Contract:

Both of the above referenced parties agree to the following:

Reference: Page C-11 of C-16, Paragraph 34 entitled "Term":

The term of Contract VA-010821-HI shall be extended from May 21, 2007 through September 20, 2007.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-010821-HI 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.

HELLO, INC.	COMMONWEALTH OF VIRGINIA
BY: Vivian T. Burton	BY:
NAME: Vivian T. Burton	NAME: J.B. Edmonds
TITLE: Marketing Mgr.	TITLE: Acquisition Manager
DATE: 5/8/07	DATE: 5/8/07

MODIFICATION # 6
TO
CONTRACT NUMBER VA-010821-HI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
HELLO, INC.

This MODIFICATION #6 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Hello, Inc. hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #6 is hereby incorporated into and made an integral part of Contract VA-010821-HI, as modified.

The purpose of this contract is to allow for an extension to the above referenced Contract:

Both of the above referenced parties agree to the following:

Reference: Page C-11 of C-16, Paragraph 34 entitled "Term":

The term of Contract VA-010821-HI shall be extended from February 21, 2007 through May 20, 2007.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-010821-HI 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.

HELLO, INC

BY: Vivian T. Burton

NAME: Vivian T. Burton

TITLE: Marketing Mgr.

DATE: 1/5/07

COMMONWEALTH OF VIRGINIA

BY:

NAME: J. B. Edmonds

TITLE: Acquisition Manager

DATE: 1/5/07

MODIFICATION #5
TO
CONTRACT NUMBER VA-010821-HI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
Hello, INC.

This MODIFICATION #5 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Hello, Inc., hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #5 is hereby incorporated into and made an integral part of Contract VA-010821-HI (the Agreement), as modified.

The purpose of this Modification #5 is to allow for an extension to the above referenced Contract:

Both parties agree to the following:

The term of the contract is extended under the same terms for the period beginning February 21, 2006 through February 20, 2007.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-010821-HI 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.

HELLO, INC.	COMMONWEALTH OF VIRGINIA
BY: Vivian T. Burton	BY: Doug Crenshaw
NAME: Vivian T. Burton	NAME: Doug Crenshaw
TITLE: Market Area Mgr	TITLE: Strategic Sourcing Manager
DATE: 11/29/05	DATE: 12/6/05

MODIFICATION # 4
TO
CONTRACT NUMBER VA-010821-HI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
HELLO INCORPORATED

This MODIFICATION # 4 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency) and HELLO INCORPORATED, hereinafter referred to as "Contractor", relating to Contract VA-010821-HI, as amended, hereinafter referred to as the "Contract" or "Agreement". This Modification # 4 is hereby incorporated into and made an integral part of the Agreement.

The purpose of this Modification # 4 is to extend the term of the Contract for a six month period.

Reference: Page C-11 of C-16, Paragraph 34 entitled, "Term":

Both of the above referenced parties agree that the term of Contract VA-010821-HI shall be extended from August 21, 2004 through February 20, 2006.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-010821-HI 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.

HELLO INCORPORATED	COMMONWEALTH OF VIRGINIA
BY: V. T. Burton	BY: Joe Parr
NAME: Vivian T. Burton	NAME: Joe A. Parr
TITLE: Market Area Manager	TITLE: Tech Contracts Manager
DATE: 7/18/05	DATE: 7/19/05

MODIFICATION # 3
TO
CONTRACT NUMBER VA-010821-HI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
HELLO INCORPORATED

This MODIFICATION # 3 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency) and HELLO INCORPORATED, hereinafter referred to as "Contractor", relating to Contract VA-010821-HI, as amended, hereinafter referred to as the "Contract" or "Agreement". This Modification # 3 is hereby incorporated into and made an integral part of the Agreement.

The purpose of this Modification # 3 is to extend the term of the Contract for a twelve month period and to acknowledge the name change of DIT.

Reference: Page C-11 of C-16, Paragraph 34 entitled, "Term":

Both of the above referenced parties agree that the term of Contract VA-010821-HI shall be extended from August 21, 2004 through August 20, 2005.

Reference: Page C-5 of C-16, Paragraph 16 entitled, "Changes To The Contract":

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

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-010821-HI 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.

HELLO INCORPORATED	COMMONWEALTH OF VIRGINIA
BY: Vivian T. Burton	BY: Joe A. Parr
NAME: Vivian T. Burton	NAME: Joe A. Parr
TITLE: Market Area Manager	TITLE: Tech Contracts Manager
DATE: 6/22/04	DATE: 6/28/04

06/11/03 14:50:29
Received DIT-ASD

MODIFICATION #2
TO
CONTRACT NUMBER VA-010821-HI
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
HELLO INCORPORATED

This MODIFICATION #2 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and HELLO INCORPORATED, hereinafter referred to as "Contractor", relating to the modification of the above referenced contract. This MODIFICATION #2 is hereby incorporated into and made an integral part of Contract VA-010821-HI.

REFERENCES: Page 3 of 9, Paragraph 4, and Page C-11 of C-16, Paragraph 34 entitled "Term":

Both above referenced parties hereby agree to extend the term of Contract VA-010821-HI as specified in the above references, from August 21, 2003 through August 20, 2004.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-010821-HI 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.

HELLO INCORPORATED	COMMONWEALTH OF VIRGINIA
BY: Vivian T. Burton	BY: Joe Parr
NAME: Vivian T. Burt	NAME: Joe Parr
TITLE: Marketing Manager	TITLE: Tech Contracts Manager
DATE: 6/9/03	DATE: 6/12/03

MODIFICATION #1
TO
CONTRACT NUMBER VA-010821-HI
02 JUN 25 PM 3:52 **BETWEEN THE**
COMMONWEALTH OF VIRGINIA
AND
HELLO INCORPORATED

This MODIFICATION #1 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and HELLO INCORPORATED, hereinafter referred to as "Contractor" relating to the modification of Contract VA-010821-HI, as amended. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-010821-HI.

The purpose of this Modification #1 is to document both parties' agreement concerning Contract renewal.

References: Page 3 of 9, Paragraph 4, and Page C-11 of C-16, Paragraph 34 entitled "Term":

Both above referenced parties do hereby agree to extend the term of Contract VA-010821-HI as specified in the above reference, from August 21, 2002 through August 20, 2003.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-010821-HI 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.

HELLO INCORPORATED	COMMONWEALTH OF VIRGINIA
BY: V. T. Burton	BY:
NAME: Vivian T. Burton	NAME: Robert E. Gleason
TITLE: Market Area Manager	TITLE: Contracts Engineer
DATE: 6/19/02	DATE: June 18, 2002

COMMONWEALTH OF VIRGINIA Department of Information Technology

SOLICITATION, OFFER AND AWARD DATA PROCESSING / TELECOMMICATIONS			FIN: 54046-1210		
1. Contract No:	2. IFB No:	3. Date Issued:	Date Due:	4. APR	5. Approval No:
VA-010821-HI	2001-039	Jul 13, 2001	Aug 7, 2001	104	

For Information Call: Doug Crenshaw (804) 371-5521

6. ISSUING OFFICE:	7. SHIP TO:
Department of Information Technolgy Acquisition Services Division 110 S. 7th Street, Lobby Floor Richmmond, Va. 23219-9300 ATTN: Bid Section	Dept. of Information Technology Ms. Suzanne Piland 110 South 7th Street 1st Floor Richmond VA 23219

SOLICITATION

8. Sealed bid(s) for furnishing the Products and 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 7, 2001.

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

This is an advertised solicitation which consists of (1) the schedule of Products and Services, pages 2 thru 9; (2) the solicitation instructions pages S-1 thru S-3; (3) The Contract Terms and Conditions page C-1 thru C-16; 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 7, 2001, 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.

Paul H. Dodson, Director
Acquisition Services

P H Dodson
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:	10: BILL TO:
Company Name: Hello, Inc. Address: 2315 W. Broad St. City, State: Waverly, Va. 23220 Signature: Vivian T. Burton Name (Typed): Vivian T. Burton Title: Market Area Manager Phone: 353-5566	Dept. of Information Technology Attn: Accounts Payable 110 South 7th Street, 3rd Floor Richmond, VA 23219

AWARD

11. Accepted as to Item Numbers:	12. Amount:	13. Award Date:
All	PER ORDERS	8/21/01

14. Name of Contracting Officer:	15. COMMONWEALTH OF VIRGINIA	PAGES:
Jeff Davis Contracts Manager	By:	1 of 9

FORM 62 Rev. 12/15/2000

DIT-62A	SCHEDULE	IFB NO.	Page:
01/15/91		01-039	2 of 9

NAME OF CONTRACTOR	REQUIRED DELIVERY DATE:	INITIALS
Hello, Inc.	(RDD) 30 DAYS ARO	

ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE
	The Department of Information Technology (DIT) intends to purchase Voice Mail Service (VMS) to meet the needs of the Commonwealth for Statewide VMS. The primary VMS areas in the Commonwealth are Northern Virginia, Richmond, and Tidewater. The Vendor will provide the equipment and access trunks/ports to provide a P.02 or better grade of service. This contract is for one (1) year with the option for three (3) additional twelve (12) month periods. Bids will be evaluated and Awards based on the sample configuration provided in Attachment A. Bidders will provide unit prices and extended prices based on the quantities given. This matrix simulates the monthly bill for a large customer agency and assumes at least one of each of these features is ordered.				

DIT-62A	SCHEDULE	IFB NO.	Page:
01/15/91		01-039	3 of 9

NAME OF CONTRACTOR	REQUIRED DELIVERY DATE:	INITIALS WB
Hello, Inc.	(RDD) 30 DAYS ARO	

1. The Department of Information Technology (DIT) intends to acquire Voice Mail Services (VMS) to meet the needs of the Commonwealth of Virginia (COV) for Statewide VMS to include the replication of existing VMS services. The vendor shall submit bids for providing VMS in the Northern Virginia, Richmond and Tidewater areas, as well as all other areas they have the capability of providing VMS within the COV. Bidders must provide VMS service to Northern Virginia, Richmond and the Tidewater areas (all three areas).

   DIT will NOT accept bids for equipment or for an on-site service bureau solution. The vendor will provide the equipment and access trunks/ports and the operation of the same to provide P.02 or better grade of service (2% calls blocked in the busy hour) to the COV.

2. Award, if made, will be to the responsive and responsible vendor with the lowest total cost for the items listed on Attachment A.

3. The successful bidder shall agree to the Commonwealth of Virginia Industrial Funding Act. See the attached Terms and Conditions for details.

4. This contract is for a period of one (1) year and the COV reserves the right to extend the contract for three (3) additional twelve (12) month periods by giving a written notice to the contractor 30 days prior to contract expiration. At the end of the initial twelve (12) month period DIT will evaluate all parameters of the contract and determine whether or not the contract will be renewed. Any renewal of this agreement will be authorized by the Contracts Manager, DIT.

5. Voice mail service is required for use by State Agencies, Institutions of higher education and other public bodies, including local governments, to maintain effective communications between managers and staff personnel when they are not immediately accessible for various reasons. Current usage of the service includes after-hours, weekends and holidays, and absences from the office necessary for business trips, seminars and meetings. This type of service is used to maintain a high level of communications for expedient handling of business decisions and improved turn-around time in delivering service to its client agencies.

6. Vendor will provide voice mail service with at least five (5) minutes of voice instructions to include personal greeting, password, send, receive, reply, redirect capabilities, message queing, time and date stamp, operator revert (within local calling areas).

7. The COV reserves the right to increase and or decrease the quantity of voice mail boxes and associated services provided by the Vendor under this agreement by sending the vendor a written order for agreed upon services. Users added during a month shall be billed on a prorated basis per service day based on unit prices quoted on Attachment A of this solicitation.

8. Monthly fees and usage charges shall cover all mailbox usage, all requested reports, and all administrative costs to include installation, changes to mailboxes and for providing pager local outdial service. Vendors shall also provide each user with a User ID number, a User's Guide, and information necessary to assist the user in the operation of the system. Vendor will provide Pam Seay or John Roper, Telecommunications Division, DIT with a hard copy directory of all agencies on a monthly basis. Directories shall be provided for individual agencies by request only.

9. Vendor will provide the following features for the basic voice mailbox with up to twelve (12) minutes message storage time with a monthly flat rate:

   a. Personal greeting of at least 60 seconds.
   b. Allow two (2) minutes for each individual message received
   c. Password protection
   d. Send messages to other mailboxes without ringing their line
   e. Urgent message delivery
   f. Confidential message delivery and receipt
   g. Check receipt status of a message the user sent to another mailbox
   h. Retrieve unheard messages
   i. Save messages
   j. Saved messages stored for a minimum of 240 hours (ten [10]) days
   k. Provide a minimum of twelve minutes of message storage per mailbox
   l. Reply to messages without entering the sender's mailbox ID
   m. Redirect messages, send a copy of a message received in your mailbox to another mailbox, along with your recorded comments
   n. Access to a system help feature
   o. Ability for the user to control the detail level of the voice prompts
   p. Ability for users to change passwords
   q. Provide direct access to the user's mailbox for callers dialing the user's telephone number
   r. Provide for pager outdial notification
   s. Ability to provide date and time stamp for each call
   t. Ability to access mailboxes from any Touch Tone telephone
   u. System Access Performance reports will be provided to DIT
   v. Individual mailbox usage reports will be provided to DIT
   w. Up to twenty (20) messages can be left as long as the total storage time per is not exceeded.

10. Item #3 on Attachment A of this solicitation requests a monthly rate per mailbox for a Shared or Group Mailbox. All of the features listed for a basic mailbox are required in addition to this service. This feature shall allow several lines in the office to be forwarded to one shared mailbox. The shared mailbox will have at least eight (8) sub-mailboxes (partitions). Callers can select a specific person or department for whom to leave a message. Each individual requires a private access code for message retrieval.

NAME OF CONTRACTOR	REQUIRED DELIVERY DATE:	INITIALS
Hello, Inc.	(RDD) 30 DAYS ARO	

11. Item #4 on Attachment A of this solicitation requests a monthly rate per mailbox for an extended greeting time. The standard greeting time will be at least sixty (60) seconds. The rates for extended greeting times will be specified per minute.

12. Item #5 on Attachment A of this solicitation requests a monthly rate for an extended storage time per message for a limited number of mailboxes NOT TO EXCEED SIXTY (60) minutes in length, without interruption, specifically identified by DIT. A total of 180 minutes shall be available for these mailboxes.

13. The required maximum length of time a message can be saved or stored shall be at least 240 hours (10 days). This commences at the time recipient initiates save feature. If longer periods of time for message saves are required for individual mailboxes, they may be established on a case by case basis by mutual agreement of the vendor and requesting agency at no additional charge for such longer periods.

14. Item #6 on Attachment A of this solicitation request a monthly rate per mailbox for "Broadcast or Mass Message Delivery Service." The system shall have the ability to distribute a message from a single mailbox to the mailboxes of a minimum of 100 key people. This feature is useful for notifying disaster relief personnel.

15. Item #7 on Attachment A of this solicitation requests a monthly rate per mailbox for "Public Announcement Service". This feature shall provide a (minimum one minute) greeting, multi-levels (minimum of 6) of information (trees), accessible from a Touch Tone telephone. This service is intended to reduce the need for staff to personally answer re-occurring information requests, such as "what are your hours?".., "Where are you located?".., an Employment Information line, etc. As a minimum this service must be able to:

    a. Provide the same access method to change Public Announcement Service messages as is provided for Voice Mailboxes.
    b. Provide prompts for callers to listen to a choice of topics.
    c. Provide subsequent prompts after the initial selection for additional topic choices.
    d. The announcement time for information or prompts should be at least five (5) minutes.
    e. Retain the existing recorded announcement information or prompts until the user overwrites with a new one.
    f. Re-record selected prompts without affecting the other ones.
    g. Provide the ability to listen to the new recording before the change is made.
    h. Ability to access mailboxes from any Touch Tone Telephone.
    i. Password protection.
    j. Automated Attendant functionality.
    k. The ability to play a closed or after hours announcement.
    l. The ability to transfer from a prompt or sub-announcement to a Voice Mailbox.

16. Item #8 on Attachment A of this solicitation requests a monthly rate per mailbox for for a five (5) minute "greeting only service" which will only allow the caller to hear the recorded greeting and disconnect when the greeting has been played.

17. Vendors are required to provide a toll-free "800" number to be accessed from anywhere in the forty eight (48) contiguous states for the purpose of retrieving messages from mailboxes at no additional cost to the COV.

18. The vendor must provide a centralized problem reporting and maintenance system (Help Desk) that is manned 24 hours a day, 7 days a week. The Vendor will be required to provide an "800" number to Help Desk for unlimited telephone support. The vendor must state how this will be accomplished to include a plan for escalation of troubles. The vendor must describe in detail their response time to a failure (catastrophic failure and customer out of service).

19. Service billing: Payment for services shall be made monthly in arrears by each individual agency, institution or public body requesting the vendor's services. The vendor shall provide invoices that provide as a minimum:

    a. Type and description of the Service provided.
    b. Charge for each Service provided.
    c. Billable period and total costs.
    d. The Agreement Number or Purchase Order Number.
    e. Vendor's Federal Identification Number (FIN).

    See attachment C

    Any additions or deletions to the covered services made during the month must also be shown and billed as indicated above. THE VENDOR WILL SUBMIT WITH THIS BID A SAMPLE OF THE INVOICE.

20. Vendors are required to provide an alternate plan for agencies to pay for selected voice mailboxes with a corporate American Express card. The vendor must be an American Express "Preferred Supplier". A "Preferred Supplier" has the ability to accept charges with account code suffixes. The cardholder uses the suffixes to subdivide the mailbox expenses to the mailbox users. This service is to be provided at no additional cost to the COV.

21. In the event the service furnished by the vendor is interrupted due to any cause other than failure of the user's equipment, a pro rata adjustment of the fixed monthly charges involved will be allowed for the service rendered inoperative whenever said interruption continues for a period of eight (8) hours or more from the time it is reported to, or is known to exist by the vendor.

22. The vendor shall assign one individual as a customer service representative for the COV account for the duration of the contract. A backup customer service contact is also required.

    This individual will be responsible for coordination of this contract on a statewide basis (all areas serviced by a specific vendor); a different contact for each area is NOT ACCEPTABLE.

    The vendor shall also assign an account representative, this should include at a minimum; name, title, telephone number, pager (if applicable), Internet address (if applicable), and facsimile number.

23. The proposed VMS must be capable of supporting a minimum of 2,900 users immediately and be prepared to support an annual growth rate of 35% per year.

24. The vendor must provide training upon request to Agencies at mutually agreed upon times and locations at no cost to the Commonwealth. Class time, locations, and sizes will be coordinated between the agencies and the vendor's Customer Service representative. The classes should not exceed two (2) hours.

25. The vendor will provide Pam Seay or John Roper, Telecommunications Division, DIT, with a monthly report containing the following information:

    a. Customer/Agency name.
    b. Customer/Agency point of contact by name.
    c. Mailing address of Customer/Agency.
    d. Number of Voice Mailboxes @ customer/agency, and a breakdown of the various types of mailboxes at each customer/agency location.
    e. A separate alphabetic listing of all customer's mailboxes with names addresses, and all additional features not covered under the basic monthly flat rate defined in paragraph #8 above.
    f. Grade of service reporting for the access lines/trunks at each VMS hub location. Segregate COV data from total user data if possible.

26. All mailboxes within local calling areas will be required to communicate with each other. As indicated in Attachment B the three (3) current primary calling areas are, Richmond/Petersburg, Tidewater and Northern Virginia, however, it is the desire of the COV to establish a Statewide VMS. Therefore, vendors are required to provide maps/graphs of the areas served as a separate addendum to this solicitation. These maps/graphs will include the geographic boundarys for each area served. The Commonwealth reserves the right to obtain services in other areas of the State supported by the vendor at the same rates established under this solicitation.

    See attachmentD

27. Vendors are required to provide a list of the areas served. The list will include the Area Code (NPA) and Exchanges (NXXs) for each area served.

    See attachment E

28. Vendors must provide references on page 9 of this document for three (3) vendor clients within the COV of similar size for whom they have provided voice mail services for at least two (2) years. Vendor shall include the dates of service, name, address and telephone number of a contact person from each client organization. If vendor teams with other firms to provide services, subcontractor references will be acceptable. FAILURE TO PROVIDE THIS LIST WILL RESULT IN THE VENDOR'S BID BEING RULED NON-RESPONSIVE. DIT will contact the organizations identified in responses to this solicitation to determine vendor's responsibility to perform the requested services.

29. All vendors submitting bids must be registered with the Department of Information Technology prior to award. The bidder's Federal Identification Number (FIN) should be placed in the appropriate box on Page 1 of this bid solicitation. In the event the bidder does not supply the appropriate identification number, DIT may not be able to verify registration and the vendor's bid may be ruled non-responsive without appeal. Registration forms are available from the issuing office, on the ASD website, or bidders may call (804) 371-5900 to request forms.

30. ASD maintains an Internet web site at http://asd.state.va.us. Bidders are requested to check this site prior to submitting bids, in the event the bid is amended or extended.

31. Results of this solicitation will not be given out by telephone. Vendors wishing a copy of the bid results must include a self-addressed, stamped envelope along with their bid. The envelope should be clearly marked with the words "BID RESULTS" and the bid number on the outside. Bid results will be posted to the ASD website.

32. Contractual Terms and Conditions are attached to this solicitation document. Neither DIT, nor any other agency, institution or public body sign or execute any additional contract, license or other agreement 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 supersede all such arrangements. Bidders should read and understand all of the Terms and Conditions prior to submitting a bid.

DIT-62A	SCHEDULE	IFB NO.	Page:
01/15/91		01-039	9 of 9

NAME OF CONTRACTOR	REQUIRED DELIVERY DATE:	INITIALS
Hello, Inc.	(RDD) 30 DAYS ARO	

PLEASE PROVIDE ACCOUNT REPRESENTATIVE'S NAME, Title, TELEPHONE NUMBER, FAX, PAGER (if applicable) and E-MAIL ADDRESS BELOW:

Name Saundra Marshall
Title State Account Representative
Fax 804-353-7335
Pager 804-257-0730
E-Mail smarshall@helloinc.com
Office 1-877-435-5646

PLEASE PROVIDE THE 800 NUMBER OF THE HELP DESK BELOW:

1-877-435-5646

AS REQUESTED IN PARAGRAPH #28 PLEASE PROVIDE LIST OF CLIENT REFERENCES BELOW:

Company: MCV/VCU
Address: P O Box 980152
Richmond, Va. 23298

Contact: Pamela Jordan
Telephone: 804-828-4930

Company: J. Sargeant Reynolds Community College
Address: P O Box 85622
Richmond, Va. 23285

Contact: Donna Morton
Telephone: 804-371-3132

Company: Department of Game and Inland Fisheries
Address: 4010 W. Broad St.
Richmond, Va. 23230

Contact: Vicki Kristniski
Telephone: 804-367-8281

Attachment A

SERVICE	QUANTITY	MONTHLY	
		UNIT	EXTENDED
1. Basic Mailbox	200	$4.28	$856.00
2. Daily Pro Rata / Day	.35	$.14	$.05
3. Shared or Group Box	3	$15.69	$47.07
4. Extended Greeting	1	$0.00	$0.00
5. Extended Message	1	$4.28	$4.28
6. Broadcast Mailbox	1	$0.00	$0.00
7. Public Announcement	1	$8.75	$8.75
8. Greeting Only	12	$4.00	$48.00
TOTALS:		$37.14	$964.15

Attachment B

STATE ORGANIZATION	VOICE MAIL QUANTITY
Central State Hospital	3
Child Enforcement Division	20
Commission on Youth	7
Council on Human Rights	9
Dep't of Agriculture	6
Dep't of Accounts	69
Dep't of Business Assistance	14
Dep't of Conservation & Rec.	1
Dep't of Criminal Justice	1
Dep't of Fire Programs	30
Dep't of Health Professions	54
Dep't of Juvenile Justice	1
Dep't of Medical Assistance Services	3
Dep't of Motor Vehicles	1
Div of Legislative Services	1
Dep't of Planning Budget	2
DMHRSAS	15
DPOR	19
Economic Development Partnership	14
Northern Virginia Mental Health	3
NSU Va. Beach Higher Education	6
Office of Health Facilities	55
Office of the Attorney General	19
Old Dominion University	69
J. Sargeant Reynolds	331
Secretary of Commerce & Trade	1
State Corporation Commission	2
Va Dep't of Agriculture	2
Va Dep't of Health	2
Va Dep't of Human Resources	4
Va Dep't of Rehab Services	6
Va Dep't of Social Services	1
Va Dep't of Transportation	14
Va Dep't for the Visually Handicapped	1
Va Parole Board	2
Va Museum of Fine Arts	3
Va State Milk Commission	2
Virginia Commonwealth University	632
Va Dep't of Corrections	57
Workers' Comp Commission	8

Attachment C

THE MESSAGING SOLUTIONS COMPANY

P.O. BOX 26846 RICHMOND, VA 23261-6846

INVOICE DATE	INVOICE NO.
8/1/01	2792850

MAKE CHECKS PAYABLE TO: HELLO INC

ACCOUNT NO.	TOTAL DUE	AMOUNT ENCLOSED
113135	$174.72	$

Please use my credit card for the above charges: ☐ VISA ☐ MASTERCARD ☐ AMEX ☐ DISCOVER

Card No. _____ Exp. Date _____

Signature _____

VCU Endocrinology
Invoice Processing Dept
P O Box 980327
Richmond VA 23298-0327

HELLO, INC.
P.O. BOX. 26846
RICHMOND, VA 23261-6846

PLEASE NOTE ADDRESS CHANGES ABOVE

Please detach here and return above portion with payment - Thank You

INVOICE DATE	INVOICE NO.	ACCOUNT NO.	FOR INFORMATION CALL	P.O. NUMBER	PAGE NO.
08/01/01	2792850	113135	804-353-5566	P372705	1

DATE	DESCRIPTION	AMOUNT
	Previous Balance	160.86
07/11/01	Payment - Thank You	-83.58
07/11/01	Payment - Thank You	-93.70
	Prorated Charges:	
	Voicemail	
07/09/01	Mail Box to 7/31/01 1 @ 3.22	3.22
	Recurring Charges	
	Voicemail	
08/01/01	Shared Box Host to 8/31/01 2 @ 15.75	31.50
08/01/01	Shared Box Sub-Box to 8/31/01 15 @ 0.00	0.00
08/01/01	Mail Box to 8/31/01 13 @ 4.34	56.42
	Department: L87546	
	Voicemail	
08/01/01	Shared Box Sub-Box to 8/31/01 1 @ 0.00	0.00
08/01/01	New Total Charges	91.14
	New Balance	174.72

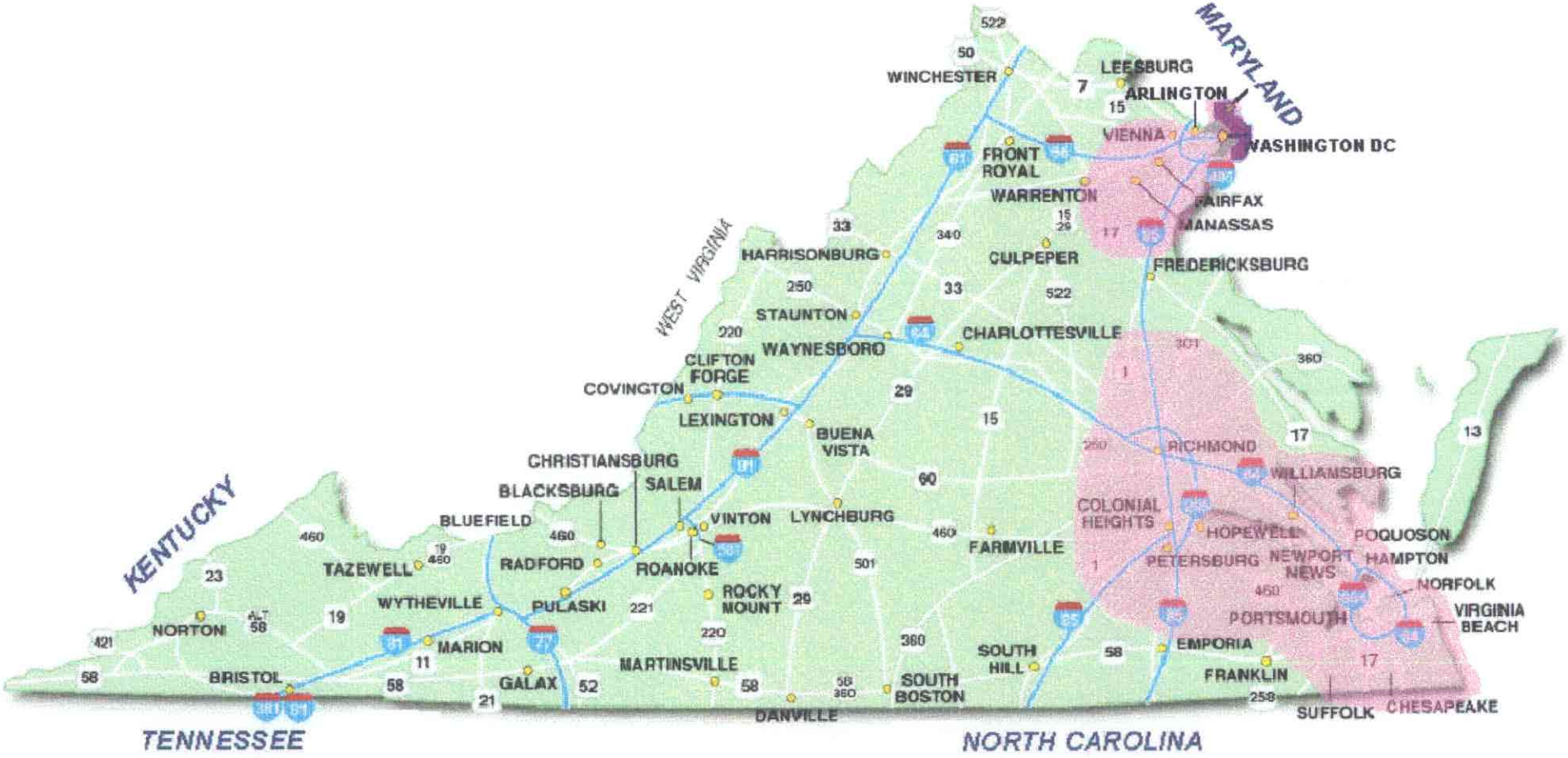
DIRECT ALL INQUIRIES TO:
HELLO INC.
PO Box 26846 Richmond, VA 23261-6846
(804) 353-5566 (Richmond) (800) 544-3556 (Toll Free)

TOTAL DUE 174.72

TERMS: DUE UPON RECEIPT. A LATE CHARGE OF 5% WILL BE DUE IF PAYMENT IS NOT RECEIVED WITHIN 20 DAYS OF THE INVOICE DATE ABOVE.

Attachment D

Attachment



Highlighted area indicates coverage.

Attachment E

Codes 804 and 434
anges

561	562	563	331	365	368	412	459
475	496	550	752	798	416	595	606
608	624	639	739	818	312	318	407
414	425	554	631	706	715	716	717
726	748	751	768	777	778	790	796
930	556	482	537	567	912	913	415
446	452	458	541	668	578	629	707
708	784	417	427	442	533	559	569
723	730	746	764	781	789	302	303
378	379	419	423	464	487	594	623
794	585	893	897	255	406	431	488
504	518	520	524	526	590	722	732
733	734	765	861	862	863	957	403
598	932	966	200	204	213	217	219
222	225	226	228	230	231	232	233
235	236	253	254	257	261	262	264
266	267	268	269	270	271	272	273
274	275	276	278	279	281	282	284
285	287	288	289	290	291	308	319
320	321	323	327	329	330	340	342
343	344	345	346	351	353	354	355
358	359	360	364	367	371	377	383
418	421	422	474	479	484	501	515
521	523	527	545	553	560	573	576
614	627	628	635	643	644	646	648
649	652	662	663	672	673	674	675
678	692	697	698	714	727	740	741
743	744	745	747	750	754	755	756
762	763	771	772	775	780	782	783
786	787	788	819	827	828	864	868
915	916	918	934	935	965	967	968
468	620	718	719	749	322	326	328
428	463	626	680	737	952	234	506
507	795	899					

Area Code 757

Exchanges								
	234	249	266	269	369	820	833	842
	845	847	849	856	872	873	874	875
	877	878	881	882	883	884	885	886
	887	888	890	898	901	931	988	989
	566	741	331	384	227	312	382	436
	482	546	547	548	549	819	224	225
	251	262	265	268	275	315	325	354
	722	723	726	272	728	764	766	777
	825	826	827	838	846	848	850	851
	864	865	896	951	204	230	296	317
	421	432	223	232	240	244	245	246
	247	273	316	327	380	591	594	595
	596	597	599	688	867	873	926	928
	929	930	213	217	222	226	227	228
	233	271	282	284	306	313	314	318
	321	322	323	326	333	340	361	362
	363	366	395	402	412	413	416	417
	420	422	423	424	425	428	431	433
	437	440	441	443	444	445	446	448
	451	455	446	448	451	455	456	457
	459	460	461	462	463	464	466	467
	471	473	474	479	480	481	486	489
	490	491	492	480	481	486	489	490
	491	492	493	494	495	496	497	498
	499	502	518	519	522	523	531	533
	543	545	552	554	557	578	579	583
	587	588	616	622	623	624	625	626
	627	628	629	631	640	656	664	666
	667	668	670	671	677	683	687	822
	823	836	852	853	855	857	858	889
	982	893	938	961	962	963	964	965
	234	249	256	257	269	272	283	355
	369	696	820	833	842	847	849	856
	872	874	875	877	878	881	882	884
	885	886	887	888	890	898	931	968
	969	988	989	231	263	264	868	215
	261	274	292	299	337	372	391	392
	393	394	396	397	398	399	405	454
	465	469	483	484	485	487	488	558
	638	673	686	953	966	967	203	219
	281	301	320	368	426	427	430	453
	468	563	689	716	721	821	381	986
	872	875	886	988				

Area Code 240
Exchanges

232	245	266	270	272	316	342	334
544	929	265	267	525	545	573	892

Area Code 301
Exchanges

206	286	289	307	3136	344	345	357
220	389	419	441	446	474	477	479
369	489	507	513	552	595	614	623
486	823	837	886	901	902	931	935
688	939	953	982	214	215	222	227
937	263	272	280	295	319	320	347
229	380	402	435	451	469	480	492
265	496	530	547	564	571	581	594
493	652	654	656	657	664	718	760
634	771	803	827	828	841	896	897
767	913	915	941	951	961	968	986
907	218	249	261	262	291	352	378
205	390	390	430	464	470	621	666
383	756	794	805	809	858	867	889
677	970	278	316	324	328	333	336
912	420	423	433	449	456	499	516
350	568	599	669	702	735	736	763
541	808	817	833	836	883	899	909
778	967	981	234	235	238	297	363
925	719	856	868	877	888	209	226
372	277	306	314	322	327	341	361
276	386	403	405	422	429	436	454
364	459	484	531	559	577	583	618
458	699	731	772	773	779	832	851
683	853	864	887	918	927	955	985
852	231	255	287	348	355	413	443
230	468	603	649	692	761	770	816
460	822	871	881	929	933	942	945
822	949	962	984	998	236	282	288
946	384	388	438	598	679	847	879
356	924	966	989	203	248	265	281
890	292	338	485	505	521	567	630
283	747	749	753	839	843	870	893
686	965	971	212	217	240	251	258
894	284	294	296	299	309	315	339
279	353	354	417	424	428	444	517
340	548	590	601	605	610	637	640
545	721	738	762	765	795	825	838
670	903	917	921	948	975	978	979
840	270	273	326	394	408	415	427
983	434	439	445	448	457	495	504
431	563	565	572	578	585	586	587
562	589	592	593	608	622	625	628
588	589	592	593	608	622	625	628
650	830						

Area Code 202
Exchanges

204	205	207	208	222	223	224	225
216	218	219	220	232	233	234	237
226	228	230	231	245	248	249	250
238	242	243	244	263	264	265	266
252	254	260	261	263	264	265	266
267	268	269	272	273	274	275	278
279	281	282	283	287	289	291	292
293	295	296	298	299	304	305	307
308	310	312	314	315	317	318	319
323	324	325	326	327	328	330	331
332	333	334	336	337	338	339	342
343	347	349	351	353	354	355	356
357	358	360	362	363	364	366	370
371	372	373	375	376	377	378	379
380	382	383	387	388	393	395	396
397	398	399	401	403	404	406	408
414	416	418	424	426	429	433	434
435	436	442	446	447	448	452	453
454	456	457	459	462	463	464	466
467	471	472	473	475	477	478	479
481	482	483	484	485	488	493	496
501	502	504	508	512	514	515	517
518	521	522	523	526	529	530	532
533	535	537	538	541	543	544	545
546	547	548	554	557	558	561	562
563	564	565	566	574	576	577	563
581	582	583	584	585	586	588	589
595	606	608	610	612	613	614	616
619	622	623	624	625	626	627	628
632	633	634	635	636	637	638	639
645	646	647	651	653	659	661	662
663	667	671	672	675	676	678	680
682	685	686	687	690	691	692	693
694	698	707	708	712	715	719	720
721	722	723	724	725	726	727	728
729	730	732	736	737	739	745	752
755	756	757	761	762	764	767	772
774	775	776	777	778	782	783	784
785	786	787	789	797	799	806	822
824	828	829	832	833	835	842	857
861	862	863	865	872	874	877	879
882	884	885	887	889	895	898	906
927	939	942	944	974	986	994	965
966	969	973					

Area Codes and Exchanges Served

Area Codes 703 and 571

Exchanges								
	212	224	228	229	235	236	243	247
	248	253	254	258	271	274	276	284
	292	294	299	302	305	306	308	310
	312	313	317	325	329	340	341	347
	350	351	355	358	360	363	370	379
	387	399	412	413	414	415	416	417
	418	419	428	461	465	469	486	504
	516	518	519	521	522	524	525	526
	527	528	535	541	548	549	550	553
	557	558	562	566	567	575	576	588
	601	602	603	604	605	607	612	617
	619	647	650	660	664	671	678	681
	682	683	684	685	696	704	706	717
	718	719	721	739	740	741	746	751
	756	765	767	768	769	780	797	799
	805	806	807	812	816	820	823	824
	835	836	837	838	841	842	845	872
	875	892	894	907	908	920	921	922
	924	931	933	960	971	974	979	997
	998	324	327	348	542	722	239	249
	250	266	278	520	543	745	815	825
	828	829	830	831	832	951	468	544
	574	651	661	662	665	996	260	552
	570	572	972	232	337	339	372	382
	440	454	455	546	781	782	783	952
	218	219	222	225	227	242	246	251
	255	259	261	262	264	265	267	268
	273	277	279	280	281	293	295	318
	319	322	323	324	326	332	344	345
	349	352	359	364	374	375	383	385
	386	389	397	404	406	424	425	426
	438	449	450	453	459	460	471	478
	479	484	487	502	503	539	561	563
	589	591	620	621	631	633	636	638
	648	652	654	667	679	691	708	709
	713	715	716	733	735	736	742	755
	757	758	759	763	764	802	803	808
	810	818	833	834	889	890	904	925
	934	937	938	947	968	978	991	993
	994	995	204	205	206	207	208	226
	237	241	245	256	269	270	275	285
	286	287	288	289	316	321	333	336
	342	343	354	356	377	388	394	442
	448	451	452	462	482	485	506	531
	532	533	534	536	538	556	560	564
	569	573	584	610	613	635	637	639
	641	642	644	645	658	676	677	698
	712	714	734	738	744	747	748	749
	750	760	761	762	770	790	813	821
	827	846	847	848	849	852	866	873
	874	875	883	891	893	902	903	905
	912	913	914	916	917	918	923	940
	941	942	962	230	234	263	376	378
	391	421	430	433	434	435	437	439
	444	463	464	467	476	480	481	488
	547	579	581	673	689	707	774	787
	793	814	817	860	870	871	880	935
	961	964	992	443	669	694	723	724
	726	729	737	771	773	777	779	857
	858	886	436	446	493	495	551	646
	649	690	949	643				

SOLICITATION INSTRUCTIONS
REV. 12/15/00

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 REQUIRED TO READ THESE INSTRUCTIONS, REVIEW THE SCHEDULE, READ ALL TERMS AND CONDITIONS AND CHECK THE ACQUISITION SERVICE DIVISION'S (ASD'S) WEB PAGE AT (HTTP://ASD.STATE.VA.US) FOR ANY AMENDMENTS OR CHANGES. THIS SOLICITATION IS SUBJECT TO THE PROVISIONS OF THE COMMONWEALTH OF VIRGINIA VENDOR'S MANUAL WHICH WAS REVISED IN DECEMBER 1998 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 the Department of General Services (DGS), Division of Purchases and Supply (DPS) Internet Home Page (www.dgs.state.va.us/dps). 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.

4. SPECIFICATIONS AND USE OF BRAND NAMES

Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bids to the specific brand, make or manufacturer named. Any item which the State at its sole discretion determines to be the equal of that specified as defined in the Schedule, will be accepted. The award will be made to the lowest responsive and responsible bidder or offeror offering the functional equivalent to the brand name described in the specification. Thus, equivalent products of other manufacturers will be considered only if proof of equivalency is contained in or accompanies the bid.

5. LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWALS OF BIDS

A. Any bids received at the office designated in block #6 of the Solicitation after the exact time specified for receipt will not be considered for award. (See Paragraph 4.10 of the Vendor's Manual for further discussion.)

B. A bid may be amended and/or withdrawn by a vendor if the office issuing the bid receives the request in writing before the date and hour set forth in the bid form. The request must be signed by a person authorized to represent the person or firm that submitted the bid. Submission of a subsequent bid shall normally constitute the withdrawal of any prior bid submitted by the same bidder or offeror on the same IFB.

6. PUBLIC OPENING OF BIDS

Bids will be publicly opened at the time and date specified on page 1 of the Solicitation document. The content of these solicitations will be made public in accordance with Paragraphs 1.9 and 2.4 of the Vendor's Manual. Bids will not normally be evaluated at the bid opening meeting. All bids will be opened at the location shown on page 1 of the solicitation.

7. SOLICITATION TERMS AND CONDITIONS

The terms and conditions contained in this solicitation are considered mandatory and are the only terms and conditions governing transactions under any contract awarded as a result of this solicitation.

If the vendor includes additional terms and conditions on pre-printed marketing sheets, pre-printed catalogues, or other pre-printed materials, then it is understood that those terms and conditions are of no consequence to any resulting contract.

Any other modification, addition, clarification, or change to the mandatory terms and conditions by the vendor shall cause the bid to be rejected.

8. AWARD OF CONTRACT

Bids shall be evaluated and the responsive and responsible bidder offering the lowest price will be awarded the Contract. The State reserves the right to reject any and all bids in whole or in part and to waive any informality in the bids.

9. AWARD NOTICES

Upon the completion of evaluation, the State will either post a NOTICE OF AWARD (NOA) or a NOTICE OF INTENT TO AWARD (NOITA). If a NOITA is used, the notice will be publicly posted ten days prior to the actual award date of the contract. All award notices will be posted on ASD's Web Page (HTTP://ASD.STATE.VA.US) and posted in ASD's lobby in written format.

A NOTICE OF INTENT TO AWARD OR A NOTICE OF AWARD will be mailed to any bidder submitting a self-addressed, stamped envelope with their bid.

NOTICES OF INTENT TO AWARD OR NOTICES OF AWARD will be posted in accordance with paragraph 6.3 of the Vendor's Manual.

TELEPHONIC REQUESTS FOR BID RESULTS WILL NOT BE HONORED.

10. FAILURE TO DELIVER

Failure to comply with the terms and conditions of the IFB or to deliver equipment, software or services identified in the solicitation at the price quoted may result in cancellation or rescission of the award/contract by the Commonwealth and may subject the Contractor to removal 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.

11. AMENDMENT OF SOLICITATION

Any amendment or change to this solicitation will be issued in writing and will identify the changes to be made in the bid. All amendments will be posted to the ASD's Web page at (http://asd.state.va.us) and posted in ASD's lobby in written format.

If the bid opening date is extended the new date and time will be clearly shown on the face of the amendment.

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' 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 Manger, 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. 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) #01-039

1. SCOPE OF CONTRACT

The following paragraphs contain the Contractual terms and conditions by which Agencies, Institutions, and other public bodies as defined in Section 11-37 of the Virginia Public Procurement Act (VPPA) hereinafter referred to as "Authorized Users, or "Customer" will acquire Voice Mail Services (VMS), hereinafter referred to as "Services" from the Contractor identified in block #9, page 1 of the Solicitation, hereinafter referred to as the "Contractor."

The Contractor is required to provide VMS in the Northern Virginia, Richmond, and Tidewater areas. In addition, the Contractor may specify other areas within the Commonwealth of Virginia in which the Contractor is capable of providing Services. "Services" includes all equipment, and Services shall provide the Commonwealth of Virginia with a P.02 grade of service, or better.

2. VENDORS MANUAL

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

3. APPLICABLE LAWS AND COURTS

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

4. ANTI-DISCRIMINATION

By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 11-51 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, Services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender, or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public finds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia* § 11-35.1E)

In every Contract over $10,000 the provisions in a. and b. below apply:

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

1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting these requirements.

b. The Contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

5. NONDISCRIMINATION OF CONTRACTORS

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

6. ETHICS IN PUBLIC CONTRACTING

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

6. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

7. DEBARMENT STATUS

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

8. ANTITRUST

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

9. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the Contract shall be effective unless reduced to writing and signed by the parties.

10. CLARIFICATION OF TERMS

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

11. PAYMENT

a. To Prime Contractor:

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

2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

3) All goods or Services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.

4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

5) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 11-69).

b. To Subcontractors:

1) A Contractor awarded a Contract under this solicitation is hereby obligated:

(a) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or

(b) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

2) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any

payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

12. PRECEDENCE OF TERMS

Paragraphs 1-10 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

13. QUALIFICATIONS OF BIDDERS

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

14. TESTING AND INSPECTION

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

15. ASSIGNMENT OF CONTRACT

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

16. CHANGES TO THE CONTRACT

Changes can be made to the Contract in any of the following ways:

a. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written Agreement to modify the scope of the Contract.

b. The Purchasing Agency may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as Services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result

of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

1) By mutual Agreement between the parties in writing; or

2) By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the Contractor's records and/or to determine the correct number of units independently; or

3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the Contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the Contract generally.

17. DEFAULT

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

18. INSURANCE

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 11-46.3 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

a. Worker's Compensation - Statutory requirements and benefits

b. Employers Liability - $100,000.

c. Commercial General Liability - $500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.

d. Automobile Liability - $500,000 - Combined single limit. (Only used if motor vehicle is to be used in the Contract.)

19. ANNOUNCEMENT OF AWARD

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

20. DRUG-FREE WORKPLACE

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

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

21. 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 hardware or software performance, or other physical design or functional characteristics of that which is offered.

22. SERVICE COMMENCEMENT DATES

a. The Contractor shall begin delivery of the Services by the Required Delivery Date (RDD) identified in the Schedule. For purposes of this Contract, the RDD is thirty (30) days after award of the Contract. The commencement of additional Services shall require the Contractor to deliver voice mailbox Services to Authorized Users within fifteen (15) days after receipt of an Order from the Authorized User.

b. If the Services are not delivered within the time specified in the Schedule, or any individual Order, the State reserves the right to cancel the award of this Contract and/or terminate this Contract for default without further obligation, and award the solicitation to the next responsive and responsible bidder. Contractors are cautioned that failure to deliver the proposed Services as stated in response to a solicitation document may result in removal from DIT's Vendor Registration File as per Section 7.20 of the Division of Purchases and Supply's Vendor's Manual dated December 1998.

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

23. PRIORITY OF SERVICE (DELIVERY)

The Commonwealth requires that the 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 Agreement. Contractors whose Agreements are terminated for such action may be placed on DIT's list of Debarred/Ineligible bidders in accordance with Section 7.20 of the Division of Purchases and Supply's *Vendors Manual* dated December 1998.

24. VMS SERVICES

During the term of this Contract, the Contractor is not authorized to substitute any Services identified in the Schedule without written permission of the Director, Acquisition Services Division, DIT. Violation of this condition shall be considered grounds for termination of the Contract.

25. SERVICES WARRANTY

The Contractor warrants that the Services will conform to its published specifications and industry standards. The Contractor warrants that the Services shall operate free from failure and shall be available for use by the Commonwealth twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays. The Contractor shall furnish warranty services for the initial term and any renewals thereafter at no cost to the State. The Contractor shall provide a single point of contact for

reporting of service problems and this contact shall be available twenty-four (24) hours per day, seven (7) days per week.

26. DOWNTIME CREDITS

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

27. ORDERS

Authorized ordering officials of Authorized Users may order Services from this Contract by one of the following methods:

a. Issuing Agency Purchase Order, Form DGS-41-001

b. Charge Card: An ordering and payment process under Contract with American Express (AMEX). Each order must not exceed $5,000 or the then current charge card limit. Payment will be made to Contractor by AMEX within three business days.

c. A Delivery Order issued by the Acquisition Services Division, DIT.

This ordering authority is limited to issuing orders for the Services available under this Agreement. Under no circumstances shall any Authorized User of the Commonwealth have the authority to modify this Agreement.

28. AUTHORIZED REPRESENTATIVES

This Contract may be modified in accordance with Section 11-55 of the Code of Virginia. The only representatives authorized to modify this Agreement on behalf of the Commonwealth and the Contractor are shown below.

CONTRACTOR

Charles R. Smith

Vivian T. Burton

COMMONWEALTH OF VIRGINIA

Contracts Manager
Dept. of Information Technology
Richmond Plaza Bldg., Lobby Level
110 South 7th Street
Richmond, VA 23219

29. PATENT/COPYRIGHT PROTECTION

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

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.1-122 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 Agreement, less one half (1/2%) percent of the total paid for each month of use by the Commonwealth. This obligation is in addition to the obligations cited in the first four subparagraphs above of paragraph 7.

30. NON-APPROPRIATION

All funds for payment of equipment, software or Services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth will terminate this Contract for those goods or Services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

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

31. HEADINGS NOT CONTROLLING

Headings used in this Contract are for reference purposes only and shall not be considered to be a substantive part of this Contract.

32. ENTIRE AGREEMENT

This Contract, the solicitation, bid response, solicitation instructions and all Services specifically listed in the Schedule, and the notes in the Schedule constitute the entire Agreement 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 any agency or institution for equipment acquired under this Contract unless signed by the Contracts Manager, DIT, or his alternate as designated by the Director, DIT.

33. 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.

Any price decrease effectuated during the Contract period by reason of market change shall be passed on to the Commonwealth of Virginia. This decrease will be effective on the date the price decrease is announced to the general public.

34. TERM

The term of this Contract shall be for a period of twelve (12) months from the date of award. The Commonwealth at its sole option may extend the term of this Agreement for three (3) additional one-year periods. The Contractor shall be given thirty (30) days advance written notice of the Commonwealth's intention.

35. 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 delivery/purchase orders, invoices or correspondence directly relating to this Agreement.

36. LIMITATION OF LIABILITY

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

37. ACCEPTANCE, TESTING AND COMPLIANCE WITH SPECIFICATIONS

All VMS Services are subject to inspection and testing by the State, as delineated herein under TESTING AND INSPECTION, and any that does not meet or exceed the specifications or other requirements of the Contract may be rejected. Each Authorized User placing an order under this Contract shall be given ten (10) working days from the date of delivery (Service installation) by the Contractor to test, evaluate and accept the VMS Services delivered or furnished under this Contract (provided that the Authorized User in its sole discretion, may accept the same prior to expiration to the ten (10) day period). If the Contractor's VMS 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 vendor. Such rejection will terminate the individual order and may terminate this Contract. In any event, the State shall be exempt the State from all costs incurred by the Contractor.

Acceptance shall be effective for the purpose of making payment for VMS Services delivered, however, acceptance by the State following testing and evaluation during the ten (10) day period shall not be conclusive that the VMS Services conform in all respects to the Contract specifications and other requirements. In the event that nonconformance therewith is discovered by the State after acceptance, whether due to a latent defect or otherwise, the Contractor shall take whatever action is necessary to conform the VMS Services to the Contract specifications and other requirements, including but not limited to modification or replacement of the same. The Contractor's failure to do so shall constitute breach of Contract for which the State may exercise the remedies provided in the section herein entitled "Termination and Cancellation," in addition to and not in lieu of any other remedies available under Virginia law.

38. TERMINATION AND CANCELLATION

The Commonwealth shall have the unilateral right to terminate this Contract for Default, in the event that any one or more of the following events of default occur or continue during the term of this Agreement, (a) the vendor shall fail to deliver the Services required by this Contract or (b) the vendor shall repeatedly fail to respond to requests for maintenance or other Services within the time limits set forth in the Contract or (c) the vendor shall breach any of the other terms set forth within this Agreement or (d) the vendor shall fail to cure any breach after receiving a "Show Cause Notice" identifying the failure, and providing the vendor ten (10) days to cure the failure/nonperformance. If the vendor fails to

answer the cure notice, or does not correct the deficiencies noted, the State may immediately terminate the Agreement for Default.

In such event, the Commonwealth will only be liable for cost incurred to the date of termination.

The Commonwealth's failure to exercise its right to terminate for default under this provision shall not be construed as a waiver of its right to terminate, rescind or revoke this Contract in the event of any subsequent breach of any provisions of this Agreement.

39. TERMINATION FOR CONVENIENCE

Any Authorized User may at its sole option, terminate any individual Order, or part of an Order placed by that Authorized User for any reason. Such termination of an individual Order, or part of an Order, shall not affect other Commonwealth Orders under this Agreement. The Authorized User shall provide the Contractor with thirty (30) days advance written notice of its intent to cancel any such Order(s) or any part of an Order acquired under this Contract. In addition, the Commonwealth may upon thirty (30) days advance written notice terminate the entire Contract for any reason. In the event of any termination for convenience under this Contract there shall be no termination charges due Contractor and the Commonwealth shall only be liable for those VMS Services delivered prior to the date of termination

40. FAILURE TO DELIVER

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

41. CONTRACTUAL DISPUTES

In accordance with Section 11-69 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 11-71 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 11-70, Code of Virginia or the administrative procedure authorized by Section 11-71, Code of Virginia.

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

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

42. CREDITS

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

43. UNIVERSAL SERVICE FUND

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

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

44. CONTRACTOR'S REPORT OF SALES

The Contractor must report the quarterly dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this Contract by calendar quarter; i.e., January through March, April though June, July through September, and October through December. The dollar value of a sale is the price paid by the user for products and Services on a Contract order as recorded by the Contractor. The reported Contract sales value must include the Industrial Funding Adjustment, as delineated in paragraph

entitled "Industrial Funding Adjustment". The Contractor shall provide this report in hard copy to the Controller, DIT, and a copy of the report to the Contracts Manager, DIT, both within 30 days after the end of each quarterly reporting period as defined herein. The report must show each individual item and quantities purchased and the purchaser. The report is required to be hard copy. DIT may at a later time, agree to an electronic version of the report, however, in lieu of any express Agreement by both parties as to the electronic format, the Commonwealth will only accept a hardcopy version. The Contractor shall define "sale" prior to the first reporting period and then shall maintain that definition through out the term of this Agreement. Sale may be defined as; 1) when the Commonwealth pays the purchase price, or 2) when the Commonwealth accepts the Products or 3) other as defined by the Contractor.

45. INDUSTRIAL FUNDING ADJUSTMENT

The Contractor must pay DIT, an Industrial Funding Adjustment (IFA). The Contractor must remit the IFA within 30 days after the end of each quarterly reporting period as established in the clause entitled "Contractor's Report of Sales". The IFA equals two percent (2%) of the total quarterly sales reported. Contractor shall remit the IFA together with a copy of the Contractor's Report of Sales as delineated in paragraph 52, above. The IFA reimburses the Commonwealth and defrays the costs for IT procurement and the administration of the subsequent awards. The IFA amount due must be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material. DIT may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written Agreement from DIT that validates Agreement, then the payment shall be made by check as described herein made payable to the Controller, DIT.

If the full amount of the IFA is not paid within 30 calendar days after the end of the applicable reporting period, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the IFA in a timely manner may result in termination or cancellation of this Contract. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to make timely payment of the IFA constitutes sufficient cause for terminating this Contract for default.

It is the intent of the Commonwealth to capture 2% of all sales, including temporary reduced pricing, fire sales, one time sales, trade ins, promotional items that have been marked down and all sales to the Commonwealth under this Agreement.

ATTACHMENT "A"
TO
AGREEMENT VA- _____-___
FOR THE
VIRGINIA DEPARTMENT OF INFORMATION TECHNOLOGY

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Signature: Vivian T. Burton

Printed Name: Vivian T. Burton

Organization: Hello, Inc.

Date: 8/6/01

Scott Fairholm
Agency Director

COMMONWEALTH of VIRGINIA
Department of Information Technology
Acquisition Services Division
110 S. 7th Street
Richmond, Va. 23219

TDD VOICE-- TEL NO
804/371-8076

August 21, 2001

Vivian T. Burton
Hello, Inc.
2315 W. Broad Street
Waverly VA 23220

RE: IFB# 2001-039, Contract VA-010821-HI (Contract)

Dear Ms. Burton:

Please accept this letter as your official notice of award for the above referenced procurement. A copy of the fully executed contract is enclosed with this notice. Please reference the contract number shown above in all future correspondence/invoices concerning this agreement.

Correspondence concerning acceptance of the products and services should be addressed to the attention of the individual identified, as shown in block #7, Page 1, of DIT Form 62 / the contract. The DIT point of contact for this procurement is Mr. Douglas Crenshaw, and the DIT point of contact for the resulting contract is Mr. Joe Parr.

Sincerely,

Jeff Davis
Contracts Manager

Enclosure
cc: File