



Commonwealth of Virginia
Virginia Information Technologies Agency

PAGING SERVICES CONTRACT

MANDATORY USE CONTRACT

Date: December 1, 2010

Contract #: VA-041215-METR

Authorized User: All Public Bodies

Contractor: USA Mobility Wireless Inc.
6100 West Broad Street
Richmond, VA 23230

FIN: 54-1215634

Contact Information: Phone: 866-676-8246
Fax: 866-381-9968
Email: vita@usamobility.com

Emergency After Hours: Phone: 800-453-9957

Term: December 15, 2010 – June 15, 2011

Payment Terms: Net 30 days

For Additional Information, Please Contact:

John Tackley
Acquisitions Specialist
Phone: 804-416-6165
E-mail: john.tackley@vita.virginia.gov
Fax: 804-416-6361

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

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

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

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

VA-041215-METR

VITA Escalation Information:

Operations/Service:

Sandy Cossu (Operations Manager)

Phone: 757-490-6101, ext. 116

Fax: 757-518-9545

Email: Sandy.Cossu@usamobility.com

2-way: 8773944822@archwireless.net

Cell: 757-334-0835

Carol DiBacco (Director of Operations)

Phone: 757-490-6101, ext. 108

Fax: 757-518-9545

Email: Carol.Dibacco@usamobility.com

2-way: carol.dibacco@my2way.com

Cell: 757-288-4945

Technical/Engineering:

Emergency calls to technical group: 866-433-8072 & press 1

(This number will ring into the VAB technical office during the day and will page the entire technical staff after hours)

Robert Goodale (Regional Technical Manager)

Phone: 800-872-7243, ext. 246

Fax: 919-872-6474

Email: Robert.Goodale@usamobility.com

2-way: bob.goodale@my2way.com

Cell: 919-270-5218

Dave Foster (Regional Vice-President of Engineering)

Phone: 704-674-4011

Email: Dave.Foster@usamobility.com

2-way: 8006251435@archwireless.net

Cell: 704-609-0467

Sales:

Dianne Byrnes (District Sales Manager)

Phone: 757-490-6101, ext. 118

Fax: 757-518-9545

Email: Diane.Byrnes@usamobility.com

2-way: [8776681082@archwireless.net](tel:8776681082)

Cell: 757-434-9485

Overall:

Marcel Bekers (Regional Vice-President)

Kerry Thompson (Executive Assistant)

Phone: 919-878-8535

Fax: 919-954-9980

Email: Marcel.Bekers@usamobility.com

2-way [marcel.bekers@nextel.blackberry.net](tel:marcel.bekers@nextel.blackberry.net)

Cell: 919-795-6717



COMMONWEALTH *of* VIRGINIA

Sam Nixon
Chief Information Officer
Email: cio@vita.virginia.gov

VIRGINIA INFORMATION TECHNOLOGIES AGENCY
11751 Meadowville Lane
Chester, VA 23836
(804) 416-6100

TDD VOICE -TEL. NO.
711

December 1, 2010

VIA EMAIL

TO: Dianne.byrnes@usamobility.com
USA Mobility Wireless, Inc.

RE: Modification # 10 to VA-041215-METR

In accordance with the terms of the above referenced contract, please consider this correspondence as your notification of Modification #10, which is for the Commonwealth's extension of the above referenced contract.

The expiration of the agreement is now extended to June 15, 2011.

Regards,



Digitally signed by John Tackley
DN: cn=John Tackley, c=US, o=Supply
Chain Management, ou=Virginia
Information Technologies Agency,
email=John.Tackley@vita.virginia.gov
Reason: On behalf of the
Commonwealth of Virginia
Location: Chester VA 23836
Date: 2010.12.01 12:10:41 -05'00'

John Tackley
Supply Chain Management
804-416-6165

c: contract file

**MODIFICATION #9
TO
CONTRACT NUMBER VA-041215-METR
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
USA MOBILITY WIRELESS INC.
(Formerly METROCALL, INCORPORATED)**

This MODIFICATION #9 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and USA MOIBILITY WIRELESS INC, hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #9 is hereby incorporated into and made an integral part of Contract VA-041215-METR, as modified.

Reference: Page C-9 of C-13, Paragraph 30 entitled, "Term".

Both of the above referenced parties agree to the following:

The term of Contract VA-041215-METR shall be extended from December 15, 2009 through December 14, 2010.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-041215-METR and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

USA MOBILITY WIRELESS INC

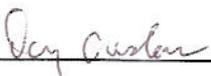
BY: 

NAME: DANIEL J. BROSNAN

TITLE: VP, MARKETING

DATE: NOVEMBER 16, 2009

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Day Cawshaw

TITLE: Sourcing Manager, VITA

DATE: 11/19/09

**MODIFICATION #8
TO
CONTRACT NUMBER VA-041215-METR
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
USA MOBILITY WIRELESS INC.
(Formerly METROCALL, INCORPORATED)**

This MODIFICATION #8 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and USA MOIBILITY WIRELESS INC, hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #8 is hereby incorporated into and made an integral part of Contract VA-041215-METR, as modified.

Reference: Page C-9 of C-13, Paragraph 30 entitled, "Term" and Page C-4 of C-13 Paragraph 11 entitled, "Modifications:

Both of the above referenced parties agree to the following:

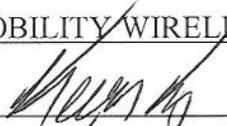
1. The term of Contract VA-041215-METR shall be extended from December 15, 2008 through December 14, 2009.
2. Replace Exhibit A – Pricing with the attached. All pricing remains the same.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-041215-METR and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

USA MOBILITY WIRELESS INC

BY: 

NAME: KEVIN WANG

TITLE: REGIONAL VP.

DATE: 12/11/08

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Douglas Crenshaw

TITLE: Strategic Sourcing Manager

DATE: 12/22/08

VA-041215-METR EXHIBIT A - PRICING
Monthly Service Rates

Service Type	Usage	Monthly charge
Local Numeric- Lease	Unlimited	\$ 3.18
Statewide Numeric- Lease	Unlimited	\$ 8.18
Local Alphanumeric- Lease	Unlimited	\$ 8.18
Statewide Alphanumeric- Lease	Unlimited	\$ 12.88
PageSync	Unlimited	\$ 2.00 upcharge
2way Nationwide- Airtime Only	10,000/ 0.0010	\$ 9.95
	25,000/ 0.0007	\$ 17.95
	75,000/ 0.0006	\$ 22.95
	250,000/0.0005	\$ 29.95
2way T900 Equipment Lease		\$ 9.00
2way P935 Equipment Lease		\$ 9.00

5% spares provided at no charge

Extended Coverage Options	
Additional Coverage (One-way)	
North Carolina Coverage/2 state	\$4.00
Three States	\$4.00
Four States	\$4.50
Regional	\$9.00

Features	Price
Personal 800#	\$5.95
Additional Phone #	\$2.30
CellText (SMS)	\$4.95
MyAlias (Vanity – john.doe@usamobility.net)	\$4.95 Alpha, \$1.00 2way
Voicemail	TMM -\$8.00 MP1 – \$6.00 MP2 - \$4.00 MP4 - \$2.00
Operator Dispatch (30 Messages)	\$7.50
Numeric Retrieval	\$3.45
Custom Prompt	\$3.45
Message Carbon Copy (MCC)	\$4.95
Group Call	\$1.15 per follower
MultiMessenger Group Leader (WME Group)	\$15.95 1 – 100 members
Safety Net	No Longer Available Taken over by IRIS Wireless
EXC Feature	N/C

Other Services	Price
Notify@Once	\$2.00 Receive or Send only \$4.00 Receive and Send \$10.00 Administrator
Word One	No longer available

Fees/Surcharges	Price
Shipping – per shipment	exempt
Late Fee	exempt
Administrative Fee	exempt
Universal Service Fund	1.386% - subject to change quarterly
Regulatory Administrative Cost	\$0.25 per device
Connect Fee	\$20.00 per activation 2way only
PageSync Access License – per device	\$49.99 – one time charge
Notify@Once Activation fee	\$2.00 – per device

Equipment Model	Protection/Maintenance	Replacement/deductible
Numeric	included	\$29.41
Alphanumeric	included	\$58.82
2way T900	\$3.00	\$75
2way P935	\$6.00	\$100

**MODIFICATION #7
TO
CONTRACT NUMBER VA-041215-METR
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
USA MOBILITY WIRELESS INC.
(Formerly METROCALL, INCORPORATED)**

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 USA MOIBILITY WIRELESS 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-041215-METR, as modified.

Reference: Page C-4 of C-13, Paragraph 11 entitled "Modifications":

Both of the above referenced parties agree to add PageSync (handheld version) services to the Contract as delineated herein:

Description

PageSync™ gives USA Mobility paging customers the ability to have their pages delivered to a BlackBerry device or an SMS Phone and have close to the same user experience as with a pager. With a unique custom application on BlackBerry devices, a pop-up box on the screen will alert the user that a page has been received.

Pricing

PageSync Access License (One-time Charge): \$49.99

PageSync Discounted Monthly Service Fee: \$2.00

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-041215-METR and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

USA MOBILITY WIRELESS INC

BY: *Dianne Byrnes*

NAME: *Dianne Byrnes*

TITLE: *District Sales Manager*

DATE: *6/17/08*

COMMONWEALTH OF VIRGINIA

BY: *Douglas Crenshaw*

NAME: *Douglas Crenshaw*

TITLE: *Strategic Sourcing Manager*

DATE: *6/26/08*

**MODIFICATION #6
TO
CONTRACT NUMBER VA-041215-METR
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
USA MOBILITY WIRELESS INC.
(Formerly METROCALL, INCORPORATED)**

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 USA MOIBILITY WIRELESS 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-041215-METR, as modified.

Reference: Page C-9 of C-13, Paragraph 30 entitled, "Term":

Both of the above referenced parties agree to the following:

The term of Contract VA-041215-METR shall be extended from December 14, 2007 through December 14, 2008.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-041215-METR and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

USA MOBILITY WIRELESS INC

BY: *Dianne Byrnes*

NAME: *Dianne Byrnes*

TITLE: *District Manager*

DATE: *12/22/07*

COMMONWEALTH OF VIRGINIA

BY: *Douglas Crenshaw*

NAME: *Douglas Crenshaw*

TITLE: *Strategic Sourcing Manager*

DATE: *12/16/07*

**MODIFICATION #5
TO
CONTRACT NUMBER VA-041215-METR
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
USA MOBILITY WIRELESS INC.
(Formerly METROCALL, 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 USA MOIBILITY WIRELESS 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-041215-METR, as modified.

Reference: Page C-4 of C-13, Paragraph 11 entitled, "Modifications":

Both of the above referenced parties agree to add **Premium Paging Services** as delineated herein.

Features	Pricing
CellText Messaging: Allows two-way pagers to send and receive text messages (SMS) from any SMS enabled phone.	\$4.95 per pager per month
MultiMessenger Group Paging: Initiate a single message and have it delivered to a predetermined group of users whether they use cellphones, pagers, desktop email, or PDAs	\$15.95 per Group Leader per month
Message CC: Carbon copy a message sent to any alpha or two-way pager to any emailed enabled device.	\$4.95 per pager per month
My Alias: Create a custom name for your pager email address.	\$4.95 per pager per month

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-041215-METR and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

USA MOBILITY WIRELESS INC

BY: Dianne Byrnes

NAME: Dianne Byrnes

TITLE: District Manager

DATE: 9/25/07

COMMONWEALTH OF VIRGINIA

BY: Doug Crenshaw

NAME: Douglas Crenshaw

TITLE: Strategic Sourcing Manager

DATE: 10/4/07

**MODIFICATION #4
TO
CONTRACT NUMBER VA-041215-METR
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
USA MOBILITY WIRELESS INC.
(Formerly METROCALL, 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 USA MOIBILITY WIRELESS INC, hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #4 is hereby incorporated into and made an integral part of Contract VA-041215-METR, as modified.

Reference: Page C-4 of C-13, Paragraph 11 entitled, "Modifications":

Both of the above referenced parties agree to the following:

The name of the Contractor is hereby changed to USA MOBILITY WIRELESS INC effective May 23, 2007.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-041215-METR and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

USA MOBILITY WIRELESS INC

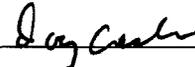
BY: 

NAME: W. Scott Reilly

TITLE: Government Contract Mgr.

DATE: 13 June 07

COMMONWEALTH OF VIRGINIA

BY: 

NAME: Douglas Crenshaw

TITLE: Strategic Sourcing Manager

DATE: 6/17/07

**MODIFICATION #3
TO
CONTRACT NUMBER VA-041215-METR
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
METROCALL, INCORPORATED**

This MODIFICATION #3 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and METROCALL INCORPORATED, hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #3 is hereby incorporated into and made an integral part of Contract VA-041215-METR, as modified.

Reference: Page C-4 of C-13, Paragraph 11 entitled, "Modifications":

Both of the above referenced parties agree to the following:

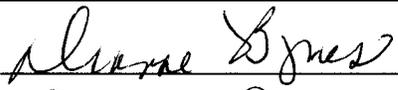
The term of Contract VA-041215-METR shall be extended from December 15, 2006 through December 14, 2007.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-041215-METR and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

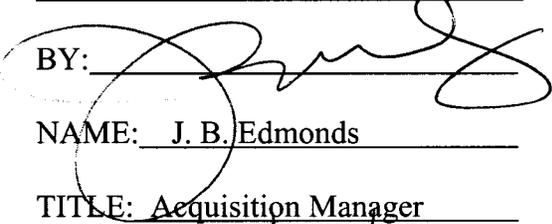
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

METROCALL, INCORPORATED

BY: 
NAME: Dianne Burnes
TITLE: District Sales Manager
DATE: 9/14/06

COMMONWEALTH OF VIRGINIA

BY: 
NAME: J. B. Edmonds
TITLE: Acquisition Manager
DATE: 9/21/2006

**MODIFICATION #2
TO
CONTRACT NUMBER VA-041215-METR
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
METROCALL, INCORPORATED**

This MODIFICATION #2 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Metrocall, Incorporated, hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #2 is hereby incorporated into and made an integral part of Contract VA-041215-METR.

The purpose of this Modification #2 is to add North Carolina coverage to the Agreement.

Reference: Page C-4 of C-13, paragraph 11 entitled, "Modifications":

Both of the above-referenced parties hereby agree to add an option for North Carolina coverage to the Agreement as delineated herein:

<u>Optional Service</u>	<u>Price</u>
Extended Paging in North Carolina	\$4.00 per pager per month

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-041215-METR and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

METROCALL, INCORPORATED

BY: *Dianne S. Byrnes*

NAME: Dianne S. Byrnes

TITLE: District Sales Manager

DATE: 2/14/06

COMMONWEALTH OF VIRGINIA

BY: *Joe A. Parr*

NAME: Joe A. Parr

TITLE: Tech Contracts Manager

DATE: 2/14/06

**MODIFICATION #1
TO
CONTRACT NUMBER VA-041215-METR
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
METROCALL, INCORPORATED**

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Metrocall, Incorporated, hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-041215-METR.

The purpose of this Modification #1 is to add SafetyNet to the Agreement.

Reference: Page C-4 of C-13, paragraph 11 entitled, "Modifications":

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

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

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

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

4. Pricing

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

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-041215-METR and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

METROCALL, INCORPORATED

BY: *Dianne Byrnes*

NAME: Dianne Byrnes

TITLE: District Manager

DATE: 4/27/05

COMMONWEALTH OF VIRGINIA

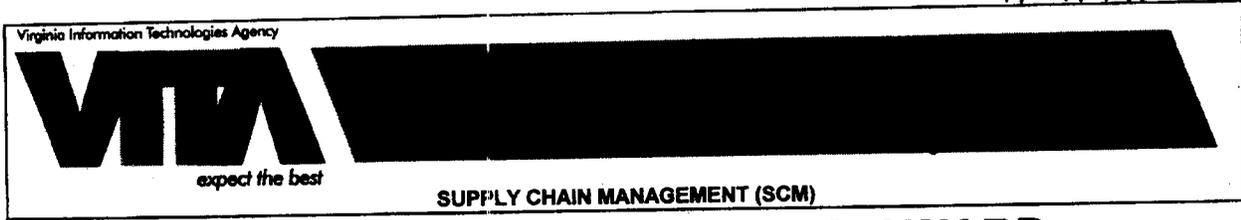
BY: *Joe A. Parr*

NAME: Joe A. Parr

TITLE: Tech Contracts Manager

DATE: 5/3/05

91-1199104



SOLICITATION - OFFER -and- AWARD

Information Technology / Telecommunications Products and/or Services Invitation for Bid (IFB)					
Contract #:	IFB #:	Date Issued:	Date Due:	APR #:	Approval #:
VA-041215-METR	2004-041R	9-Nov-04	1-Dec-04	200	
For information, please e-mail or call: Joe Parr: joe.parr@vita.virginia.gov, -or- (804) 371-5991					
ISSUING OFFICE: Virginia Information Technologies Agency Supply Chain Management Directorate 110 S. 7th Street, East Lobby Richmond, VA 23219-9300			SHIP TO: Virginia Information Technologies Agency 110 South 7th Street Richmond, VA 23219 ATTN: Stuart Thacker		

SOLICITATION

Sealed Bids for furnishing the Products and Services set forth in the schedule, will be returned to the Issuing Office. Please provide an original and 0 copies. If hand carried, deliver to the SCM receptionist located in the East Lobby of the address indicated. Bids must be received prior to 2:00 PM local time on the Date Due indicated above. Please read and understand the attached Solicitation Instructions.

This is an advertised solicitation consisting of (1) the Schedule of Products and/or Services, pages 2 through 12; (2) the Solicitation Instructions, pages S-1 Through S-3; and (3) the Mandatory Contractual Terms and Conditions, pages C-1 through C-13; and other provisions, representations, certifications or specifications as are attached or incorporated herein by reference. Bids will be publicly opened at: 2:10 p.m., local time Dec 1, 2004, in the SCM Conference Room, 110 South 7th Street, Lobby Floor.

Issued by:

Joe A. Parr, Senior Sourcing Consultant
SCM Integrated Sourcing

Joe A. Parr
Signature

OFFER

In compliance with the Terms and Conditions set forth in this solicitation, the undersigned agrees, if this offer is accepted within 90 days from the date due above, to furnish any or all Bid Items awarded at the prices offered in the Schedule, delivered to the Ship To address above within the time specified in the Schedule.

<p>CONTRACTOR'S FIN: 91-1199104</p> <p>Co. Name: METROCALL WIRELESS Address: 6100 W. BROAD ST. City/State/ZIP: RICHMOND, VA 23230 Signature: <i>Rick A. Wingers</i> Print Name: RICK A. WINGENDER Title: SALES MANAGER E-mail: WINGENDER@METROCALL.COM VOICE# / FAX#: (804) 957-0003 / (804) 673-04526</p>	<p>BILL TO:</p> <p>Virginia Information Technologies Agency 110 South 7th Street Richmond, VA 23219 ATTN: Accounts Payable</p>
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AWARD

Accepted as to Bid Item numbers:	AMOUNT:	AWARD DATE:
6-20, 26-70, 74-76, and 78-95	Per Order	12/15/04
Commonwealth's Representative:	COMMONWEALTH of VIRGINIA	PAGE:
Joe A. Parr, Senior Sourcing Consultant	By: <i>Joe Parr</i>	1-of-12

DIT - 62A	Schedule	Bid NO. 2004-041		PAGE 2 OF 12	
NAME OF CONTRACTOR Metrocall Wireless		REQUIRED DELIVERY DATE (RDD) 30 DAYS ARO		INITIALS VRP	
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
A. Nationwide Paging Services					
1	Digital Paging Service (unlimited)	20	EACH	\$ 19.12	\$ 4,588.80
2	Alphanumeric Paging Service (unlimited)	10	EACH	\$ 29.35	\$ 3,522.00
3	Service Connection charges (if any)	30	EACH	N/C	N/C
4	Replacement of Digital Paging device	1	EACH	\$ 29.41	\$ 352.92
5	Replacement of Alphanumeric Paging Device	1	EACH	\$ 58.82	\$ 705.84
Total Evaluated Cost (Items 1-5)					\$ 9,169.56
Note: The vendor must attach coverage maps and local exchange information for this area					
B. Statewide Paging Services					
6	Digital Paging Service (unlimited pages)	20	EACH	\$ 8.18	\$ 1,963.20
7	Alphanumeric Paging Service (unlimited pages)	10	EACH	\$ 12.88	\$ 1,545.60
8	Service Connection charges (if any)	30	EACH	N/C	N/C
9	Replacement of Digital Paging Device	1	EACH	\$ 29.41	\$ 352.92
10	Replacement of Alphanumeric Paging Device	1	EACH	\$ 58.82	\$ 705.84
Total Evaluated Cost (Items 6-10)					\$ 4,567.56
Note: The vendor must attach coverage maps and local exchange information for this area					
C. Paging Services for the Northern Virginia area					
11	Digital Paging Service (unlimited pages)	20	EACH	\$ 3.18	\$ 763.20
12	Alphanumeric Paging Service (unlimited pages)	10	EACH	\$ 8.18	\$ 981.60
13	Service Connection charges (if any)	30	EACH	N/C	N/C
14	Replacement of Digital Paging Device	1	EACH	\$ 29.41	\$ 352.92
15	Replacement of Alphanumeric Paging Device	1	EACH	\$ 58.82	\$ 705.84
Total Evaluated Cost (Items 11-15)					\$ 2,803.56
Note: The vendor must attach coverage maps and local exchange information for this area					

DIT - 62A	Schedule	Bid NO. 2004-041			PAGE 2 OF 12	
NAME OF CONTRACTOR Metrocall Wireless		REQUIRED DELIVERY DATE (RDD) 30 DAYS ARO			INITIALS VRP	
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE	
	information for this area					
	D. Paging Services for the Bristol Area					
16	Digital Paging Service (unlimited pages) (929.5125 MHZ)	20	EACH	\$ 3.18	\$ 763.20	
17	Alphanumeric Paging Service (unlimited pages) (929.5125 MHZ)	10	EACH	\$ 8.18	\$ 981.60	
18	Service Connection charges (if any)	30	EACH	N/C	N/C	
19	Replacement of Digital Paging device	1	EACH	\$ 29.41	\$ 352.92	
20	Replacement of Alphanumeric Paging Device	1	EACH	\$ 58.82	\$ 705.84	
	Total Evaluated Cost (Items 16-20)				\$ 2,803.56	
	Note:					
	The vendor must attach coverage maps and local exchange information for this area					
	E. Paging Service for the Grundy/Richlands Area					
21	Digital Paging Service (unlimited pages)	20	EACH	No Bid	No Bid	
22	Alphanumeric Paging Service (unlimited pages)	10	EACH	No Bid	No Bid	
23	Service Connection charges (if any)	30	EACH	No Bid	No Bid	
24	Replacement of Digital Paging Device	1	EACH	No Bid	No Bid	
25	Replacement of Alphanumeric Paging Device	1	EACH	No Bid	No Bid	
	Total Evaluated Cost (Items 21 - 25)			No Bid	No Bid	
	Note:					
	The vendor must attach coverage maps and local exchange information for this area					
	F. Paging Services for the Marion Area					
26	Digital Paging Service (unlimited pages) (929.5125 MHZ)	20	EACH	\$ 3.18	\$ 763.20	
27	Alphanumeric Paging Service (unlimited pages) (929.5125 MHZ)	10	EACH	\$ 8.18	\$ 981.60	
28	Service Connection charges (if any)	30	EACH	N/C	N/C	
29	Replacement of Digital Paging Device	1	EACH	\$ 29.41	\$ 352.92	
30	Replacement of Alphanumeric Paging Device	1	EACH	\$ 58.82	\$ 705.84	
	Total Evaluated Cost (Items 26-30)				\$ 2,803.56	
	Note:					
	The vendor must attach coverage maps and local exchange					

DIT - 62A	Schedule	Bid NO. 2004-041			PAGE 2 OF 12	
NAME OF CONTRACTOR Metrocall Wireless		REQUIRED DELIVERY DATE (RDD) 30 DAYS ARO			INITIALS VRP	
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE	
	Information for this area					
	G. Paging Services for the Charlottesville Area					
31	Digital Paging Service (unlimited pages)	20	EACH	\$ 3.18	\$ 763.20	
32	Alphanumeric Paging Service (unlimited pages)	10	EACH	\$ 8.18	\$ 981.60	
33	Service Connection charges (if any)	30	EACH	N/C	N/C	
34	Replacement of Digital Paging device	1	EACH	\$ 29.41	\$ 352.92	
35	Replacement of Alphanumeric Paging Device	1	EACH	\$ 58.82	\$ 705.84	
	Total Evaluated Cost (Items 31-35)				\$ 2,803.56	
	Note:					
	The vendor must attach coverage maps and local exchange information for this area					
	H. Paging Services for the Lynchburg Area					
36	Digital Paging Service (unlimited pages)	20	EACH	\$ 3.18	\$ 763.20	
37	Alphanumeric Paging Service (unlimited pages)	10	EACH	\$ 8.18	\$ 981.60	
38	Service Connection charges (if any)	30	EACH	N/C	N/C	
39	Replacement of Digital Paging Device	1	EACH	\$ 29.41	\$ 352.92	
40	Replacement of Alphanumeric Paging Device	1	EACH	\$ 58.82	\$ 705.84	
	Total Evaluated Cost (Items 36 40)				\$ 2,803.56	
	Note:					
	The vendor must attach coverage maps and local exchange information for this area					
	I. Paging Services for the Roanoke Area					
41	Digital Paging Service (unlimited pages)	20	EACH	\$ 3.18	\$ 763.20	
42	Alphanumeric Paging Service (unlimited pages)	10	EACH	\$ 8.18	\$ 981.60	
43	Service Connection charges (if any)	30	EACH	N/C	N/C	
44	Replacement of Digital Paging Device	1	EACH	\$ 29.41	\$ 352.92	
45	Replacement of Alphanumeric Paging Device	1	EACH	\$ 58.82	\$ 705.84	
	Total Evaluated Cost (Items 11-15)				\$ 2,803.56	
	Note:					
	The vendor must attach coverage maps and local exchange					

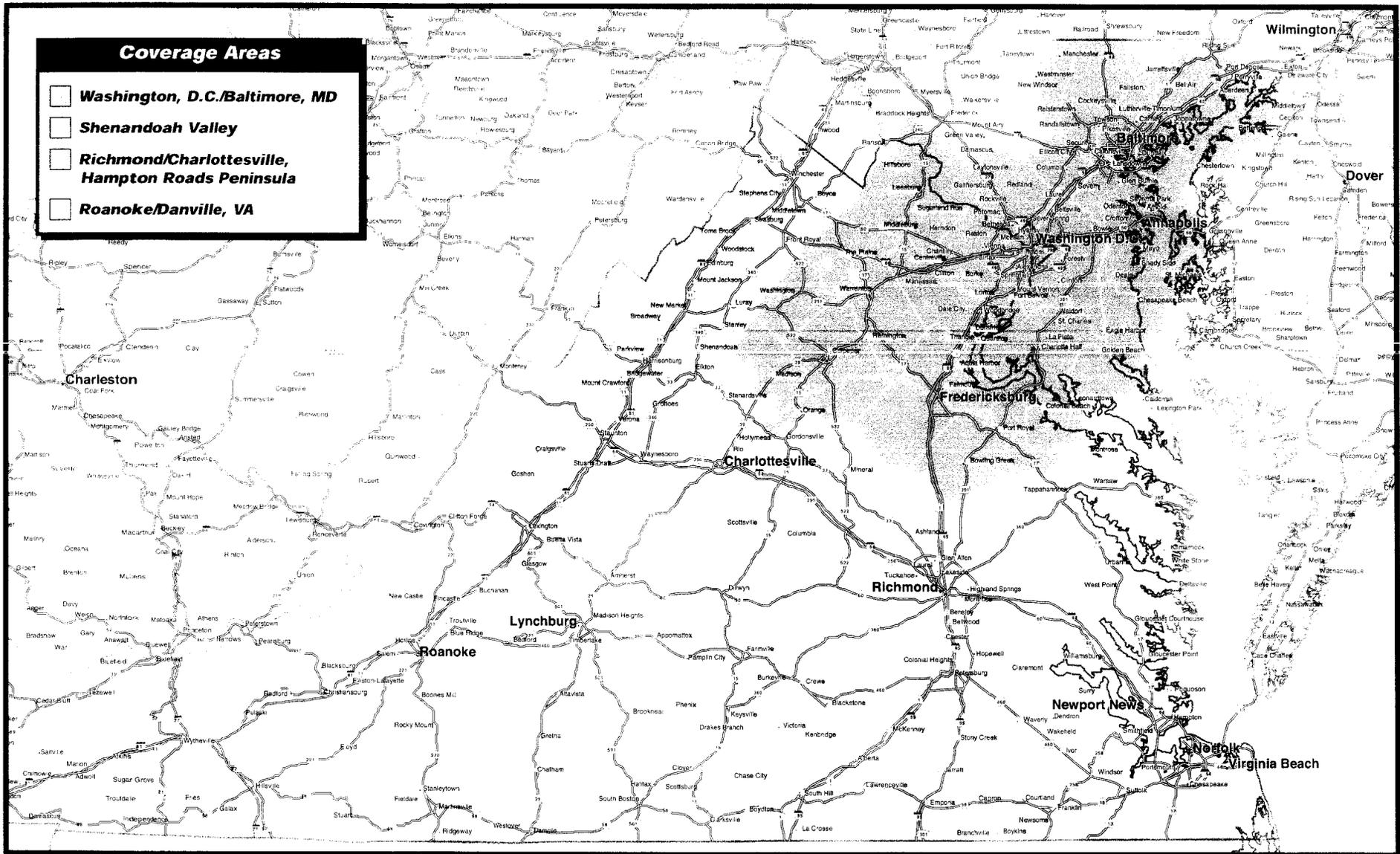
DIT - 62A	Schedule	Bid NO. 2004-041			PAGE 2 OF 12	
NAME OF CONTRACTOR Metrocall Wireless		REQUIRED DELIVERY DATE (RDD) 30 DAYS ARO			INITIALS VRP	
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE	
	information for this area					
	J. Paging Services for the Tidewater Area					
46	Digital Paging Service (unlimited pages)	20	EACH	\$ 3.18	\$ 763.20	
47	Alphanumeric Paging Service (unlimited pages)	10	EACH	\$ 8.18	\$ 981.60	
48	Service Connection charges (if any)	30	EACH	N/C	N/C	
49	Replacement of Digital Paging device	1	EACH	\$ 29.41	\$ 352.92	
50	Replacement of Alphanumeric Paging Device	1	EACH	\$ 58.82	\$ 705.84	
	Total Evaluated Cost (Items 46-50)				\$ 2,803.56	
	Note:					
	The vendor must attach coverage maps and local exchange information for this area					
	K. Paging Services for the Richmond Area					
51	Digital Paging Service (unlimited pages)	20	EACH	\$ 3.18	\$ 763.20	
52	Alphanumeric Paging Service (unlimited pages)	10	EACH	\$ 8.18	\$ 981.60	
53	Service Connection charges (if any)	30	EACH	N/C	N/C	
54	Replacement of Digital Paging Device	1	EACH	\$ 29.41	\$ 352.92	
55	Replacement of Alphanumeric Paging Device	1	EACH	\$ 58.82	\$ 705.84	
	Total Evaluated Cost (Items 21 - 25)				\$ 2,803.56	
	Note:					
	The vendor must attach coverage maps and local exchange information for this area					
	L. Paging Services for the Petersburg Area					
56	Digital Paging Service (unlimited pages)	20	EACH	\$ 3.18	\$ 763.20	
57	Alphanumeric Paging Service (unlimited pages)	10	EACH	\$ 8.18	\$ 981.60	
58	Service Connection charges (if any)	30	EACH	N/C	N/C	
59	Replacement of Digital Paging Device	1	EACH	\$ 29.41	\$ 352.92	
60	Replacement of Alphanumeric Paging Device	1	EACH	\$ 58.82	\$ 705.84	
	Total Evaluated Cost (Items 56 - 60)				\$ 2,803.56	
	Note:					
	The vendor must attach coverage maps and local exchange					

DIT - 62A	Schedule	Bid NO. 2004-041		PAGE 2 OF 12	
NAME OF CONTRACTOR Metrocall Wireless		REQUIRED DELIVERY DATE (RDD) 30 DAYS ARO		INITIALS VRP	
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
	information for this area				
	M. Paging Services for the Danville Area				
61	Digital Paging Service (unlimited pages)	20	EACH	\$ 3.18	\$ 763.20
62	Alphanumeric Paging Service (unlimited pages)	10	EACH	\$ 8.18	\$ 981.60
63	Service Connection charges (if any)	30	EACH	N/C	N/C
64	Replacement of Digital Paging Device	1	EACH	\$ 29.41	\$ 352.92
65	Replacement of Alphanumeric Paging Device	1	EACH	\$ 58.82	\$ 705.84
	Total Evaluated Cost (Items 61-65)				\$ 2,803.56
	Note:				
	The vendor must attach coverage maps and local exchange information for this area				
	N. Paging Services for Southwest Virginia (if not covered above)				
66	Digital Paging Service (unlimited pages)	20	EACH	\$ 3.18	\$ 763.20
67	Alphanumeric Paging Service (unlimited pages)	10	EACH	\$ 8.18	\$ 981.60
68	Service Connection charges (if any)	30	EACH	N/C	N/C
69	Replacement of Digital Paging Device	1	EACH	\$ 29.41	\$ 352.92
70	Replacement of Alphanumeric Paging Device	1	EACH	\$ 58.82	\$ 705.84
	Total Evaluated Cost (Items 66-70)				\$ 2,803.56
	Note:				
	The vendor must attach coverage maps and local exchange information for this area				
	O. Tone and Voice Paging Services				
71	Tone and Voice Paging Service	1	EACH	No Bid	No Bid
72	Service Connection charges (if any)	1	EACH	No Bid	No Bid
73	Replacement of Tone and Voice Paging Device	1	EACH	No Bid	No Bid
	Note:				
	The vendor must attach coverage maps and local exchange information for this area				
	P. Two-Way Paging Services				
	Message Plan 500	1	Message	\$ 9.95	\$ 119.40

DIT - 62A	Schedule	Bid NO. 2004-041		PAGE 2 OF 12	
NAME OF CONTRACTOR Metrocall Wireless		REQUIRED DELIVERY DATE (RDD) 30 DAYS ARO		INITIALS VRP	
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
	verage (per Message) Messages (100 Characters per Message)	1	Message	\$ 0.06	\$ 0.06
74	Message Plan 1000	1	Message	\$ 17.95	\$ 215.40
	verage (per Message) Messages (100 Characters per Message)	1	Message	\$ 0.06	\$ 0.06
75	Message Plan 1200	1	Message	\$ 22.95	\$ 275.40
	verage (per Message)	1	Message	\$ 0.05	\$ 0.05
76	Message Plan 3000	1	Message	\$ 27.95	\$ 335.40
	verage (per Message)	1	Message	\$ 0.05	\$ 0.05
77	Message Plan 3500	1	Message	No Bid	No Bid
	verage (per Message)	1	Message	No Bid	No Bid
	Message Plan 6000	1	Message	\$ 29.95	\$ 359.40
	verage (per Message) Messages (100 Characters per Message)	1		\$ 0.04	\$ 0.04
78	Service Connection charges (if any)	1	EACH	N/C	N/C
79	Toll Free Number	1	LOT	No Bid	No Bid
	Toll Free Number for ALL devices	1	EACH	\$ 5.95	\$ 71.40
80	Cost of Two-Way Paging device				
	T900- one time charge for each unit purchased.	1	EACH	\$ 49.95	\$ 49.95
	P935/Timeport - one time charge for each unit purchased.	1	EACH	\$ 150.00	\$ 150.00
81	Lease of Two-Way Paging Device	1			
	T900	1	EACH	\$ 9.00	\$ 9.00
	P935/Timeport	1	EACH	\$ 9.00	\$ 9.00
82	Replacement Cost of Leased Device	1			
	T900 - one time charge for each unit lost/destroyed	1	EACH	\$ 75.00	\$ 75.00
	P935/Timeport - one time charge for each unit lost/destroyed.	1	EACH	\$ 100.00	\$ 100.00
83	Vanity Address	1			
	T900	1	EACH	\$ 1.00	\$ 1.00
	P935/Timeport	1	EACH	\$ 1.00	\$ 1.00
84	Activation Fee (if any)	1			
	T900	1	EACH	\$ 20.00	\$ 20.00
	P935/Timeport	1	EACH	\$ 20.00	\$ 20.00
85	Insurance for Leased Two-Way Paging Device T900	1			
	T900	1	EACH	\$ 3.00	\$ 3.00
	P935/Timeport	1	EACH	\$ 6.00	\$ 6.00
	Note:				
	The vendor must attach coverage maps and local exchange information for this area				
	Features for all Paging Services (Includes one-way and two-way paging)				
86	Voice Mail (Junior, 15sec inc. msg length)	1	EACH	\$ 2.00	\$ 24.00
	Voice Mail (Plus, 60sec inc.msg length)	1	EACH	\$ 4.00	\$ 48.00
	Voice Mail (Executive, 120sec inc. msg length)	1	EACH	\$ 6.00	\$ 72.00
	Voice Mail (Nationwide, 120sec inc. msg length)	1	EACH	\$ 8.00	\$ 96.00
	**messages are held for a maximum of three days.				
87	Numeric Retrieval	1	EACH	\$ 3.45	\$ 41.40
88	Custom Prompt	1	EACH	\$ 3.45	\$ 41.40
89	Group Call	1	EACH	\$ 1.15	\$ 13.80
90	Second Phone Number	1	EACH	\$ 2.30	\$ 27.60
91	Dispatch Services (Aradiant)				

DIT - 62A	Schedule	Bid NO. 2004-041		PAGE 2 OF 12	
NAME OF CONTRACTOR Metrocall Wireless		REQUIRED DELIVERY DATE (RDD) 30 DAYS ARO		INITIALS VRP	
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
	Word One (Generic 800# with 30 dispatched msgs / month, \$0.50/msg)	1	EACH	\$ 8.00	\$ 96.00
	Word One Plus (same as above, plus personalized greeting), \$0.50/msg.	1	EACH	\$ 13.00	\$ 156.00
	800# per message plan (answered by live operator, charged per message, \$0.55/msg)	1	EACH	\$ 10.00	\$ 120.00
	**All three plans are Local, Statewide, & Nationwide				
92	Broadcast Alerts - No Charge	1	EACH	N/C	N/C
93	Lottery Information Updated on Alpha Pagers - No Charge	1	EACH	N/C	N/C
94	Additional Charge for Advisor Elite Pager - None.	1	EACH	N/C	N/C
	Local	1	EACH	N/C	N/C
	State	1	EACH	N/C	N/C
	National	1	EACH	N/C	N/C
	Replacement Cost	1	EACH	N/C	N/C
	**There are no additional charges for any Alpha equipment.				
95	800 Number for above Pagers	1	EACH	\$ 5.95	\$ 71.40

Virginia/Washington, D.C./Baltimore, Maryland



158.7000 MHz

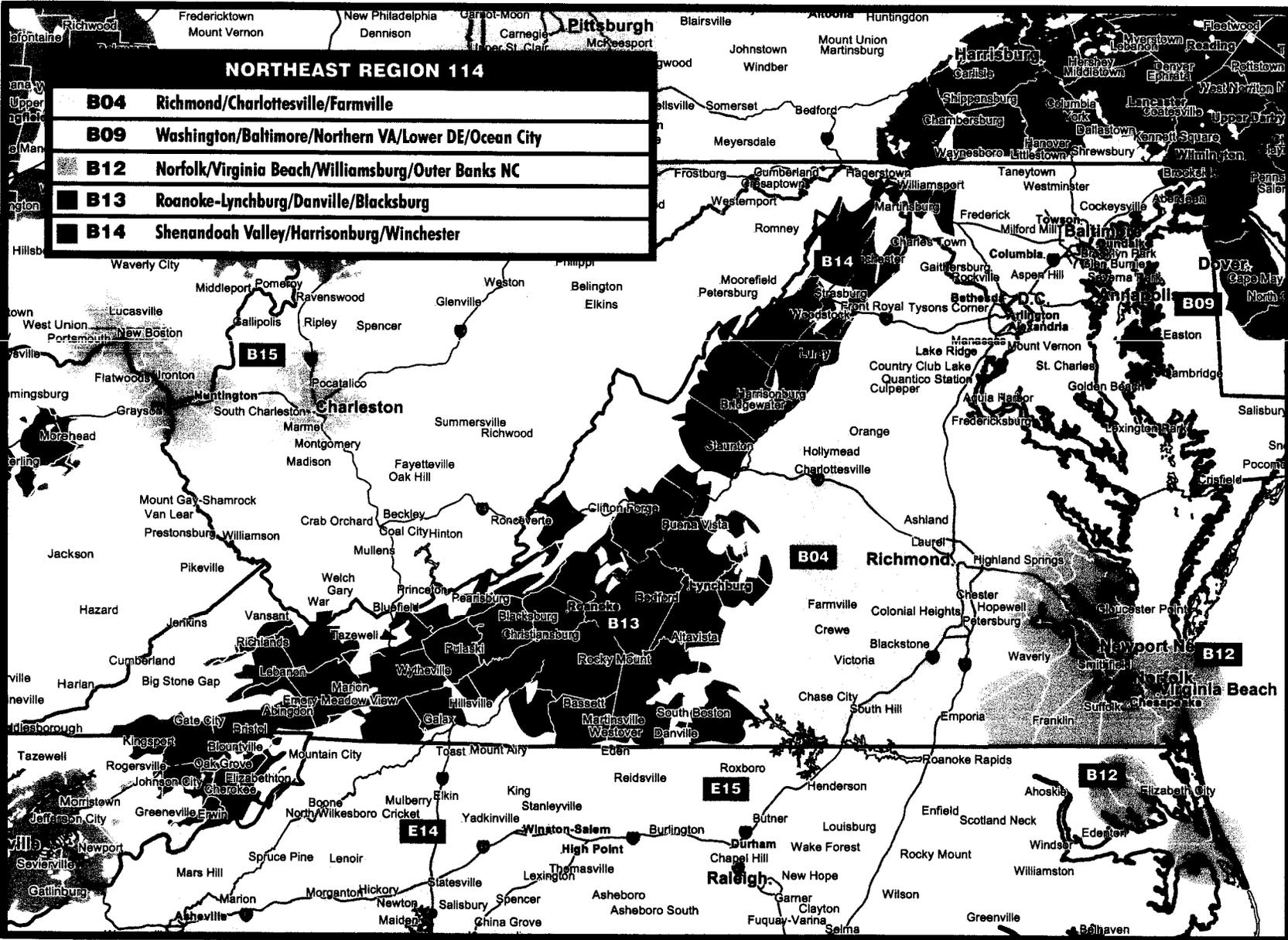


Metrocall[®]
wireless

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Virginia

METROCALL
AMERICA'S WIRELESS NETWORK



Because of the nature of radio transmission, strength of paging signal will vary depending upon your location. Maps may not be to scale. Areas between coverage zones are shown larger than actual size.

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929.5125 MHz

11/99 MN0004

Location	Area Code	Phone Exchanges	State
ALEXANDRIA, VA	703	313,213,719	VA
AMELIA, VA	804	561	VA
BELLINGHAM, WA	360	758,778	VA
BLACKSBURG, VA	540	557,558	VA
CHARLOTTESVILLE, VA	434	923,244,872,961	VA
CHESTER, VA	804	706,751,768,777	VA
CREWE, VA	434	645	VA
CULPEPER, VA	540	399,727	VA
DANVILLE, VA	434	773,766,791,797	VA
EMPORIA, VA	434	348,336,634	VA
FARMVILLE, VA	434	315,392	VA
FRANKLIN, VA	757	516,562	VA
FREDERICKSBURG, VA	540	374,310,361,368,370,372,374,654, 899	VA
FRONT ROYAL, VA	540	631	VA
GALAX, VA	276	238	VA
GROVETON FOR FAIRFAX COUNTY	703	612,702,721	VA
HARRISONBURG, VA	540	564,568,574,801	VA
HAYES, VA	804	684	VA
HERNDON	703	467,707,787	VA
LEE HALL, VA	757	847,887,820	VA
LEESBURG, VA	703	443,737	VA
LEXINGTON, VA	540	462,463,464	VA
LYNCHBURG, VA	434	849,522,528,592	VA
MANASSAS, VA	703	393,530,366,365	VA
MARTINSVILLE, VA	276	656,670,638,634	VA
MCLEAN, VA	703	903	VA
NEWPORT NEWS, VA	757	875,269,872,881,888,000	VA
NORFOLK, VA	757	629,446,533,584,616	VA
PENINSULA, VA	757	890,856,886,988	VA
PETERSBURG, VA	804	863,862,957	VA
PULASKI, VA	540	994	VA
RICHMOND, VA	804	759,204,254,256,342,351,354,359,	VA
ROANOKE, VA	540	201,334	VA
ROCKY MOUNT, VA	540	482	VA
SMITHFIELD, VA	757	365,357	VA
SOUTH BOSTON, VA	434	517	VA
SOUTH HILL, VA	434	995,774,447	VA
STAUNTON, VA	540	887,851,332	VA
STONE MT, VA	540	296,297	VA
SUFFOLK, VA	757	934,925,538	VA
WARRENTON, VA	540	428,351,341	VA
WARSAW, VA	804	333	VA
WAYNESBORO, VA	540	932,949,941	VA
WINCHESTER, VA	540	723,678,665,545	VA
WYTHEVILLE, VA	276	625	VA

SOLICITATION INSTRUCTIONS
REV. 11/10/04

1. EXPLANATION TO BIDDERS:

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 DGS/DPS EVA WEB SITE WWW.EVA.VIRGINIA.GOV AND SUPPLY CHAIN MANAGEMENT (SCM) DIRECTORATE'S WEB SITE AT WWW.VITA.VIRGINIA.GOV/PROCUREMENT/PROCUREMENT.CFM FOR ANY AMENDMENTS OR CHANGES. THIS SOLICITATION IS SUBJECT TO THE PROVISIONS OF THE VIRGINIA PUBLIC PROCUREMENT ACT (VPPA). Any interpretation required by the State will be in the form of an amendment to the solicitation; SEE PARAGRAPH 10 BELOW. Oral explanations or instructions given before the award of the Contract will not be binding.**

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, VITA Form 62. Failure to enter a number in the space provided or to provide a correct FIN number may delay award or result in VITA determining that the vendor is not registered to conduct business with VITA. It is the vendor's responsibility to provide the correct FIN number and to keep VITA 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; VITA Form 62. 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 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 on page 1 of the

Solicitation. Sealed bids received after the date and hour identified on page 1 of the solicitation are automatically disqualified, and will not be considered. All bids must be sealed, marked and addressed, to the address shown on page 1 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. LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWALS OF BIDS

A. Any bids received at the office designated as the Issuing Office on page 1 of the Solicitation after the exact time specified for receipt will not be considered for award.

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 on the same IFB.

5. PUBLIC OPENING OF BIDS

Bids will be publicly opened at the time and date specified on page 1 of the Solicitation document. 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.

6. 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.

7. 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.

8. AWARD NOTICES

Upon the completion of evaluation, the State will either post a NOTICE OF AWARD (NOA) or a NOTICE OF INTENT TO AWARD (NOIA). If a NOIA 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 the DGS/DPS eVA web site (www.eva.state.va.us) AND SCM's web site (www.vita.virginia.gov/procurement/procurement.cfm).

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.

9. 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 DGS/DPS eVA web site (www.eva.state.va.us) and SCM's Web site at (www.vita.virginia.gov/procurement/procurement.cfm).

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.

10. ANTI-COLLUSION CERTIFICATION

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

11. 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

12. PROTESTS OF AWARDS

All protests of awards shall be conducted in accordance with the provisions of the VPPA.

13. CONTRACT

Any Contract which is awarded as a result of this solicitation, offer and award shall be between VITA 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 VITA authorized representative.

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 VITA Form #62).

14. 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 2.2-4342, 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) #2004-041R**

1. SCOPE OF CONTRACT

The following paragraphs contain the contractual terms and conditions by which the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State" or "VITA" (Virginia Information Technologies Agency), will acquire Nationwide/Statewide paging services, hereinafter referred to as the "Services" on the behalf of Agencies, Institutions, and other public bodies as defined in §2.2-4301 of the Virginia Public Procurement Act ("VPPA"), hereinafter referred to as "Authorized User" from the Contractor identified on the Cover Page (Page 1) of the Solicitation, hereinafter referred to as "Contractor." This is firm fixed-price, requirements-type Contract. This is a firm fixed-price, requirements-type contract. VITA will issue all orders for paging services provided under this contract.

2. 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.

3. 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 §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

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

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

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

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

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

4. 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.

5. 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.

6. 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.

7. ANTITRUST

By entering into this 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 Services purchased or acquired by the Commonwealth of Virginia under this Contract.

8. PAYMENT

a. To Prime Contractor:

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

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

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

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

5) **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).

b. To Subcontractors:

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

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

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

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.

9. ASSIGNMENT OF CONTRACT

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Contract shall not be assignable, in whole or in part, to any other party without the Virginia Information Technologies Agency's (VITA's) written consent, and that any purported assignment or transfer without such consent shall be null and void. If any law limits the right of the parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be as follows. The Contractor shall give the VITA purchasing office prompt written notice of the assignment, signed by authorized representatives of both the Contractor and the assignee. This written notice shall be on VITA's "Assignment Notice / Payment Instruction" form and shall provide all information requested on that form. Copies of the form may be obtained from the Contracts Manager, VITA, or designee. Upon VITA's acknowledgment of receipt of the properly executed form, the Assignee shall notify the Controller, VITA of the assignment and shall supply the Controller, with a copy of the properly executed form. Any payments made prior to receipt of such notification and form shall not be covered by this assignment.

In the event VITA receives any notice from a third party claiming to be an assignee of any rights of the Contractor under this Contract, Contractor agrees that payment or other performance in respect of those

rights shall not be due until at least thirty days after VITA's receipt of the notice required by the above paragraph or receipt of a similarly executed notice confirming the absence or revocation of the purported assignment. The Supply Chain Management Directorate of VITA shall promptly notify the Contractor of any assignment notice it receives.

10. 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 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 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 contemplated therein.

11. MODIFICATIONS

This contract may be modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so. No modifications to this contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. For purposes of the contract, the only authorized representative for the Commonwealth shall be the individual identified in the Commonwealth's Representative block on the Cover Page (Form 62 Rev 2/10/2004) of this solicitation or his duly designated alternate, and for the Contractor the person identified in the Contractor's block on the Cover Page of the solicitation or his/her duly designated alternate.

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

12. DEFAULT

In case of failure to deliver 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 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.

13. TAXES – FEDERAL, STATE AND LOCAL

The Commonwealth of Virginia is exempt from Federal excise and all State and Local taxes. Such taxes shall not be included in Contract prices. Tax certificates of exemption, Form ST-12 can be obtained online at <http://www.tax.state.va.us/>. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

14. 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.

15. INSURANCE

By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder 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.

16. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a contract over \$30,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.

17. 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.

18. NONDISCRIMINATION OF CONTRACTORS

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

19. ENTIRE AGREEMENT

This Contract, the solicitation, bid response, solicitation instructions, attachments, and all Services specifically listed in the Schedule, and the notes in the Schedule constitute the entire 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 Services acquired under this Contract unless signed by the Contracts Manager, VITA, or his alternate as designated by the Director, VITA.

20. BREACH

Contractor shall be deemed in breach of this Agreement if Contractor (a) fails to make any Service ready for acceptance testing by the specified delivery date; (b) repeatedly fails to respond to requests for Warranty maintenance or other required Service within the time limits set forth in this Agreement; (c) fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a "Show Cause" Notice identifying such noncompliance; or (d) fails to provide a written response to the Commonwealth's "Show Cause" Notice within ten (10) days after receiving same.

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

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

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:

- b. Prices and options committed to remain in force over a specified period(s) of time;

- c. 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 DATE

- a. The Contractor shall begin delivery of paging Services identified in the Schedule within fifteen (15) days from receipt of the fully executed Contract (IFB 2004-041R) signed by an authorized representative of VITA. The commencement of services shall require the Contractor to deliver pagers/paging services to Authorized Users upon receipt of individual Telecommunications Services Orders (TSOs) executed by VITA Ordering Officers.
- b. Any amendment by the State to this Contract or any part thereof, may require the establishment of a new mutually agreed to Service commencement date. The State may delay the Service commencement date by notifying the Contractor at least five (5) days before the scheduled Service commencement date.
- c. If Services are not delivered within the time specified in the Schedule, the State reserves the right to cancel the award of this Contract (or any TSO issued under this Contract) and/or terminate this Contract for default without further obligation, and award the solicitation to the next responsive and responsible bidder.
- d. Neither the Contractor nor the State shall be responsible for delays resulting from acts beyond the control of each party. These include, but are not limited to, acts of God, riots, acts of war, fire, earthquakes, epidemics, or disasters.

23. TELECOMMUNICATIONS SERVICE ORDERS (TSOs)

VITA retains the exclusive authority to order all Services delineated herein. The Commonwealth will issue a Telecommunications Services Order (TSO) to the Contractor for Services identified herein. To be valid, the TSO must cite the Contract Number identified in the upper left hand corner of VITA form 62 (Rev 2/10/2004), and must be signed by an Ordering Officer authorized to bind the Commonwealth contractually for telecommunications Services acquired under this Agreement. The TSO must identify the Service(s) to be acquired, the price for each Service and the required Service Commencement Date for each Service.

Upon receipt of a TSO via either regular mail, facsimile, or electronically, the Contractor shall acknowledge receipt of the Order within twenty-four (24) hours; the Contractor shall process the TSO and return an Order confirmation identifying the following information:

- a. Verification that the TSO is technically correct;
- b. Date Services will commence;
- c. Verification of the charge for each item (Service) to be provided, and;
- d. Other applicable administrative information necessary to deliver the Services requested on the TSO.

A copy of VITA's standard TSO is attached to this solicitation as "Attachment A".

24. ORDERING OFFICER(S)

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

ALTERNATE ORDERING OFFICER

Mr. Phil Johnson
VITA
110 South 7th Street
Richmond, VA 23219
Phone (804) 371-8537
phil.johnson@vita.virginia.gov

PRIMARY ORDERING OFFICER

Mr. Donald Spangler
VITA
110 South 7th Street
Richmond, VA 23219
Phone (804) 371-8538
don.spangler@vita.virginia.gov

The Ordering Officer(s) authority is limited to ordering the Services as identified in the Schedule herein, by written TSO(s) which reference this Contract, and does not include the ability to add any additional Services not set forth in the Schedule herein or to change or modify any prices, terms and/or conditions agreed upon by the parties hereto.

25. SERVICES

During the term of this Contract, the Contractor is not authorized to substitute any Service identified in the Schedule without the written permission of the Director, Supply Chain Management Directorate, VITA. Violation of this condition shall be considered grounds for termination of the Contract.

26. PATENT/COPYRIGHT PROTECTION

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

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

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

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

If the use of such equipment or software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the software, the

Contractor agrees to take back the infringing equipment, software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one half (1/2%) percent of the total paid for each month of use by the Commonwealth. This obligation is in addition to the obligations cited in the first four subparagraphs above.

27. NON-APPROPRIATION

All funds for payment of 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 Services listed under this Contract, the Commonwealth will terminate this Contract, or any individual TSO, for those Services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

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

28. 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.

29. 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.

30. TERM

The term of this Contract shall be for a period of two (2) years from the date of award. The Commonwealth at its sole option may extend the term of this Contract, at the prices quoted or less, for up to five (5) additional one (1) year periods. The Contractor shall be given thirty (30) days notice of the Commonwealth's intention to extend the term for such additional periods.

31. TERMINATION FOR CONVENIENCE

The Virginia Information Technologies Agency (VITA), may at its sole option and discretion, cancel all or any portion of the Services set forth in this Contract at any time such action is deemed to be in the best interest of the Commonwealth of Virginia.

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

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

32. TERMINATION OF INDIVIDUAL TSO

Any individual TSO under this Agreement may be terminated, in whole or in part, by the Commonwealth for its convenience, at any time by thirty (30) days written notice to the Contractor. There are no other costs or obligations for termination for convenience, i.e. circuit or service life. The Commonwealth shall be responsible for any costs solely associated with circuit or service de-installation.

33. 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.

34. LIMITATION OF LIABILITY

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

35. ACCEPTANCE, TESTING AND COMPLIANCE WITH SPECIFICATIONS

All Services (each installation) are subject to inspection and testing by the State to ensure Services delivered are in accordance with all requirements delineated herein and in the attached Schedule, and any which do not meet or exceed the specifications or other requirements of the Contract may be rejected. The State shall be given seventy-two (72) hours from the completion of installation by the Contractor to test, evaluate and accept the Services delivered or furnished under this Contract (provided that the using agency, in its sole discretion, may accept the same prior to expiration of the seventy-two (72) hour period). If the Contractor's Services fail to meet the Contract specifications or other requirements, or those required by the Contractor's own technical documentation, then the same may be rejected and returned to the Contractor. Such rejection will terminate the individual TSO issued under this Contract, and at the sole option of the State, the Contract. Such termination shall exempt the State from all costs incurred by the Contractor.

Acceptance shall be effective for the purpose of making payment for Services delivered, however, acceptance by the State following testing and evaluation during the seventy-two (72) hour period shall not be conclusive that the 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 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.

36. INVOICES

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

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

37. 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 Contractor shall fail to deliver the Services required by this Contract or (b) the Contractor shall repeatedly fail to respond to requests for maintenance or other services within the time limits set forth in the Contract or (c) the Contractor shall breach any of the other terms set forth within this agreement or (d) the Contractor shall fail to cure any breach after receiving a "Show Cause Notice" identifying the failure, and providing the Contractor ten (10) days to cure the failure/nonperformance. If the Contractor 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.

38. FAILURE TO DELIVER

In the event the Contractor fails for any reason to deliver in a timely manner or according to Contract terms the items 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 items 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.

39. Alternative Dispute

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the VITA 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 VITA 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. VITA shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

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

Contractor agrees to submit any and all contractual disputes arising from this contract to VITA's alternative dispute resolution procedures. Contractor may invoke VITA's alternative dispute resolution procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

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.

40. CREDITS

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

41. PRIORITY OF SERVICE (DELIVERY)

The Commonwealth of Virginia requires that Contractor provide delivery equal to or better than that provided its commercial and retail customers. Contractors who fail to comply with this provision are advised that such action shall be considered grounds for termination of this Agreement. Contractors whose agreements are terminated for such action may be placed on VITA's list of Debarred/Ineligible bidders in accordance with Section 7.20 of the Division of Purchases and Supply's Vendor's Manual dated December 1998.

ATTACHMENT "A"

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)
110 SOUTH 7TH STREET, RICHMOND, VA 23219
TELECOMMUNICATIONS SERVICE ORDER

* * * * *
* VITA ORDER NO.: PROJECT: *
* ACCOUNT NO.: REQUESTED DUE DATE: *
* VITA CONTACT: *
* TELEPHONE: *
* COPY TO: *
* * * * *
* VITA APPROVAL: _____ DATE: _____ *
* * * * *

ACTIVITY CODE: AGENCY LOG NO:
AGENCY:
COORDINATOR:
ADDRESS:
CITY:
STATE: ZIP:
TELEPHONE:

* * * * *
* VENDOR: *
* ADDRESS: *
* CITY: *
* STATE: ZIP: *
* REMARKS TO VENDOR: *
* * * * *
* ATTENTION: *
* * * * *

* SERVICE REP: _____ *
* * * * *
* TELEPHONE: _____ DUE DATE: _____ *
* * * * *
* S.O. NOS: _____ *
* * * * *

* REMARKS FROM VENDOR: *
* _____ *
* _____ *
* _____ *
* * * * *

SERVICE ORDER GENERAL DESCRIPTION: DESCRIPTION PAGE: 1 OF x