Commonwealth of Virginia
Virginia Information Technologies Agency

HAND HELD SATELLITE TELEPHONES & SERVICES

Optional Use Contract

Date:	May 14, 2008
Contract #:	VA-050329-MACK
Authorized User:	State Agencies, Institutions and Other Public Bodies of the Commonwealth
Contractor:	Mackay Communications Inc.
FIN:	56-1550100
Contact Person:	Patrick Fisher Phone: 919-850-3164 Email: Patrick.fisher@mackaycomm.com
Ordering Information:	3691 Trust Drive Raleigh, NC 27616-2955 Fax: 919-954-1707
Term:	March 29, 2008 through March 28, 2009
Delivery Date:	Determined by Individual Orders
Payment:	Net 30 days

For Additional Contract Information, Please Contact:

Stuart Thacker
Strategic Sourcing Consultant
Phone: 804-416-6163
E-Mail: stuart.thacker@vita.virginia.gov
Fax: 804-416-6361

Doug Leslie
Strategic Sourcing Consultant
Phone: 804-416-6161
E-Mail: doug.leslie@vita.virginia.gov

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

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

CONTRACT #VA-050329-MACK

EXTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	Mod 1 revises price list	5/2/05
2	Mod 2 adds products and services to the contract	11/18/05
3	Mod 3 extends contract term	3/29/06
4	Mod 4 extends contract term and revises the price list	3/29/07
5	Mod 5 updates IFA language in contract	1/22/08
6	Updates supplier's contact information	3/3/08
7	Mod 6 extends contract term	3/29/08

MODIFICATION #6
TO
CONTRACT NUMBER VA-050329-MACK
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MACKAY COMMUNICATIONS, 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 MACKAY COMMUNICATIONS, 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-050329-MACK, as modified.

Reference: Page C-11, Paragraph 33 entitled "Term":

The term of Contract VA-050329-MACK shall be extended from March 29, 2008 through March 28, 2009.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-050329-MACK 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.

MACKAY COMMUNICATIONS, INC.

BY: _____

NAME: Patrick L. Fisher

TITLE: Dir., Satellite Services

DATE: 5-12-08

COMMONWEALTH OF VIRGINIA

BY: _____

NAME: Douglas Crenshaw

TITLE: Strategic Sourcing Manager

DATE: 5-29-08

MODIFICATION #5
TO
CONTRACT NUMBER VA-050329-MACK
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MACKAY COMMUNICATIONS, INC

This MODIFICATION #5 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "Commonwealth," and MACKAY COMMUNICATIONS, hereinafter referred to as "Contractor."

Reference Contract VA-050329-MACK, Page C-16 of C-17, Paragraph 49 entitled "**INDUSTRIAL FUNDING ADJUSTMENT**"

Both Commonwealth and Contractor do hereby agree to replace the language in the above reference of the Contract with the following revised language effective as of the date signed by Contractor below.

"Supplier's Report of Sales and Industrial Funding Adjustment
By the 10th day of every month, the Supplier shall submit the "Supplier Monthly Report of Sales". A template showing the format in which the report is to be submitted and contact information for submission is available at http://www.vita.virginia.gov/scm/default.aspx?id=4450 under "Supplier Reporting". The report shall be submitted via electronic mail to the VITA IFA Coordinator and shall report total sales (defined for purposes of this report as all invoiced payments received by Supplier from all Authorized Users) for this Contract during the preceding month. Supplier shall be responsible for submitting the monthly report of sales even if Supplier has had no sales (i.e., a $0.00 total sales value) for the reporting period.

The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such "Supplier Monthly Report of Sales" within thirty (30) days after submitting the "Supplier Monthly Report of Sales". The IFA payment is equal to two percent (2%) of total sales reported during the relevant month.

The IFA payment shall be submitted to VITA, Attention VITA Controller in the form of a check or electronic payment, made payable to the Treasurer of Virginia. The IFA payment shall reference this Contract number, "report amounts", and "report period" and shall be accompanied by a copy of the relevant "Supplier Monthly Report of Sales". Contact information for submission of IFA payments is available at http://www.vita.virginia.gov/scm/default.aspx?id=4450 under "Supplier Reporting".

Failure to comply with reporting, payment and distribution requirements of this section may result in default of the Contract."

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.

MACKAY COMMUNICATIONS INC	COMMONWEALTH OF VIRGINIA
BY: [signature]	BY: [signature]
NAME: Patrick Fisher	NAME: Doug Crenshaw
TITLE: Dir. of Sales	TITLE: Servicing Manager
DATE: 1/9/08	DATE: 1/24/08

MODIFICATION #4
TO
CONTRACT NUMBER VA-050329-MACK
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MACKAY COMMUNICATIONS, INC.

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 MACKAY COMMUNICATIONS, 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-050329-MACK, as modified.

The purpose of this Modification #4 is to document both parties' agreement concerning the extension of the term of the contract, addition of products and the increase of the monthly subscription fee by Iridium Satellite LLC.

Reference: Page C-11, Paragraph 33 entitled "Term":

Both of the above referenced parties agree that the term of Contract VA-050329-MACK shall be extended from March 29, 2007 through March 28, 2008.

Reference: Page C-4, Paragraph 10 entitled "Modifications":

Both of the above referenced parties hereby agree to the revised price list of products and services as delineated in Attachment "A" to this Modification #4. Attachment "A" is hereby incorporated into and is made an integral part of Contract VA-050329-MACK with the execution of this Modification #4 by both parties. All previous price listings are hereby deleted in their entirety and are replaced by the Price List contained in Attachment "A" to this Modification #4.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-050329-MACK 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.

MACKAY COMMUNICATIONS, INC.

BY: _____

NAME: Shawn Ryan

TITLE: Account Manager

DATE: 3/15/07

COMMONWEALTH OF VIRGINIA

BY: _____

NAME: Douglas Crenshaw

TITLE: Strategic Sourcing Manager

DATE: 3/21/07

PRICE LIST

Globalstar Equipment

Description	Qty	Unit	Unit Price
GSP1600 Handheld Satellite Telephone - Includes:	1-9	Ea.	$638
one GSP-1600 (Phone), one GPB-1650 (Battery),	10-24	Ea.	$621
one GSP-1220 (A/C Wall Charger), one Manual, 1 year Warranty	25-49	Ea.	$603
	50+	Ea.	$580
Kit, Basic GSP1600 - Includes:	1-9	Ea.	$735
one GSP-1600 (Phone), one GPB-1650 (Battery),	10-24	Ea.	$720
one GSP-1220 (A/C Wall Charger), one CLA-1600 (D/C Car Charger)	25-49	Ea.	$700
one Water-Proof Case, one Manual, 1 year Warranty	50+	Ea.	$670
Kit, Globalstar 1600 - Includes:	1-9	Ea.	$820
one GSP-1600 (Phone), two GPB-1650 (Batteries),	10-24	Ea.	$805
one GSP-1220 (A/C Wall Charger), one CLA-1600 (D/C Car Charger)	25-49	Ea.	$790
one Water-Proof Case, one 965GS-1600 (Soft Leather Case)	50+	Ea.	$775
one Manual, 1 year Warranty			
GSP2900 Fixed Satellite Phone (Voice and Data)	1	Ea.	$2,350
GSP2900-ST20 Fixed Satellite Phone	1	Ea.	$2,450
GSP2900-ST30 Fixed Satellite Phone	1	Ea.	$2,475
GSP2900-ST55 Fixed Satellite Phone	1	Ea.	$2,550
FAU200 Fixed Satellite Phone (Voice Only)	1	Ea.	$599
Data Kit - GSP1600	1	Ea.	$65
Data Kit – GSP2900	1	Ea.	$110
Spare Batteries - GSP1600	1	Ea.	$110
D/C Car Charger - GSP1600	1	Ea.	$45
Solar Charger – GSP1600	1	Ea.	$445
Storm Case, Water Proof Equip. Carrying Case - GSP1600	1	Ea.	$75
Hard Case Docking Kit (EDK-1410)	1-9	Ea.	$1,450
*add $25 for Docking Kit modification that allows use of	10-19	Ea.	$1,430
the supplied 16' antenna cable & any extension cables.	20+	Ea.	$1,385
Soft Case Docking Kit (GSC-1410)	1	Ea.	$1,250
30' Docking Kit Extension Cable	1	Ea.	$150
45' Docking Kit Extension Cable	1	Ea.	$200
80' Docking Kit Extension Cable	1	Ea.	$250

GLOBALSTAR SERVICE RATES

1. SERVICE PLANS For EXISTING PHONES (Not available with new phone purchases)

U.S./Canada/Caribbean Annual Satellite Service Plans	Timeline 30	Timeline 40	Skyline 120
Monthly Service Fee	$34.95	$38.00	$48.00
Annual Service Fee	N/A	N/A	N/A
Bundled Voice or Data Minutes	30/Mo	40/Mo	120/Mo
Cost per Included Minutes	$1.17	$0.90	$0.40
Additional Minutes	$0.95	$0.95	$0.70
Calls to an Iridium Phone	$2.90	$2.90	$2.90
Voice Mail	$7.95	$7.95	Included
35 Character Short Messaging Service	Included	Included	Included
Activation Fee	Already Paid	Already Paid	Already Paid
Data Sessions – Potential Number of 15-Second Bursts	120	160	480
Cost per 15-Second Data Session	$0.25	$0.25	$0.19

2. SERVICE PLANS For NEW PHONES (or if existing phones want the new plans)

U.S./Canada/Caribbean Annual Service Plans	Liberty E-Plan	Freedom 50	Liberty 600	Freedom 150	Liberty 1800	Freedom 500	Liberty 6000
Monthly Service Fee	N/A	$47.50	N/A	$60.00	N/A	$115.00	N/A
Annual Service Fee	$450.00	N/A	$570.00	N/A	$720.00	N/A	$1,380.00
Bundled Voice/Data Min.	None	50/Mon.	600/Yr.	150/Mon.	1800/Yr.	500/Mon.	6000/Yr.
Cost per Included Minutes	N/A	$0.95	$0.95	$0.40	$0.40	$0.23	$0.23
Additional Minutes	$1.49	$0.95	$0.95	$0.85	$0.85	$0.85	$0.85
Calls to an Iridium Phone	$2.90	$2.90	$2.90	$2.90	$2.90	$2.90	$2.90
Voice Mail	$95.40	$7.95	$95.40	Included	Included	Included	Included
Express Data Compression	$119.40	$9.95	$119.40	Included	Included	Included	Included
35 Character Short Messaging Service	Included	Included	Included	Included	Included	Included	Included
Activation Fee	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
Data Sessions – Potential 15-Sec. Bursts	N/A	200/Mon.	2400/Yr.	600/Mon.	7200/Yr.	2K/Mon.	24K/Yr.
Cost /15-Sec. Data Session	$0.38	$0.24	$0.24	$0.10	$0.10	$0.10	$0.10

Bundled Data Airtime Usage

Note: Burst data pricing applies to outbound Direct Internet (#777) initiated data calls only. Minute bundles and pricing are not supported while roaming.

Length of Call	Billing Structure
1 – 15 seconds	Charged for 15 seconds of usage (1 data session)
16 – 30 seconds	Charged for additional 15 sec. of usage (2 data sessions)
30 plus seconds	Charged for the entire minute of usage
60 plus seconds	Charged in 30 second increments

* $2.90 per minute for calls from a Globalstar phone to an Iridium Phone.

Iridium Equipment

Description	Qty	Unit	Unit Price
Iridium 9505A Deluxe Package - Includes: One Iridium Motorola 9505a Hand Held Phone One AC Wall Charger One High Capacity Battery One Set of International Adapters One Cigarette Lighter Adapter One Ear Piece One Auxiliary Antenna One Auxiliary Antenna Adapter One Leather Case One Instruction Manual One Year Warranty	1	Ea.	$1,375
Iridium Emergency Kit - Includes: One Iridium Motorola 9505a Hand Held Phone One AC Wall Charger **Two** High Capacity Battery One Set of International Adapters One Cigarette Lighter Adapter One Ear Piece One Auxiliary Antenna One Auxiliary Antenna Adapter One Leather Case One Instruction Manual One Year Warranty **One Water Proof Case**	1	Ea.	$1,615
Data Kit *	1	Ea.	$245
Spare Batteries *	1	Ea.	$115
D/C Car Charger *	1	Ea.	$65
Solar Charger	1	Ea.	$405
Storm Case, Hard Water Proof Equip. Carrying Case	1	Ea.	$80
Shipping	1	Ea.	$45

*Make sure to include the Model number (9505 or 9505A) of the phone when placing orders for extra Batteries, Data Kits, and D/C Car Chargers, because these items are not interchangeable.

IRIDIUM SERVICE RATES

POST-PAID SERVICE PLAN

Description	Rate
Monthly Access Fee (keeps SIM card active)	$38.00
Annual Access Fee (optional) (12 month service fee payment, avoids monthly invoices)	$456.00
Account Activation Fee per phone	$40.00
Incoming Calls	$0.00
Iridium to Iridium Calls per minute	$0.90
Iridium to PSTN Calls per minute	$1.35
Iridium to Globalstar Satellite Phone Calls per minute	$9.00
Voice mail	No Charge
160 Character Short Messaging Service	No Charge
Early Termination Fee (Without 30 day notice)	$99.00
Early Termination Fee (With 30 day notice)	No Charge

IRIDIUM PRE-PAID SIM CARDS

Voucher	Validity	Voucher Price	Minute Rate	SIM Card Charge
75 minute (4500 units) SIM card	1 month	**$119.50**	$1.59	FREE
500 minute (30000 units) SIM card	12 months	**$645.00**	$1.29	FREE
1000 minute (60000 units) SIM card	24 months	**$1,180.00**	$1.18	FREE
3000 minute (180000 units) SIM card	24 months	**$2,940.00**	$0.98	FREE
5000 minute (300000 units) SIM card	24 months	**$4,600.00**	$0.92	FREE
Additional 50 minutes (3000 units)	No validity	**$74.50**		
Additional validity	1 month	**$41.00**		

MODIFICATION #3
TO
CONTRACT NUMBER VA-050329-MACK
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MACKAY COMMUNICATIONS, INC.

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 MACKAY COMMUNICATIONS, INC., hereinafter referred to as "Contractor" or "MACKAY" relating to the modification of the above Contract. This Modification #3 is hereby incorporated into and made an integral part of Contract VA-050329-MACK, as modified.

Reference: Page C-11 of C-17, Paragraph 33 entitled "Term":

Both of the above referenced parties agree that the term of Contract VA-050329-MACK shall be extended from March 29, 2006 through March 28, 2007.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-050329-MACK 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.

MACKAY COMMUNICATIONS, INC.	COMMONWEALTH OF VIRGINIA
BY: Shawn F. Ryan	BY: Joe A Parr
NAME: Shawn F. Ryan	NAME: Joe A. Parr
TITLE: Account Manager	TITLE: Acquisition Specialist
DATE: 12/21/05	DATE: Jan 3, 2006

MODIFICATION #2
TO
CONTRACT NUMBER VA-050329-MACK
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MACKAY COMMUNICATIONS, INC.

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 MACKAY COMMUNICATIONS, INC., hereinafter referred to as "Contractor" or "MACKAY" relating to the modification of the above Contract. This Modification #2 is hereby incorporated into and made an integral part of Contract VA-050329-MACK, as modified.

The purpose of this Modification #2 is to document both parties' agreement concerning the addition of products to the Agreement.

Reference: Contract VA-050329-MACK, Page C-4, Paragraph 10 entitled "Modifications"

Both of the above referenced parties hereby agree to the revised price list of products and services as delineated in Attachment "A" to this Modification #2. Attachment "A" is hereby incorporated into and is made an integral part of Contract VA-05 0329- MACK effective upon execution of this Modification #2 by both parties. All previous price listings are hereby deleted in their entirety and are replaced by the Price List contained in Attachment "A" to this Modification #2.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-050329-MACK 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.

MACKAY COMMUNICATIONS, INC.	COMMONWEALTH OF VIRGINIA
BY: Shawn F Ryan	BY: Joe Parr
NAME: Shawn F. Ryan	NAME: Joe A. Parr
TITLE: Account Manager	TITLE: Tech Contracts Manager
DATE: 11/18/05	DATE: 11/18/05

PRICE LIST

Globalstar Equipment

Description	Qty	Unit	Unit Price
1. GSP1600 Handheld Satellite Telephone - *Includes:* one GSP-1600 (Phone), one GPB-1650 (Battery), one GSP-1220 (A/C Wall Charger), one Manual, 1 year Warranty	1-9	Ea.	$638
	10-24	Ea.	$621
	25-49	Ea.	$603
	50+	Ea.	$580
2. Kit, Basic GSP1600 - *Includes:* one GSP-1600 (Phone), one GPB-1650 (Battery), one GSP-1220 (A/C Wall Charger), one CLA-1600 (D/C Car Charger) one Water-Proof Case, one Manual, 1 year Warranty	1-9	Ea.	$735
	10-24	Ea.	$720
	25-49	Ea.	$700
	50+	Ea.	$670
3. Kit, Globalstar 1600 - *Includes:* one GSP-1600 (Phone), two GPB-1650 (Batteries), one GSP-1220 (A/C Wall Charger), one CLA-1600 (D/C Car Charger) one Water-Proof Case, one 965GS-1600 (Soft Leather Case) one Manual, 1 year Warranty	1-9	Ea.	$820
	10-24	Ea.	$805
	25-49	Ea.	$790
	50+	Ea.	$775
4. GSP2900 Fixed Satellite Phone *(Voice and Data)*	1	Ea.	$2,350
5. GSP2900-ST20 Fixed Satellite Phone	1	Ea.	$2,450
6. GSP2900-ST30 Fixed Satellite Phone	1	Ea.	$2,475
7. GSP2900-ST55 Fixed Satellite Phone	1	Ea.	$2,550
8. FAU200 Fixed Satellite Phone (Voice Only)	1	Ea.	$599
Data Kit - GSP1600	1	Ea.	$65
Data Kit – GSP2900	1	Ea.	$110
Spare Batteries - GSP1600	1	Ea.	$110
D/C Car Charger - GSP1600	1	Ea.	$45
Solar Charger – GSP1600	1	Ea.	$445
Storm Case, Water Proof Equipment Carrying Case - GSP1600	1	Ea.	$75
Hard Case Docking Kit (EDK-1410) * add $25 for Docking Kit modification that allows use both the supplied 16' antenna cable and any of the extension cables.	1-9	Ea.	$1,450
	10-19	Ea.	$1,430
	20+	Ea.	$1,385
Soft Case Docking Kit (GSC-1410)	1	Ea.	$1,250
30' Docking Kit Extension Cable	1	Ea.	$150
45' Docking Kit Extension Cable	1	Ea.	$200
80' Docking Kit Extension Cable	1	Ea.	$250
Shipping	1	Ea.	$45

GLOBALSTAR SERVICE RATES

1. SERVICE PLANS For EXISTING PHONES (Not available with new phone purchases)

U.S./Caribbean Annual Satellite Service Plans	Timeline 30	Timeline 40	Skyline 120
Monthly Service Fee	$34.95	$38.00	$48.00
Annual Service Fee	N/A	N/A	N/A
Bundled Voice or Data Minutes	30/Mo	40/Mo	120/Mo
Cost per Included Minutes	$0.99	$0.90	$0.40
Additional Minutes	$0.95	$0.95	$0.70
Calls to an Iridium Phone	$2.90	$2.90	$2.90
Voice Mail	$7.95	$7.95	Included
19 Character Short Messaging Service	Included	Included	Included
Activation Fee	Already Paid	Already Paid	Already Paid
Data Sessions – Potential Number of 15-Second Bursts	120	160	480
Cost per 15-Second Data Session	$0.25	$0.25	$0.19

2. SERVICE PLANS For NEW PHONES (or if existing phones want the new plans)

U.S./Caribbean Annual Satellite Service Plans	Freedom 50	Liberty 600	Freedom 150	Liberty 1800	Freedom 500	Liberty 6000
Monthly Service Fee	$47.50	N/A	$60.00	N/A	$115.00	N/A
Annual Service Fee	N/A	$570.00	N/A	$720.00	N/A	$1,380.00
Bundled Voice/Data Min.	50/Mon.	600/Yr.	150/Mon.	1800/Yr.	500/Mon.	6000/Yr.
Cost per Included Minutes	$0.95	$0.95	$0.40	$0.40	$0.23	$0.23
Additional Minutes	$0.95	$0.95	$0.85	$0.85	$0.85	$0.85
Calls to an Iridium Phone	$2.90	$2.90	$2.90	$2.90	$2.90	$2.90
Voice Mail	$7.95	$95.40	Included	Included	Included	Included
Express Data Compression	$9.95	$119.40	Included	Included	Included	Included
19 Character Short Messaging Service	Included	Included	Included	Included	Included	Included
Activation Fee	$45.00	$45.00	$45.00	$45.00	$45.00	$45.00
Data Sessions – Potential 15-Second Bursts	200/Mon	2400/Yr.	600/Mon.	7200/Yr.	2K/Mon.	24K/Yr.
Cost /15-Sec. Data Session	$0.24	$0.24	$0.10	$0.10	$0.10	$0.10

Bundled Data Airtime Usage

Note: Burst data pricing applies to outbound Direct Internet (#777) initiated data calls only. Minute bundles and pricing are not supported while roaming.

Length of Call	Billing Structure
1 – 15 seconds	Charged for 15 seconds of usage (1 data session)
16 – 30 seconds	Charged for an additional 15 seconds of usage (2 data sessions)
30 plus seconds	Charged for the entire minute of usage
60 plus seconds	Charged in 30 second increments

Globalstar Service plans only cover calls made within the USA & Caribbean.
Any calls made while traveling outside USA & Caribbean are subject to Roaming charges, go to: www.globalstarusa.com/cgi-bin/Roaming_RateCalculator.cgi for rates.

Any calls made to countries outside the USA & Caribbean are subject to Long Distance charges, go to: http://www.globalstarusa.com/en/airtime/longdistance/ for rates.

Iridium Equipment

Description	Qty	Unit	Unit Price
Iridium 9505A Deluxe Package - Includes: One Iridium Motorola 9505a Hand Held Phone One AC Wall Charger One High Capacity Battery One Set of International Adapters One Cigarette Lighter Adapter One Ear Piece One Auxiliary Antenna One Auxiliary Antenna Adapter One Leather Case One Instruction Manual One Year Warranty	1	Ea.	$1,375
Iridium Emergency Kit - Includes: One Iridium Motorola 9505a Hand Held Phone One AC Wall Charger **Two** High Capacity Battery One Set of International Adapters One Cigarette Lighter Adapter One Ear Piece One Auxiliary Antenna One Auxiliary Antenna Adapter One Leather Case One Instruction Manual One Year Warranty **One Water Proof Case**	1	Ea.	$1,615
Data Kit *	1	Ea.	$245
Spare Batteries *	1	Ea.	$115
D/C Car Charger *	1	Ea.	$65
Solar Charger	1	Ea.	$405
Storm Case, Hard Water Proof Equipment Carrying Case	1	Ea.	$80
Shipping	1	Ea.	$45

*Make sure to include the Model number (9505 or 9505A) of the phone when placing orders for extra Batteries, Data Kits, and D/C Car Chargers, because these items are not interchangeable.

IRIDIUM SERVICE RATES

POST-PAID SERVICE PLAN

Description	Rate
Monthly Access Fee (keeps SIM card active)	$30.00
Annual Access Fee (optional) (12 month service fee payment, avoids monthly invoices)	$360.00
Account Activation Fee per phone	$40.00
Incoming Calls	$0.00
Iridium to Iridium Calls per minute	$0.90
Iridium to PSTN Calls per minute	$1.35
Iridium to Globalstar Satellite Phone Calls per minute	$9.00
Voice mail	No Charge
160 Character Short Messaging Service	No Charge
Early Termination Fee (Without 30 day notice)	$99.00
Early Termination Fee (With 30 day notice)	No Charge

IRIDIUM PRE-PAID SIM CARDS

Voucher	Validity	Voucher Price	Minute Rate	SIM Card Charge
75 minute SIM card	1 month	**$112.00**	$1.49	FREE
500 minute SIM card	12 months	**$555.00**	$1.11	FREE
1000 minute SIM card	24 months	**$1,000.00**	$1.00	FREE
3000 minute SIM card	24 months	**$2,940.00**	$0.98	FREE
5000 minute SIM	24 months	**$4,600.00**	$0.92	FREE
Additional 50 minutes	No validity	**$74.50**		
Additional validity	1 month	**$35.00**		

MODIFICATION #1
TO
CONTRACT NUMBER VA-050329-MACK
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
MACKAY COMMUNICATIONS, INC.

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 MACKAY COMMUNICATIONS, INC., hereinafter referred to as "Contractor" or "MACKAY" relating to the modification of the above Contract. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-050329-MACK, as modified.

The purpose of this Modification #1 is to document both parties' agreement concerning the replacement of the rate plans to the Agreement.

Reference: Contract VA-050329-MACK, Page C-4, Paragraph 10 entitled "Modifications"

Both above referenced parties agree to delete the rate plans contained in the Contract Schedule and replace same with the rate plans contained in Attachment "A" to this Modification #1 to the Agreement. All previous rate plans are hereby superseded by the rate plans in Attachment "A" to this Modification #1. Attachment "A" is hereby incorporated into and is made an integral part of the subject Agreement, effective upon execution of this Modification #1 by both parties.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-050329-MACK 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.

MACKAY COMMUNICATIONS, INC.

BY: Shawn F. Ryan

NAME: SHAWN F. RYAN

TITLE: ACCOUNT MANAGER

DATE: 4/29/05

COMMONWEALTH OF VIRGINIA

BY: Joe Pair

NAME: Joe A. Pair

TITLE: Tech Contracts Manager

DATE: 4/29/05

Attachment "A"
To Modification #1
Contract VA-050329-MACK

PRICE LIST

Globalstar GSP-1600 Handheld Satellite Telephone

Description	Qty	Unit	Unit Price
Phone	1-9	Ea.	$638
	10-24	Ea.	$621
	25-49	Ea.	$603
	50+	Ea.	$580
*Service Plans for **new** phone purchases*			
Basic monthly access fee, includes **50 minutes of air time** * Replaces old 40 min. plan that is no longer available.	1	Month	$47.50
Basic monthly access fee, includes **150 minutes of air time** * Replaces old 120 min. plan that is no longer available	1	Month	$60.00
Basic yearly access fee, includes **600 minutes of air time** * Replaces old Trouble Free plan that is no longer available. Also allows minutes to be used anytime during the year.	1	Year	$570.0
Basic yearly access fee, includes **1800 minutes of airtime** *Also allows minutes to be used anytime during the year.	1	Year	$720.00
*Service Plans for **existing** phones (yearly renewals)* *			
Basic monthly access fee, includes **30 minutes of air time**	1	Month	$34.95
Basic monthly access fee, includes **40 minutes of air time**	1	Month	$38
Basic monthly access fee, includes **120 minutes of air time**	1	Month	$48
* Existing phones can also be activated under 50, 150, 600, and 1800 min. plans.			
Account Activation Fee	1	Ea.	$45
Airtime Per Minute (Globalstar 120 minute plan)	1	Minute	$.40
Universal Fee	1	Month	n/a
Early Termination Fee	1	Ea.	$250
Voice Mail Activation Fee for the 120, 150, & 1800 min. plans	1	Ea.	NC
Voice Mail Activation Fee for the 30, 40, 50, & 600 min. plans	1	Ea.	$7.95
Data Cable	1	Ea.	$65
Spare Batteries	1	Ea.	$115
Hard-Sided Carrying Case	1	Ea.	$80
Hard Case Docking Kit (EDK-1410) * quantity discounts avail. ** Call Mackay for pricing on modified antenna cable lengths.	1	Ea.	$1,450 *
Soft Case Docking Kit (GSC-1410) * Call Mackay for pricing on modified antenna cable lengths.	1	Ea.	$1,250
Shipping	1	Ea.	$45

GLOBALSTAR SERVICE RATES

1. SERVICE PLANS For EXISTING PHONES (Not available with new phone purchases)

U.S./Caribbean Annual Satellite Service Plans	Timeline 30	Timeline 40	Skyline 120
Monthly Service Fee	$34.95	$38.00	$48.00
Annual Service Fee	N/A	N/A	N/A
Bundled Voice or Data Minutes	30/Mo	40/Mo	120/Mo
Cost per Included Minutes	$0.99	$0.90	$0.40
Additional Minutes	$0.95	$0.95	$0.70
Calls to an Iridium Phone	$2.90	$2.90	$2.90
Voice Mail	$7.95	$7.95	Included
19 Character Short Messaging Service	Included	Included	Included
Activation Fee	Already Paid	Already Paid	Already Paid
Data Sessions – Potential Number of 15-Second Bursts	120	160	480
Cost per 15-Second Data Session	$0.25	$0.25	$0.19

2. SERVICE PLANS For NEW PHONES (or if existing phones want the new plans)

U.S./Caribbean Annual Satellite Service Plans	Freedom 50	Liberty 600	Freedom 150	Liberty 1800
Monthly Service Fee	$47.50	N/A	$60.00	N/A
Annual Service Fee	N/A	$570.00	N/A	$720.00
Bundled Voice or Data Minutes	50/Mo	600/Mo	150/Mo	1800/Mo
Cost per Included Minutes	$0.95	$0.95	$0.40	$0.40
Additional Minutes	$0.95	$0.95	$0.85	$0.85
Calls to an Iridium Phone	$2.90	$2.90	$2.90	$2.90
Voice Mail	$7.95	$7.95	Included	Included
19 Character Short Messaging Service	Included	Included	Included	Included
Activation Fee	$45.00	$45.00	$45.00	$45.00
Data Sessions – Potential Number of 15-Second Bursts	200/month	2400/ year	600/ month	7200/ year
Cost per 15-Second Data Session	$0.24	$0.24	$0.10	$0.10

Bundled Data Airtime Usage

Note: Burst data pricing applies to outbound Direct Internet (#777) initiated data calls only. Minute bundles and pricing are not supported while roaming.

Length of Call	Billing Structure
1 – 15 seconds	Charged for 15 seconds of usage (1 data session)
16 – 30 seconds	Charged for an additional 15 seconds of usage (2 data sessions)
30 plus seconds	Charged for the entire minute of usage
60 plus seconds	Charged in 30 second increments

Iridium 9505A Handheld Satellite Phone

Description	Qty	Unit	Unit Price
Phone	1	Ea.	$1,375
Basic monthly access fee Includes 120 minutes of air time	1	Month	$30
Account Activation Fee	1	Ea.	$40
Airtime Per Minute (Iridium to Iridium)	1	Minute	$.90
Airtime Per Minute (Iridium to PSTN)	1	Minute	$1.35
Universal Fee	1	Month	n/a
Early Termination Fee (Without 30 day notice)	1	Ea.	$99
Early Termination Fee (With 30 day notice)	1	Ea.	n.c.
Voice Mail Activation Fee	1	Ea.	n.c.
Data Kit *	1	Ea.	$245
Spare Batteries *	1	Ea.	$115
D/C Car Charger *	1	Ea.	$65
Hard-Sided Carrying Case	1	Ea.	$80
Shipping	1	Ea.	$45

*Make sure to include the Model number (9505 or 9505A) of the phone when placing orders for extra Batteries, Data Kits, and D/C Car Chargers, because these items are not interchangeable.

IRIDIUM SERVICE RATES

Global annual satellite service plan	**Price**
Monthly Access Fee (SIM Card)	$30.00
Cost per Minute (Iridium to Iridium Calls)	$0.90
Cost per Minute (Iridium to PSTN Calls)	$1.35
Cost per Minute (Iridium to Globalstar Satellite Phone)	$9.00
Incoming Calls	$0.00
Voice mail	Free
160 Character Short Messaging Service	Included
Activation Fee	$40.00

56-1550100

Virginia Information Technologies Agency

expect the best

SUPPLY CHAIN MANAGEMENT (SCM)

SOLICITATION - OFFER -and- AWARD

Information Technology / Telecommunications Products and/or Services
Invitation for Bid (IFB)

Contract #:	IFB #:	Date Issued:	Date Due:	APR #:	Approval #:
VA-050329-MACK	2005-018	February 22, 2005	March 23, 2005	138	

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:
"Authorized Users" including any public body as defined by §2.2-4301 (5) of the Code of Virginia and all other public bodies as referenced in §2.2-4304 of the Code of Virginia

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 6; (2) the Solicitation Instructions, pages S-1 Through S-4; and (3) the Mandatory Contractual Terms and Conditions, pages C-1 through C-17; 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 March 23, 2005 in the SCM Conference Room, 110 South 7th Street, Lobby Floor.

Issued by:

Joe A. Parr
Senior Sourcing Specialist

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.

CONTRACTOR's FIN: 56-1550100

Co. Name: Mackay Communications Inc.
Address: 3691 Trust Drive
City/State/ZIP: Raleigh, NC 27616-2955
Signature: Shawn F. Ryan
Print Name: Shawn F. Ryan
Title: Account Manager
E-mail: shawn.ryan@mackaycomm.com
VOICE# / FAX#: 919-850-3019 / 919-954-1707

BILL TO:

"Authorized Users" including any public body as defined by §2.2-4301 (5) of the Code of Virginia and all other public bodies as referenced in §2.2-4304 of the Code of Virginia

AWARD

Accepted as to Bid Item numbers:	AMOUNT:	AWARD DATE:
all Items	Per Order	3/29/05
Commonwealth's Representative:	*COMMONWEALTH of VIRGINIA*	PAGE:
Joe A. Parr, Senior Sourcing Specialist	By: Joe A Parr	1 -of- 6

Form 62 Rev. 2/10/2004

VITA-62A 1-15-91	SCHEDULE	BID NO. 2005-018			PAGE 2 OF 6 (A)
NAME OF CONTRACTOR: Mackay Communications Inc.		REQUIRED DELIVERY DATE (RDD): 30 DAYS ARO		INITIALS: SFR	
ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
	The Virginia Information Technologies Agency (VITA), desires to establish a firm fixed price term contract with one or more vendors to purchase handheld portable Satellite Telephones and Services.				
	Handheld Satellite Telephone				
1 A	Handheld Satellite Telephone State Model: Globalstar State Model Number: GSP-1600	1-9 10-24 25-49 50 +	Each Each Each Each	$638.00 $621.00 $603.00 $580.00	
2 A	Basic Monthly Access Fee (includes 120 minutes of air time)	1	Month	$48.00	
3	**Additional plans may be bid (include the monthly access fee and number of minutes included in the plan). Attach separate Price List for other plans.**				
4 A	Account Activation Fee	1	Each	$45.00	
5 A	Airtime Rate per Minute	1	Minute	$0.40	
6 A	Universal Fee	1	Month	N/A	
	Other / Optional Costs:				
7 A	Early Termination Fee	1	Each	$250.00	
8 A	Voice Mail Activation Fee * Except for Timeline 40 plan ($7.95/mon.)	1	Each	NC *	
9 A	Data Cable	1	Each	$65.00	
10 A	Batteries, Spare	1	Each	$115.00	
11 A	Hard Sided Carrying Case for Transport of Phone and Accessories	1	Each	$80.00	
12 A	Other Miscellaneous Fees / Charges Shipping	1	Each	$45.00	
	Note to Bidders: Indicate a price for all items. If the Item Is included in a base price or at no cost, state so by Providing "incl", or "NC", or "N/A" in the appropriate Blank.				

VITA-62A 1-15-91	SCHEDULE	BID NO. 2005-018	PAGE 2 OF 6 (B)
NAME OF CONTRACTOR Mackay Communications Inc.		REQUIRED DELIVERY DATE (RDD) 30 DAYS ARO	INITIALS SFR

ITEM NO.	DESCRIPTION	QTY.	UNIT	UNIT PRICE	EXTENDED PRICE
	The Virginia Information Technologies Agency (VITA), desires to establish a firm fixed price term contract with one or more vendors to purchase handheld portable Satellite Telephones and Services.				
	Handheld Satellite Telephone				
1 B	Handheld Satellite Telephone	1	Each	$1,375.00	
	State Model: Iridium				
	State Model Number: 9505A				
2 B	Basic Monthly Access Fee (includes 120 minutes of air time)	1	Month	$30.00	
3	**Additional plans may be bid (include the monthly access fee and number of minutes included in the plan). Attach separate Price List for other plans.**				
4 B	Account Activation Fee	1	Each	$40.00	
5 B	Airtime Rate per Minute Iridium to Iridium call	1	Minute	$0.90	
	Iridium to PSTN call	1	Minute	$1.35	
6 B	Universal Fee	1	Month	N/A	
	Other / Optional Costs:				
7 B	Early Termination Fee Without 30 days notice	1	Each	$99.00	
	With 30 days notice	1	Each	NC	
8 B	Voice Mail Activation Fee	1	Each	NC	
9 B	Data Cable (Data Kit)	1	Each	$245.00	
10 B	Batteries, Spare	1	Each	$115.00	
11 B	Hard Sided Carrying Case for Transport of Phone and Accessories	1	Each	$80.00	
12 B	Other Miscellaneous Fees / Charges Shipping	1	Each	$45.00	
	Note to Bidders: Indicate a price for all items. If the Item Is included in a base price or at no cost, state so by Providing "incl", or "NC", or "N/A" in the appropriate Blank.				

1. The Virginia Information Technologies Agency (VITA) seeks to purchase portable Handheld Satellite Telephones and Services for use by all State Agencies, Institutions and other Public Bodies of the Commonwealth, as defined in § 2.2-4301 and § 2.2-4304. *Definitions* of the *Virginia Public Procurement Act (VPPA)*. This procurement is being conducted on behalf of other public bodies.

2. This public body does not discriminate against faith-based organizations.

3. The Commonwealth reserves the right to request a bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which the Commonwealth deems necessary to evaluate the bidder's offer.

4. The term of the contract(s) awarded as the result of this solicitation shall be for one (1) year. The Commonwealth, at its sole discretion, reserves the right to extend the contract(s), at the prices quoted or less, for up to three (3) additional one (1) year periods. Should the Commonwealth elect to exercise this option, the Contractor will be notified of the State's decision not less than thirty (30) days prior to the expiration of the initial contract(s) or its subsequent extension periods.

5. Award, if made, will be to the responsive and responsible Bidder with the lowest Total Evaluated Price based on the following hypothetical formula:

   a. Unit Price $_____/ Each (Line 1)
   b. Account Activation Fee: $_____/ Each (Line 4)
   c. Monthly Access Fee per unit _____ (Line 2) X 12 Months = Annual Access Price: $_____
   d. Airtime rate per minute (Line 5) $_____X 60 Minutes per Month X 12 Months = Annual Airtime Rate per Minute: $_____

   $_____ Total Evaluated Price (a+b+c+d)

   The Commonwealth may award more than one contract from this solicitation.

6. The Contractor shall bid a Motorola Iridium 9505, Globestar, or Motient handheld Portable telephone or approved equal. All products furnished shall be new and in current production. Airtime shall be available twenty-four (24) hours a day, seven (7) days a week, 365 days a year with 98% of all calls within the designated service area being received.

7. Delivery of Equipment and Services

   a. During the term of the Contract, the Contractor shall deliver Equipment and Services contained in the Schedule, if so requested by any Authorized User. Equipment and Services shall be delivered within thirty (30) calendar days of the receipt of a properly submitted Order from an Authorized User.

   b. Contractor shall deliver Equipment and Services on an emergency basis at no additional cost to the commonwealth.

8. Delivery shall be FOB Destination to any point in the Commonwealth as directed in the Order placed by the Authorized User.

9. Bidders shall clearly and specifically identify the product(s) being offered and enclose the complete and detailed descriptive literature, catalog cuts, and specifications with the bid to enable the Commonwealth to determine if the product(s) offered meets the requirements of the solicitation. FAILURE TO DO SO MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE.

10. The Contractor shall provide depot (Return to Vendor) warranty Services (labor, parts) for one (1) year, or the manufacturer's warranty length, whichever is greater. See attached terms and conditions.

11. Bidder shall provide information (detail and cost) on any maintenance / repair plans available.

12. Bidders shall provide in their response to this solicitation, contact information (names, mailing addresses, telephone numbers, e-mail addresses) of support staff for orders, billing inquiries, technical questions / warranty information, etc.

12. The successful Bidder shall provide an instruction/maintenance manual with each unit, including accessories provided.

13. The Bidder, at no cost to the Commonwealth, shall provide two phones to VITA for testing prior to an award being made.

14. Any bid in response to this solicitation shall be valid for 90 days. At the end of the 90 days, the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

15. By signing this solicitation, the bidder accepts VITA's Industrial Fund Adjustment (IFA) provisions, to include the Contractor's Report of Sales, as stated in the attached Terms and Conditions.

16. It is the responsibility of the Bidder to understand all requirements and specifications contained in this solicitation. Any questions and/or comments concerning this solicitation must be submitted, in writing, to the attention of Joe A. Parr at the address listed in Block #6, page 1 of this solicitation no later than March 16, 2005. Please mark the outside of your envelope "QUESTIONS CONCERNING IFB 2005-018". Written questions my also be submitted via facsimile to (804) 371-5969 or via e-mail to joe.parr@vita.virginia.gov. No response will be made to telephone calls.

17. Bidder's attention is directed to Section 2.b, page s-1, of the Solicitation Instructions concerning the requirement for Federal Identification Numbers (FIN) to be placed on page 1 of the Invitation for Bids. PLEASE NOTE THAT FAILURE TO PROVIDE THIS NUMBER MAY RESULT IN OUR INABILITY TO VERIFY YOUR REGISTRATION AND YOUR BID BEING RULED NON-RESPONSIVE.

18. By responding, the Bidder agrees that the products and services are to be provided solely under the contractual terms and conditions attached to this solicitation and the provisions as delineated in this solicitation document. Any terms and conditions, clarifications and / or additions thereof contained in the bid will not apply to any transaction under the contract and may render the vendor's bid non-responsive.

19. VITA will not sign or execute any additional contract, license or other agreements containing contractual terms and conditions as a result of this procurement. Any document signed by persons other than the VITA Contracts Manager or authorized representative shall have no validity and the attached terms and conditions shall supercede all such agreements. Bidders should read and understand all of the terms and conditions prior to submission of a bid.

20. VITA Supply Chain Management (SCM) maintains a web site with a URL of http://www.vita.virginia.gov/procurement/procurement.cfm. This web site provides information about SCM and acquisitions conducted by SCM for Information Technology related items. Vendors are invited to check this site regularly.

21. The results of this solicitation will not be given out by telephone. Bidders wishing a copy of the bid results must include a self-addressed, stamped envelope along with their bid. The envelope should be marked with the words "BID RESULTS" and IFB number 2005-018. Results will be made available as soon as a decision is made.

22. Bidders shall provide at least three (3) positive references of clients with contracts for which the bidder is now or within the past twelve (12) months has provided the same or similar Products and Services. Bidder shall include the company name, address, telephone number, and the name of an individual which VITA has permission to contact. VITA may contact the organizations identified by the bidder to determine their responsibility to provide the requested equipment and services prior to award of the contract. Use the following format:

REFERENCES:

Company Name Address Telephone No. Name of Person to Contact

FAILURE TO PROVIDE THE REQUESTED INFORMATION SHALL RESULT IN THE BIDDER'S OFFER BEING RULED NON-RESPONSIVE!

23. By bid due date, bidders are required to be registered with the Commonwealth of Virginia's e-Procurement website, *eVA*, located at:

https://www.eva.virginia.gov

If already registered with eVA , Bidders are advised to print the eVA page which lists your firm's name and submit it with the bid response. If not registered, go to this URL to register:

https://web-9.buysense.com/vssu/glue/default.asp

Bidders are advised to print a copy of the completed registration confirmation, along with proof of Ariba Services Network registration and a signed American Business Systems Trading Partner Agreement (TPA), and submit them with the bid response

FAILURE TO PROVIDE EVIDENCE OF *eVA or ARIBA* REGISTRATION OR A SIGNED TPA WITH BID OFFER MAY RENDER THE BID NON-RESPONSIVE.

Footnotes:

1 Bidders, please be advised: Bid Notes as marked above indicate a required response item. The appropriate response/comments must be contained in a separate document attached to each bid submitted. Eash response must reference the Bid Note number to which it refers. The document must be entitled:

BID NOTE ATTACHMENT

Failure to submit the ***BID NOTE ATTACHMENT***, AND/OR FAILURE TO PROVIDE ANY OF THE REQUESTED INFORMATION MAY RESULT IN YOUR FIRM'S BID SUBMISSION BEING RULED NON-RESPONSIVE.

Satellite Services
3691 Trust Drive, Raleigh, NC
United States 27616-2955
Phone + 1 (919) 850 3100
Fax + 1 (919) 954 1707

ITEM 1A

GSP 1600 - Handheld Phone

$749.00 (MSRP)

The Globalstar Handheld Phone is designed with the flexibility to meet the needs of customers who already depend on wireless communications, but find themselves in areas where cellular or radio coverage is either unavailable or inaccessible. The Globalstar Handheld phone is designed to complement existing fixed and cellular telephone networks by switching from terrestrial cellular telephony to satellite telephony as required. These features provide the Globalstar user the highest level of service and convenience.

ADVANTAGES:

- **Voice** and **Data Capabilities**
- **Crystal-Clear Voice Quality:** Superior CDMA digital satellite quality
- **Unparalleled Reliability:** Path Diversity means each Globalstar call connects with at least 2 and up to 4 satellites per call for maximum quality and reliability
- **Real World Data Speeds:** 9.6 KBps
- **Automatic System Select:** Just turn up the satellite antenna, and your Globalstar phone will automatically seek out the Globalstar network
- **Intuitive Display:** Four-line, 48-character display shows battery level, voicemail status, short messages received and satellite signal quality
- **Long Life Battery:** 3.75 hours talk time, 19 hours standby time
- **Built for extremes:** Antenna and Junction box operational from -20 to +55 degrees Celsius

FEATURES:

- Battery Meter
- Signal Strength Indicator
- Voice Mail Notification
- 99 Memory location with call restriction
- Call History Log

GSP-1600 INCLUDES:

- GSP-1600 Handset
- Lithium Ion Battery
- North American Wall Charger
- User Manual

Satellite Services
3691 Trust Drive, Raleigh, NC
United States 27616-2955
Phone + 1 (919) 850 3100
Fax + 1 (919) 954 1707

COMPONENT	OPERATIONAL	NON-OPERATIONAL
Phone	-20 to +55°C (-4 to +131°F)	-30 to +60°C (-22 to +140°F)
Car Kit Antenna	-30 to +50°C (-22 to +122°F)	-40 to +85°C (-40 to +185°F)
Car Kit Cradle	-30 to +50°C (-22 to +122°F)	-40 to +85°C (-40 to +185°F)
RF Power Output (Car Kit)	400 mW maximum (+26 dBm) (Satellite mode) .89 watts maximum (+29.5 dBm)	
Vocoder	8k variable rate vocoder for Globalstar mode	
Frequency Range	Globalstar Transmit: 1610.73 to 1625.49 MHz Globalstar Receive: 2484.39 to 2499.15 MHz Cellular Transmit: 824.01 to 848.97 MHz Cellular Receive: 869.01 to 893.97 MHz	
Technology	Globalstar Satellite Mode (CDMA) 800 MHz CDMA (Digital Cellular) 800 MHz AMPS (Analog Cellular)	

Size Specifications:*

The Globalstar Tri-Mode phone offers an ergonomic design that makes it comfortable for hand-held operation. The phone measures 400cc in total volume and weighs 384 grams. The height is 177 mm, the width is 57 mm and the thickness is 48 mm (excluding the cellular antenna). The antenna, when held in a vertical position, communicates with the Globalstar satellite at elevations more than 10 degrees above the horizon. The Globalstar antenna rotates and stows into the handset for convenience when not in use.

* All measurements for height and volume include standard battery and assume the Globalstar antenna is stowed.

Talk Time/Standby Time:

- In Globalstar satellite mode, the phone will sustain normal operation for 3.75 hours of talk time, 19 hours of standby time.
- In CDMA (IS-95) mode, the phone will sustain normal operation for 4.7 hours of talk time or 75 hours of standby time.
- In AMPS (IS-41) mode, the phone will sustain normal operation for 2.8 hours of talk time or 15 hours of standby time.

Satellite Services
3691 Trust Drive, Raleigh, NC
United States 27616-2955
Phone + 1 (919) 850 3100
Fax + 1 (919) 954 1707

ACCESSORIES

Data Kit - Tri-mode Phone $69.99 (MSRP) ITEM 9A
VITA PRICE = $65.00
Globalstar's Data Cable connects the Tri-Mode phone to a computer's RS232 port, laptop or PDA (Personal Digital Assistant) for easy access to the Internet, e-mail systems and private networks.

Lithium Ion Battery $119.99 (MSRP) ITEM 10A
VITA PRICE = $115.00
The Lithium Ion Battery, while in satellite mode, provides up to 3.75 hours of talk time and 19.2 hours of standby time.

Cigarette Lighter Adapter/Charger $49.99 (MSRP)
VITA PRICE = $45.00
The Cigarette Lighter Adapter/Charger allows rapid in-car charging of the Tri-Mode phone battery.

Universal Travel Charger $119.99 (MSRP)
VITA PRICE = $115.00
The Universal Travel Charger provides rapid, universal charging capability to the battery pack attached to the portable phone while at the same time charging an additional battery. A standard North American plug is attached to the connector cable and three adapters – United Kingdom, European/South American and Middle East/Asia plugs are included to convert the universal travel charger for use in different countries.

Protective Leather Case $29.99 (MSRP)
VITA PRICE = $25.00
A convenient, removable belt clip attaches this stylish leather case to your belt or purse for easy transportation and protection from everyday wear and tear to the Tri-Mode portable phone.

Hands-Free Car Kit $799.00 (MSRP)
VITA PRICE = $750.00
Globalstar's Hands-Free Car kit enables the Globalstar Tri-Mode handheld phone to be used as a mobile telephone in your vehicle. With the portable phone securely inserted into the cradle, the car kit offers both the safety of hands-free operation and the convenience of battery charging. The magnetic rooftop antenna directs the signal to the Globalstar satellites allowing you to make or receive calls while in the vehicle.

Satellite Services
3691 Trust Drive, Raleigh, NC
United States 27616-2955
Phone + 1 (919) 850 3100
Fax + 1 (919) 954 1707

ITEM 11A

HARD CARRY CASE

Unbreakable, watertight, dustproof, chemical resistant and corrosion proof. These are some of the features of this Pelican™ Protector Case™ that offers total protection for your equipment. It is made of Ultra High Impact structural copolymer that makes it extremely strong and durable. Its exclusive 1/4" (6.4 mm) neoprene o-ring and ABS latches seal perfectly and includes an automatic purge valve for quick equalization after changes in atmospheric pressure. Your equipment can fit into the high-density foam of the case for total subjection and protection against impact, vibration or shock.

This case is NATO-codified and tested to MIL C-4150J (Military Standard), IP-67 (Ingress Protection) and ATA (Air Transportation Association). Lifetime warranty.

* This case will hold either the Globalstar GSP-1600 or Iridium 9505A phones with related Data Kits and extra batteries.

TEMPERATURE RATING			
MINIMUM	-10° F (-23° C)	**MAXIMUM**	+210° F (+99° C)
DIMENSIONS			
INSIDE	12" x 9-1/16" x 5-3/16" (30.5 cm x 23 cm x 13.1 cm)	**OUTSIDE**	13-3/8" x 11-5/8" x 6" (34 cm x 29.5 cm x 15.2 cm)
LID DEPTH	1-3/16" (3 cm)	**CASE DEPTH**	4" (10.2 cm)

BUOYANCY

Floats in salt water with 20 lbs (9.1 kg) load

COLORS

Black, Silver, Orange and Yellow

APPROVALS

IP 67
ATA Specification 300
Military Standard C-4150J

Mackay COMMUNICATIONS

ITEM 1B

Satellite Services
3691 Trust Drive, Raleigh, NC
United States 27616-2955
Phone + 1 (919) 850 3100
Fax + 1 (919) 954 1707

9505A Portable Satellite Phone

What is it?

Functionally similar to the Iridium 9505, this latest offering introduces some minor product changes. It is significantly smaller, lighter and more resistant to water, dust and shock than the original Iridium 9500 and is ideal for industrial or rugged conditions, yet appealing to the traveling professional.

Why do you need it?

Business, adventure, or pleasure, you can stay in touch across seas and time zones, in remote locations and on the go. One telephone number, through the use of a mini personal subscriber identity module (SIM) card, can help keep you connected.

9505A INCLUDES:

- 9505A Mobile Satellite Phone
- AC Travel Charger with 5 international plugs
- High Capacity Battery
- DC Auto Charger
- Leather Holster with Wrist strap
- Antenna Adaptor
- Portable Auxiliary antenna
- Earpiece
- User Manual

Features

- Quick Access Interface
- Water, shock & dust resistant for rugged environments
- Data Capable (use your satellite phone to transmit and receive data with an optional RS232 adapter)
- 21 language choices for prompts
- Headset/Hands-free capability

Talk Time Features

- Provides up to 30 hours of standby time
- Provides up to 3.2 hours of talk time

Display

- 4 x 16 character Illuminated Graphic Display

Usage Control Features

- Automatic Display Call Timer
- Automatic Lock
- Call Restrictions
- Display Call Timers (last call / total calls)
- Display/Change Unlock Code
- Subscriber Identity Module PIN Availability (security code)

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Calling Features

- Call Barring
- Call Forwarding - Unconditional, mobile subscriber busy, subscriber not reachable
- Clear Last Digit/Clear All Digits
- Fixed Dialing
- International Access Key Sequence (+ key)
- Mailbox for Numeric & Text Messages (160 characters)
- Quick Access Interface
- Selectable Keypad tone (3 choices)
- Selectable Ringer tone (10 choices)
- Keypad Disable
- Two-way SMS capability
- Unanswered Call Indicator
- Volume Adjustment (earpiece or ringer)

Memory

- 100 Alpha and Numeric Memory Storage
- Last 10 Numbers Dialed
- Name Storage
- Memory Scroll by Location
- 32-Digit Number Capacity Phone Book
- 16-Digit Name Tag
- One-Touch Dialing
- Subscriber Identity Module Card (additional memory storage)

Visual/Alert Features

- Signal Strength Meter
- Battery Meter (always shown in display)
- Illuminated Keypad
- Low Battery Warning
- Status Review of Features
- Visual Display of Volume Settings

Specifications

Basics

Dimensions	158L x 62W x 59D mm
Volume	Under 375cc (22.9 ci)
Weight	Under 375g (13.2 ounces)

Battery

Continuous Talk Time	3.2 hours
Standby Time	30 hours

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INCLUDED WITH 9505A PHONE:

AC Travel Charger (for 9505A)
Provides rapid charge for optimal performance.

Features

- May be used with 9505A Portable Phone.
- Enables use of 9505A Portable Phone while recharging battery.
- Battery Charge Time to 90% capacity is 3 hours when charged in a 9505A handset at 25°C (77°F).
- For optimum performance only charge your battery between 0°C (32°F) and 40°C (104°F).
- Fast charge will be complete in about 3 hours 15 minutes.

Specifications

Input	100-240V AC, 50-60Hz
Output	6V DC, 850mA
Operating temperature	0-40°C
Charge time	3 hours 15 minutes

Auto Accessory Adaptor (9505A)
Restores full battery power for 9505A Portable Phone operations from any operating vehicle.

Features

- May be used with 9505A Portable Phone.
- Enables use of 9505A Portable Phone while recharging battery.
- Battery Charge Time to 90% capacity is 3 hours when charged in a 9505A handset at 25°C (77°F).
- For optimum performance only charge your battery between 0°C (32°F) and 40°C (104°F).
- Fast charge will be complete in about 3 hours 15 minutes.

Specifications

Input	10-32V DC
Output	6V DC, 825mA
Operating temperature	0-55°C
Charge time	3 hours 15 minutes

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Rechargeable Battery (for 9505A)
Battery for the 9505A Portable Phone.

ITEM 10B

Features

- May be used with 9505A Portable Phone.
- Battery Charge Time to 90% capacity is 3 hours when charged in a 9505A handset at 25°C (77°F).
- For optimum performance only charge your battery between 0°C (32°F) and 40°C (104°F).
- Fast charge will be complete in about 3 hours 15 minutes.

Specifications

Talk Time	3.2 hours
Standby Time	30 hours
Weight	65 grams (2.3 ounces)

9505A OPTIONS:

ITEM 9B

Data Kit (9505A)
Contains the hardware and software required to establish an Iridium data call with a 9505A Portable Phone.

Data Kit includes:

- Data Adapter
- Serial Cable (9-pin M/F)
- Stand
- Iridium World Data Services CD
- Neoprene carrying case

Features

- Data Adapter - attaches to a 9505A Portable Phone and provides a connection for a serial cable.
- Stand - Supports the 9505A Portable Phone and allows the antenna to be oriented in a vertical position.
- Serial Cable - connects the Data Adapter to a computer serial port.
- Iridium World Data Services CD - Contains all software and documentation required to install and configure Iridium World Data Services on your computer. Documentation includes user guides, troubleshooting guides and application notes.

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ITEM 11B

HARD CARRY CASE

Unbreakable, watertight, dustproof, chemical resistant and corrosion proof. These are some of the features of this Pelican™ Protector Case™ that offers total protection for your equipment. It is made of Ultra High Impact structural copolymer that makes it extremely strong and durable. Its exclusive 1/4" (6.4 mm) neoprene o-ring and ABS latches seal perfectly and includes an automatic purge valve for quick equalization after changes in atmospheric pressure. Your equipment can fit into the high-density foam of the case for total subjection and protection against impact, vibration or shock.

This case is NATO-codified and tested to MIL C-4150J (Military Standard), IP-67 (Ingress Protection) and ATA (Air Transportation Association). Lifetime warranty.

* This case will hold either the Globalstar GSP-1600 or Iridium 9505A phones with related Data Kits and extra batteries.

TEMPERATURE RATING			
MINIMUM	-10° F (-23° C)	**MAXIMUM**	+210° F (+99° C)
DIMENSIONS			
INSIDE	12" x 9-1/16" x 5-3/16" (30.5 cm x 23 cm x 13.1 cm)	**OUTSIDE**	13-3/8" x 11-5/8" x 6" (34 cm x 29.5 cm x 15.2 cm)
LID DEPTH	1-3/16" (3 cm)	**CASE DEPTH**	4" (10.2 cm)

BUOYANCY

Floats in salt water with 20 lbs (9.1 kg) load

COLORS

Black, Silver, Orange and Yellow

APPROVALS

IP 67
ATA Specification 300
Military Standard C-4150J

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PLEASE BE AWARE WHEN ORDERING IRIDIUM SATELLITE PHONE PARTS!

Although the Iridium 9505 (phones you already have) and 9505A (new phones for future purchases) look very similar, the power related components are different. When ordering replacement parts for your existing Iridium 9505 phones, make sure you use the following:

Battery High Capacity Lithium Ion

High Capacity Battery for 9500 or 9505 Portable Phone. Talk time and standby time vary based by phone.

Specifications

Talk Time	Up to 3.2 hrs
Standby Time	Up to 30 hrs
Weight	98 grams (3.4 ounces)

Data Kit

Contains the hardware and software required to establish an Iridium data call with a 9500 or 9505 Portable Phone.

Data Kit includes:

- Data Adapter
- Serial Cable (9-pin M/F)
- Stand
- Iridium World Data Services CD
- Neoprene carrying case

Features

- Data Adapter - attaches to a 9500 or 9505 Portable Phone and provides a connection for a serial cable. Allows simultaneous connection of the AC Travel Charger, Auto Accessory Adapter or Solar Charger.
- Stand - Supports the 9500 or 9505 Portable Phone and allows the antenna to be oriented in a vertical position.
- Serial Cable - connects the Data Adapter to a computer serial port.
- Iridium World Data Services CD - Contains all software and documentation required to install and configure Iridium World Data Services on your computer. Documentation includes user guides, troubleshooting guides and application notes.

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Iridium 9505 replacement parts continued:

AC Travel Charger

Provides rapid charge for optimal performance. Can be used to power phone when the battery is depleted. Standard with US plug, includes four international plug adapters for use in Europe, Australia, India and the United Kingdom.

Features

- May be used with either 9500 or 9505 Portable Phones.
- Enables use of 9500 or 9505 Portable Phone while recharging battery (2.5 hour charge time for Standard Battery, 3 hour charge for High Capacity Battery and 5 hour charge time for Ultra High Capacity Battery).

Specifications

Output Voltage	4.4 volts DC (nominal 6.5 volts)
Load current range	1-2.5 amp continuous 2.8 v peak

Auto Accessory Adaptor

Restores full battery power for 9500 or 9505 Portable Phone operations from any operating vehicle. Make and receive phone calls using Auto Accessory Adapter when batteries are depleted.

Specifications

Charge Time:	same as AC Travel Charger
Input Voltage:	10.8 - 33 VDC
Operating Temperature:	-40 to +85°C

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GLOBALSTAR RATES THROUGH MACKAY COMMUNICATIONS INC.

U.S./ CARIBBEAN ANNUAL SATELLITE SERVICE PLANS	TIMELINE 40	SKYLINE 120	MACKAY "TROUBLE FREE" (covers one year of service, no monthly payments)
Monthly Service Fee	$36.00	$45.00	N/A
Annual Service Fee	N/A	N/A	$432.00
Bundled Voice or Data Minutes	40/mo	120/mo	480/year
Cost per Included Minutes	$0.90	$0.40	$0.90
Additional Minutes	$0.95	$0.70	$0.95
Voice Mail	$7.95	Included	$7.95
19 Character Short Messaging Service	Included	Included	Included
Activation Fee	$45.00	$45.00	$45.00
Data Sessions - Potential Number Of 15-Second Bursts	160	480	160
Cost Per 15-Second Data Session	$ 0.25	$ 0.19	$ 0.25

Note: Burst data pricing applies to outbound Direct Internet (#777) initiated data calls only. Minute bundles and pricing are not supported while roaming.

Bundled Data Airtime Usage
(Outbound Direct Internet Calls via #777)

Length of Call	Billing Structure
1-15 seconds	Charged for 15 seconds of usage (1 data session)
16-30 seconds	Charged for an additional 15 seconds of usage (2 data sessions)
30 plus seconds	Charged for the entire minute of usage
60 plus seconds	Charged in 30 second increments

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IRIDIUM RATES THROUGH MACKAY COMMUNICATIONS INC.

GLOBAL ANNUAL SATELLITE SERVICE PLAN	PRICE
Monthly Access Fee (SIM card)	$30.00
Cost per Minute (Iridium to Iridium calls)	$0.90
Cost per Minute (Iridium to PSTN calls) *Public Switched Telephone Network or plain old telephone service*	$1.35
Incoming Calls	$0.00
Voice Mail	Free
160 Character Short Messaging Service	Included
Activation Fee	$40.00

SOLICITATION INSTRUCTIONS
REV. 02/08/05

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(s) offering the lowest price will be awarded the Contract(s). 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.virginia.gov) 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.virginia.gov) 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' 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(s) which is / are awarded as a result of this solicitation, offer and award shall be between VITA and the Contractor(s). 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(s). 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.

15. ALTERNATIVE DISPUTE RESOLUTION

By signing and submitting a bid or proposal under this solicitation, the bidder agrees that should it desire to appeal a protest decision of an award resulting from this solicitation, it agrees to submit such appeal to VITA's alternative dispute resolution procedures. Such use of VITA's alternative dispute resolution procedures shall be concurrent with and not in lieu of the bidder other statutory protest appeals outlined in §§2.2-4364 and 4365 of the Code of Virginia.

CONTRACTUAL TERMS AND CONDITIONS
INVITATION FOR BID (IFB) #2005-018

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), on behalf of all State agencies, institutions and other public bodies, as defined in §2.2-4301 and §2.2-4304 of the Virginia Public Procurement Act ("VPPA"), hereinafter referred to as "Authorized Users", establish a firm fixed price requirements-type term Contract for a Handheld portable Satellite Telephones ("Equipment") and Services, including but not limited to, usage and warranty ("Services") from the Contractor identified on page 1 of the Solicitation, hereinafter referred to as "the Contractor.

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 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.

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 VITA authorized representative. 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. MODIFICATIONS

This Contract maybe 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.

11. TAXES

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

12. USE OF BRAND NAMES

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

13. TRANSPORTATION AND PACKAGING

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

14. INSURANCE

By signing and submitting a bid or proposal 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.

15. 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.

16. 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.

17. NONDISCRIMINATION OF CONTRACTORS

A bidder 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.

18. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or Services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

Vendors are strongly encouraged to register prior to submitting a bid or offer. Failure to register will result in the bid being found non-responsive and rejected. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

a. eVA Basic Vendor Registration Service: $25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.

b. eVA Premium Vendor Registration Service: $200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

c. Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

19. eVA BUSINESS-TO-GOVERNMENT CONTRACTS

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your bid or terminate this Contract for default.

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

a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.

b. Provide an electronic catalog (price list) or index page catalog for items awarded under a term Contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us. Contractors should e-mail Catalog or Index Page information to eva-catalog-manager@dgs.state.va.us.

20. BREACH

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

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

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for deinstallation and return of Products 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:

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. DELIVERY

a. The Contractor shall deliver the requested Equipment or Services ready for use, by the installation date (day, month, year) identified in the individual Order.

b. Any amendment by the State to this Contract or any part thereof, may require the establishment of a new mutually agreed to required delivery date. The State may delay the installation date by notifying the Contractor at least ten (10) days before the required installation date.

c. If the Equipment or Services is not delivered/installed within the time specified in the Schedule, 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/install the proposed Equipment as stated in response to a solicitation document may result in removal from VITA's Vendor Registration File as per Section 7.20 of the Division of Purchases and Supply's Vendor's Manual dated December 1998.

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

23. PURCHASE OPTION

At any time during the term of this Agreement, any Authorized user may order additional Equipment and / or Services at the prices contained in the Schedule by sending the Contractor an Order. The foregoing shall not apply to Services provided to the Commonwealth at no charge. The delivery schedule for any items added by exercise of this option shall be thirty (30) days ARO.

24. ORDERS

Authorized users may order Equipment and / or Services from this Contract by one of the following Order methods:

A. eVA

B. Purchase Order: An official Purchase Order form issued by an Authorized User.

C. Charge/Credit Card:

Any order/payment transaction processed through the Commonwealth's Contract with American Express (AMEX). Each Order must not exceed $5,000, or the then current charge card limit. Payment will be made by AMEX to Contractor within three (3) business days.

25. RISK OF LOSS OR DAMAGE

The Contractor shall have the risk of loss or damage to all Equipment until clear and unrestricted title to such Equipment is transferred to the Authorized User.

26. EQUIPMENT CONDITION

All Equipment to be supplied by Contractor shall be new Equipment.

27. 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.

28. 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.

29. 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.

30. ENTIRE AGREEMENT

This Contract, the solicitation, bid response, solicitation instructions and all Equipment and 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 Equipment and/or 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 VITA authorized representative.

31. TITLE

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

32. 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.

33. TERM

The term of this Contract shall be for a period of one (1) year from the date of award of this Contract. The Commonwealth at its sole option may extend the term of this Contract, at the prices quoted or less, for up to three (3) 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.

34. INVENTIONS AND COPYRIGHTS

The Contractor is prohibited from copyrighting any papers, reports, forms or other materials, and from obtaining any patent on any invention or other discovery resulting solely from its performance under the terms and conditions of this Contract.

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 materials, Equipment and Services are subject to inspection and testing by the State, and any that does not meet or exceed the specifications or other requirements of the Contract may be rejected. The State shall be given ten (10) days after delivery to test, evaluate and accept the Equipment, and Services delivered or furnished under this Contract (provided that the using agency, in its sole discretion, may accept the same prior to expiration to the ten (10) day period). If the Contractors Equipment, or Services fail to meet the Contract specifications or other requirements, including the specifications of the brand name (see Paragraph 12), 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 this Contract and exempt the State from all costs incurred by the Contractor.

Acceptance shall be effective for the purpose of determining title to that which is delivered and for making payment, however, acceptance by the State following testing and evaluation during the ten (10) day period shall not be conclusive that the Equipment or 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 Equipment or 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

38. FIELD MODIFICATIONS AND/OR ENGINEERING CHANGES

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

39. SUPPLIES

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

40. GUARANTEE (WARRANTY)

The Contractor shall provide depot (Return to Vendor) warranty Services (labor, parts) for a period of not less than twelve (12) months, or such greater period as may be provided in the Schedule, beginning on the date of Acceptance, at no cost to the Commonwealth for all Equipment.

Prior to the expiration of the guarantee period, whenever Equipment is shipped for mechanical repair or replacement purposes, the Contractor will bear all costs associated with returning the Equipment to the Contractor's repair facility. When repair of the Equipment is completed, the Contractor shall bear all costs associated with returning the Equipment to the State's original point of shipment. Cost of shipping includes but is not limited to, costs of packing, transportation, rigging, drayage and insurance for damage or loss. Contractor shall repair the Equipment or provide an interim replacement product, within 72 hours of notification that a malfunction exists. Any interim product(s) will be provided at no additional cost to State, until the original product is returned, in good working condition.

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

NOTWITHSTANDING ANY PROVISION IN THIS SOLICITATION, THE COST OF ALL WARRANTIES SHALL INCLUDE SUPPORT FOR ALL SOFTWARE AND FIRMWARE. ALL WARRANTIES SHALL BE CONSIDERED TO BE PREFORMANCE BASED AND THEREFORE THE CONTRACTOR IS RESPONSIBLE FOR ANY REPORTED FAILURE OF THE EQUIPMENT DURING ANY WARRANTY PERIOD THAT THE COMMONWEALTH HAS SUBSCRIBED TO.

41. 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 Equipment or 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. All costs of de-installation and return of the Equipment will be the vendor's expense.

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.

42. TERMINATION FOR CONVENIENCE

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

43. TERMINATION FOR CONVENIENCE OF INDIVIDUAL ORDER

Any individual Order placed under this Agreement may be terminated, in whole or in part, by an Authorized User for its convenience, at any time up to thirty (30) days advance written notice to the Contractor. There are no other costs or obligations for termination for convenience.

44. 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.

45. ALTERNATIVE DISPUTES

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the 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.

46. TITLE (SOFTWARE/FIRMWARE)

For any Software / Firmware delivered under this Contract, the Contractor represents and warrants that it is the sole owner of the software/firmware product or, if not the owner, has received all proper authorizations from the owner to license the software/firmware product, and has the full right and power to grant the rights contained in this Contract. Contractor further warrants and represents that the software/firmware product is of original development, and that the package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person.

47. TERM OF LICENSE

For any Software / Firmware delivered under this Contract, the licenses granted are purchased on a non-exclusive, irrevocable perpetual license basis and shall commence upon the acceptance of the software Product by the Commonwealth. Notwithstanding the foregoing, the Commonwealth may terminate the license at anytime. All licenses granted to the Commonwealth are for the use of the software Product at the Commonwealth's computing facilities at the sites identified in any executed Attachment or Order referencing this Agreement. This license is perpetual and in no event shall Contractor's remedies for any breach of this Agreement include the right to terminate any license or support Services hereunder.

48. 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, VITA, and a copy of the report to the VITA authorized representative, 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. VITA 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.

49. INDUSTRIAL FUNDING ADJUSTMENT

The Contractor must pay VITA, 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 the paragraph herein entitled "Contractor's Report of Sales". 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. VITA 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 VITA that validates Agreement, then the payment shall be made by check as described herein made payable to the Controller, VITA.

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.

50. NONVISUAL ACCESS TO TECHNOLOGY:

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

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

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

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

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

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

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

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

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