03 APR 14 AM 10: 22

MODIFICATION #4
TO
CONTRACT NUMBER VA-010405-SPNT
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
SPRINT

This MODIFICATION #4 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and SPRINT, hereinafter referred to as "Contractor" relating to the modification of Contract VA-010405-SPNT, as amended. This Modification #4 is hereby incorporated into and made an integral part of Contract VA-010405-SPNT.

The purpose of this Modification #4 is to document both parties' agreement concerning Contract renewal.

Reference: Page 4, Schedule, Note #4 and Page C-5, Paragraph 15, entitled "Term":

Both above-referenced parties do hereby agree to extend the term of Contract VA-010405-SPNT as specified in the above reference, from April 5, 2003 through April 4, 2004.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-010405-SPNT 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.

SPRINT	COMMONWEALTH OF VIRGINIA
BY: Mike Frantz	BY:
NAME: Mike Frantz	NAME: Robert E. Gleason
TITLE: Sales Admin Mgr	TITLE: Technology Contracts Mgr
DATE: 4-10-03	DATE: 4/14/03

MODIFICATION #3
TO
CONTRACT NUMBER VA-010405-SPNT
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
SPRINT

This MODIFICATION #3 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and SPRINT, hereinafter referred to as "Contractor" relating to the modification of Contract VA-010405-SPNT, as amended. This Modification #3 is hereby incorporated into and made an integral part of Contract VA-010405-SPNT.

The purpose of this Modification #3 is to document both parties' agreement concerning Contract price adjustments.

Reference: Page C-5; paragraph 14, entitled "Price Protection/Adjustments"

In accordance with the above-mentioned reference, both parties hereby agree to revise the following Contract monthly charges, on each ISDN, CENTREX, and/or Business line, effective September 1, 2002:

a. Add the FCC-imposed Universal Service Fund ("USF") charge of $0.50.

b. Reduce the FCC-imposed Federal Subscriber Line Charge ("Federal Access Charge") from the current rate of $8.70 to $6.45.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-010405-SPNT 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.

SPRINT	COMMONWEALTH OF VIRGINIA
BY: Wanda A. Smith	BY:
NAME: WANDA SMITH	NAME: Robert E. Gleason
TITLE: SALES ADMINISTRATION MANAGER	TITLE: Contracts Engineer
DATE: 11/20/02	DATE: August 22, 2002

MODIFICATION #~~1~~ 2 7 8/28/01
TO
CONTRACT NUMBER VA-010405-SPNT
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
SPRINT

This MODIFICATION #~~1~~ 2 7 8/28/01 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and Sprint, hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #~~1~~ 2 7 8/28/01 is hereby incorporated into and made an integral part of the Contract.

The purpose of this Modification #~~1~~ 2 7 8/28/01 to the Contract, VA-010405-SPNT, is to add Centrex Extensions to share the established Network Access Registers (NARs) trunks that support the customer group for the Bassett Centrex.

1. **Reference: Page C-4 of C-14, Paragraph 13, entitled "Modifications":**

Both parties hereby agree to the addition of the following items to the contract:

Centrex Extension - $10.89 per Extension per month
Feature Package - $2.70 per Package per month
$13.59 Total

Each Centrex Extension will be assigned a 7-digit telephone number and will support all of the features and functions of a Centrex line as delineated in Items 1 through 8 of the Mandatory Technical Requirements in Attachment A to the above referenced Contract.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-010405-SPNT 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.

SPRINT	COMMONWEALTH OF VIRGINIA
BY: F Y Smiley, Jr.	BY: Joe A Parr
NAME: Frank Y. Smiley, Jr.	NAME: Joe A. Parr
TITLE: Sales Manager	TITLE: Contracts Engineer
DATE: August 28, 2001	DATE: August 7, 2001

D.I.T.

COMMONWEALTH OF VIRGINIA
AGENCY PROCUREMENT REQUEST

B

1. AGENCY INFORMATION

AGENCY: Department of Information Technology

AGENCY DIVISION: Telecommunications

PROGRAM NAMES/CODES: Requisition Number: 345-053

CONTACT NAME: Stuart L. Thacker

REQUEST NO.: 02-004

AGENCY CODE: 138

FUND CODE:

TEL. NO.: (804) 371-5543

FAX TEL. NO.: (804) 225-4933

RECEIVED JUL 30 2001 9

2. ESTIMATED PROCUREMENT COSTS

ITEM	PURCHASE PRICE	RENT OR LEASE/MO.	RENT/LEASE X TERM (MOS.)	TOTAL
HARDWARE			( )	
SOFTWARE			( )	
SERVICES		$0.00	( )	$0.00
MAINTENANCE: Monthly			( )	
FINANCE CHARGE		N/A	N/A	
OTHER CHARGES		N/A	N/A	
			TOTAL	$0.00

3. SEE PAGE 2 OF THIS FORM: PROJECT DESCRIPTION AND JUSTIFICATION (FEASIBILITY STUDY)

4. FUNDING CERTIFICATION

CERTIFICATION:

I hereby certify that sufficient funds for this request are available under the source(s) indicated.

FUND SOURCES:

Cost Center: 345

Billing Element: 32100

Sub-Object Code	Sequence	Suffix
1217	/	
	/	
	/	
	/	

SUBMITTED:

Date	Name (Type or Print)	Signature	Title
07/20/2001	Robert H. Davidson	Robert H. Davidson	Telecommunications Director

5. RECOMMENDED FOR APPROVAL

8/1/01

Date

Director
DIT Acquisition Services Division

FOR DIT USE ONLY	
DIT APR #:	9
ASSIGNED TO:	Butler
APPROVAL #:	D5
APPROVAL AMOUNT $:	0.00
DELIVERY ORDER #:	Mod #2
CONTRACT #:	VA-010405-SPNT

MODIFICATION #1
TO
CONTRACT VA-010405-SPNT
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
SPRINT, INCORPORATED

01 AUG 30 AM 10: 11

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and Sprint Incorporated, hereinafter referred to as "Sprint" or "Contractor," relating to Contract VA-010405-SPNT, dated April 5, 2001, as amended, hereinafter referred to as the "Contract" or "Agreement." This modification #1 is hereby incorporated into and made an integral part of the Agreement.

The purpose of this Modification #1 is to modify the existing Contract for the delivery of Centrex and ISDN/PRI Services, and to mutually agree to the geographical area for the provision of Services.

1. Both parties agree to amend the second sentence, Paragraph 1, Page 4 of 9, of Contract Schedule as follows:

   From:
   "The services specified in this solicitation shall be available to Authorized Users of Commonwealth of Virginia telecommunications services that are located within the official geographical boundaries of the town of Basset, Virginia with local exchange service to the city of Martinsville, Virginia.

   To:
   "The Services specified in this solicitation/Contract shall be available to Authorized Users of Commonwealth of Virginia telecommunications services, as identified by DIT and agreed to by Contractor."

2. Effective with the execution of this Modification #1, the Commonwealth of Virginia, at its discretion may deliver a Telecommunications Service Request (TSR) to Contractor for the provision of Services to Patrick Henry Community College (PHCC), 645 Patriot Avenue, Martinsville, Virginia 24112.

3. If Contractor determines that ISDN/PRI services are available, then at Contractor's discretion, such Services may be made available to the Commonwealth at the following rates:

PRODUCT NAME	S&E CODE	COST	INSTALL**	QTY	COMMENTS
PRI Access Line*	PB1VXT1 (F3Y)	$ 180.00	$ 110.00	1	
PRI Interface-1-way*	FCETPRI (1W3)	$ 149.00	$ 20.00	1	
PRI Interface-2-way*	FCETPRI (2WE)	$ 255.00	$ 20.00	1	
B-Channel Charge*	TIFCLB (BC3)	$ 16.50	$ 5.00	23	
D-Channel Charge*	FCEISCD (DC3)	$ 16.50	$ 5.00	1	Initial PRI with D channel must carry this charge
D-Channel Back up	FCETRPI	$ 50.00	$ 20.00	1	Optional
Call by Call	FCEISCB	$ 50.00	$ 35.00	1	Optional (available with 2-way only)
Incoming Call Identification (name & number)	FTE1FLC (IDN)	$ 100.00	$ 0.00	1	Optional
DID Equipment Charge		$ 13.28		TBD	Optional
DID station numbers (Block of 100)		$ 108.38		TBD	Optional
DID station numbers (Block of 20)		$ 21.68		TBD	Optional
DTMF (applies to DID service only)		$ 1.00		TBD	Optional

* At a minimum, all PRIs are configured with a PRI Access Line, PRI Interface (either a 1-way or 2-way), B-Channel Charge, D-Channel Charge.

** Installation includes to DMARC only.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-010405-SPNT 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.

SPRINT INCORPORATED

BY: F Y Smiley Jr.

NAME: Frank Y. Smiley, Jr

TITLE: Sales Manager

DATE: August 28, 2001

COMMONWEALTH OF VIRGINIA

BY: Robert E. Gleason

NAME: Robert E. Gleason

TITLE: Telecommunications Contracts Engineer

DATE: 7/27/01

Scott Fairholm
Agency Director

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

TDD VOICE-- TEL NO
804/371-8076

April 5, 2001

Ms. Jill Renton
Sprint
132 E. Main St.
Martinsville VA

RE: IFB# 2001-019, Contract VA-010405-SPNT (Contract)

Dear Ms. Renton:

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

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

Sincerely,

Jeff Davis
Contracts Manager

Enclosure
cc: File
jill.renton@mail.sprint.com

COMMONWEALTH OF VIRGINIA Department of Information Technology

SOLICITATION, OFFER AND AWARD
DATA PROCESSING / TELECOMMICATIONS

FIN: 47-0537145

1. Contract No:	2. IFB No:	3. Date Issued:	Date Due:	4. APR	5. Approval No:
VA-010405-SPNT	2001-024	Mar 12, 2001	Apr 3, 2001	74	C-64

For Information Call: David Butler (804) 371-5521

6. ISSUING OFFICE:

Department of Information Technolgy
Acquisition Services Division
110 S. 7th Street, Lobby Floor
Richmmond, Va. 23219-9300
ATTN: Bid Section

7. SHIP TO:

Dept. of Info Technology
ATTN: Stuart Thacker
110 S. 7th Street, 1st Floor
Richmond, VA 23219

SOLICITATION

8. Sealed bid(s) for furnishing the Products and Services set forth in the schedule, will be returned to the Issuing Office identified in block 6 above. Please provide an original and 0 copies. If hand carried, deliver to the ASD receptionist located on the Lobby Floor of the address listed in Block 6. Bids must be received prior to 2:00 p.m. local time Apr 3, 2001.

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

This is an advertised solicitation which consists of (1) the schedule of Products and Services, pages 2 thru 9; (2) the solicitation instructions pages S-1 thru S-3; (3) The Contract Terms and Conditions page C-1 thru C-14; and (4) other provisions, representations, certifications or specifications as are attached or incorporated herein by reference.

Offers will be publicly opened at: 2:10 p.m. local time Apr 3, 2001, in the ASD Conference Room, 110 South 7th Street, Lobby Floor.

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

Paul H. Dodson, Director
Acquisition Services

Signature

OFFER

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

9. CONTRACTOR:

Company Name: Sprint
Address: 132 E. Main St. 24112
City, State: Martinsville, VA
Signature: /Frank P. Smiley, Jr
Name (Typed): Jill Renton / Frank P. Smiley, Jr
Title: Account Mgr. / Sales Manager
Phone: 540-666-4305 / 804-261-9388

10: BILL TO:

Dept. of Info Technology
ATTN: Accounts Payable
110 S. 7th Street, 3rd Floor
Richmond, VA 23219

AWARD

11. Accepted as to Item Numbers:	12. Amount:	13. Award Date:
all	Per TSO	April 5, 2001

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

FORM 62 Rev. 12/15/2000

DIT-62A 01/15/91	SCHEDULE	IFB NO. 01-024	Page: 2 of 9
NAME OF CONTRACTOR	REQUIRED DELIVERY DATE: (RDD) 30 DAYS ARO	INITIALS	

ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE
	The Commonwealth of Virginia desires to purchase the following items:				
1.	Analog Centrex Lines (Monthly Rate)	27	mo.	28.79	777.33
2.	Digital Centrex Line (Monthly Rate)	1	mo.	28.79	28.79
3.	Voice Mailbox (Monthly Rate)	1	mo.	7.15	7.15
4.	Centrex Trunks (Monthly Rate)	7	mo.	NARS DO NOT APPLY	
	SUBTOTAL - Monthly Recurring Costs (Items #1-#4)				813.27
5.	FSLC (monthly rate per Trunk)	7	mo.	8.70	60.90
6.	Va. Relay (monthly rate per Trunk)	7	mo.	.16	1.12
7.	Additional Miscellaneous Monthly Charges (See Note #14.(a) for Price Quote Requirements) *See Addendum	1	lot		
	SUBTOTAL - Monthly Recurring Costs (Items #5-#7)				875.29
	SUBTOTAL - Annual Recurring Costs = (12 x Line Items #1-#7)			$10,503.48	
8.	Price to install Analog Centrex Lines	27	ea.	10.29	277.83
9.	Price to install Digital Centrex Line	1	ea.	10.29	10.29
10.	Price to install Voice Mailboxes	1	ea.	Ø	Ø
	SUBTOTAL - Installation charges (Items #8-#10)				288.12
11.	PIC Change Charge (per line)	28	ea.	5.00	140.00
12.	Service Order Charges	1	ea.	36.78	36.78
	SUBTOTAL Additional Miscellaneous Non-Recurring Charges (Items #11-#12) See Note 14.(b).				176.78
	TOTAL (SUBTOTALS - Annual Recurring Cost + Installation Costs + Non-Recurring Costs)			$10,968.38	
	In the space provided, please indicate whether the State will be allowed to choose its Intra-LATA carrier. Yes_____ No ✓				

DIT-62A	SCHEDULE	IFB NO.	Page:
01/15/91		01-024	3 of 9

NAME OF CONTRACTOR	REQUIRED DELIVERY DATE:	INITIALS
	(RDD) 30 DAYS ARO	

ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE
	Bidders: State in the space provided below the detailed description and unit price of any mandated fees or surcharges required by the FCC or State Corporation Commission that are not listed above and are required to be passed on to customers. In addition, provide documentation of the FCC/SCC requirement with your bid response. *IMPORTANT: The Commonwealth is exempt from paying E-911 tax, refer to Page 6, paragraph 13 of this solicitation.				

NAME OF CONTRACTOR	REQUIRED DELIVERY DATE:	INITIALS
	(RDD) 30 DAYS ARO	

1. The Department of Information Technology (DIT) is soliciting bids from responsive and responsible Bidders for the establishment of a requirements-type contract, with firm fixed prices, for the delivery and installation of Centrex-type local exchange telephone service. The services specified in this solicitation shall be available to Authorized Users of Commonwealth of Virginia telecommunications services that are located within the official geographical boundaries of the town of Basset, Virginia with local exchange service to the city of Martinsville, Virginia.

2. Award, if made, will be to the responsive and responsible Bidder with the lowest total one-year price for the items listed on the Price Schedule (page 2 of this solicitation). The Commonwealth reserves the right to purchase additional quantities of the items listed at the price quoted or less at any time during the term of the contract or its extended periods, if any.

3. This solicitation identifies the services that the Contractor must be capable of providing during the term of the contract. Although the Price Schedule specifies the quantities and types of services the Commonwealth anticipates initially procuring, the state offers the successful Bidder no guarantees or assurances that any minimum quantity of the services listed will be purchased or, if purchased, will remain in service for any minimum period of time.

4. The term of the contract awarded as the result of this solicitation shall be for two (2) years. The Commonwealth, at its sole discretion, reserves the right to extend the contract, 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 or it subsequent extension period(s).

5. The results of this solicitation will not be given out by telephone. Vendors who wish to receive 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 the IFB number. Results will be made available after a decision is made.

6. To be eligible to bid, Bidders must be currently authorized by the Virginia State Corporation Commission (SCC) to provide local exchange telephone service within the town of Bassett, Virginia.

7. VENDORS THAT ARE NOT REGISTERED WITH THE DEPARTMENT OF INFORMATION TECHNOLOGY (DIT), ACQUISITION SERVICES DIVISION (ASD), WILL NOT BE CONSIDERED FOR AN AWARD. A registration form must be on file or received by ASD not later than the award date. Vendors may obtain a registration form by calling (804) 371-5900 or by visiting DIT's web site at http://asd.state.va.us.

8. The above web site provides information about ASD and acquisitions conducted by ASD for Information Technology related items. Vendors are invited to check this site regularly.

9. 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. If you received the notice announcing this bid in the initial mailing from DIT, your address label will reflect the FIN number on our file for your company. Please place this number in the space provided on page 1. If the number is incorrect, please provide us the incorrect number and the correct number and we will revise your registration to reflect the correct number. PLEASE NOTE THAT FAILURE TO PROVIDED THIS NUMBER MAY RESULT IN OUR INABILITY TO VERIFY YOUR REGISTRATION AND YOUR BID BEING RULED NON-RESPONSIVE.

10. Required Service Delivery Intervals - Initial Service

Immediately after contract award, DIT will submit Telecommunications Service Orders (TSOs) to the Contractor for delivery and installation of the services initially required at the following locations:

Virginia Department of Transportation (VDOT)
Residency Office
P. O. Drawer 3631
Martinsville, VA 24115

The Contractor shall install and make the initially required Centrex and Voice Mail services described in Attachment A, Mandatory Technical Requirements (Centrex) fully operational within thirty (30) calendar days after receipt of a properly executed Telecommunications Service Order from DIT.

Note: See Attachment B, for a sample copy of the state's Telecommunications Service Order form.

11. Required Service Delivery Intervals - Additional Service

Once the initial service has been installed by the Contractor and accepted by the Commonwealth at the location specified, the Contractor, upon receipt of a properly submitted Telecommunications Service Order from DIT, shall deliver and install additional service, make changes to in-place services, and/or de-install or disconnect existing service in accordance with the following time frames:

(a) Service orders involving up to ten (10) Centrex lines shall be completed within ten (10) calendar days after receipt of the order from DIT.

(b) Service orders involving up to thirty (30) Centrex lines shall be completed within twenty (20) calendar days after receipt of the order from DIT.

Paragraph #11 Continued:

(c) Upon receipt of a service order from the state involving more than thirty (30) lines, the Contractor shall contact the Service Order Representative listed on the order to negotiate a mutually acceptable date completing the requested work.

12. It is the responsibility of the Bidders to understand all requirements and specifications contained in this solicitation. All questions and/or comments concerning the requirements, specifications, or other information provided in this solicitation must be submitted in writing to the Issuing Office to the attention of David H. Butler. Written questions may be submitted via Fax to (804) 371-5969 or e-mail, dbutler@dit.state.va.us not later than March 26, 2001.

13. The Commonwealth is exempt from paying E-911 charges. Bidders shall not include such charges in their bid response and any inclusion of E-911 charges shall result in the Bidder's response being declared non-responsive.

14. Site Visits

(a) Bidders are encouraged to visit the sites to become familiar with the requirements of the installation. Bidders may arrange to visit the VDOT location by contacting Ms. Lisa Hughes at (540) 629-2581.

(b) All site visits must be scheduled in advance of any of the Bidder's personnel arriving at the location. Bidder's personnel that arrive at the sites without scheduling the visit in advance may be denied access to the facilities.

15. Mandatory Bid Response Requirements

(a) In Line Item #8 on the Price Schedule entitled, "Additional Miscellaneous Monthly Charges", Bidders shall provide the total monthly cost of all charges, surcharges, fees, etc., if any, the Commonwealth will incur in addition to the monthly costs quoted for utilization of the services specified on the Price Schedule. On a separate sheet submitted with their bids, Bidders shall provide an itemized listing and unit prices for each of the pricing elements included in the "Additional Miscellaneous Monthly Charges" quoted on the Price Schedule. A brief explanation of the manner in which the charges will be applied must also be submitted with the bid, i.e., "cost per line per month, cost per trunk per month, etc."

NOTE: BIDDERS SHALL INCLUDE WITHIN THIS CATEGORY ALL APPLICABLE MONTHLY CHARGES LEVIED BY ANY GOVERNMENTAL ENTITY WITH JURISDICTION OVER THE DELIVERY OF THE SERVICES SPECIFIED IN THIS SOLICITATION.

Paragraph #15 Continued:

(b) In the space of the Price Schedule entitled, "Additional Miscellaneous Nonrecurring Charges", Bidders shall provide the total additional one-time cost, if any, the Commonwealth will incur, in addition to the non-recurring installation costs listed on the Price Schedule, when ordering service from the contract. On the separate sheet required above, Bidders shall provide an itemized listing and unit prices for each of the pricing elements included in the "Additional Miscellaneous Nonrecurring Charges" quoted on the Price Schedule. A brief explanation of the manner in which the charges will be applied must also be submitted with the bid i.e., "cost per service order, cost per day, construction costs, etc."

16. The Contractor shall provide a single point of contact for the reporting of service problems encountered by the Commonwealth while using the services. The point of contact shall be staffed and available twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays.

17. The Commonwealth shall be rebated, or credited, a prorated hourly portion of the applicable monthly service charges for each occurrence during which the Commonwealth is denied use of the service due to service failures and disruptions for four (4) hours or more during any single twenty-four (24) hour period. The rebate shall apply to the initial four (4) hours and all additional hours, or portions thereof, during which the state is denied access to the service.

18. The Commonwealth shall be rebated, or credited, a prorated hourly portion of the applicable montly service charges for each occurrence during which the Commonwealth is denied use of the service for eight (8) hours or more during any consecutive thirty (30) day period. The rebate shall apply to the initial eight (8) hours and all additional hours, or portions thereof, during which the state is denied access to the service.

19. Bidders shall provide a separate detailed list of the additional Centrex and Voice Mail services and features, if any, that are available with the services specified herein at no additional cost to the Commonwealth.

20. The Commonwealth reserves the option to avail itself of any of the additional Centrex Voice Mail features/services offered by the Bidder in response to paragraph 19 above at any time during the initial term of the contract or its subsequent renewal periods.

21. Mandatory Installation Requirements

(a) The Contractor shall terminate all cable pairs on a Contractor provided RJ-21X network interface device (NID) located in the building telecommunications equipment room. The NID shall be labeled with the seven (7) digit telephone number to clearly identify the location of each Centrex line on the interface. The NID shall be located in the facility's building main telecommunications equipment room.

Paragraph 21 Continued:

Additionally the Contractor shall provide and install fast-acting gas-tube transient voltage surge suppressors on each line installed in the facility. The Commonwealth will not accept carbon block protectors as secondary protection.

NOTE: The Commonwealth will be responsible for all intra-building cabling from the NID to the telecommunications outlets for telephone sets, fax machines, etc.

(b) During the course of the installation, the Contractor shall not interfere with the current operational telephone system and/or telecommunications cabling system in a manner that causes operational outages. In the event that temporary modifications to the existing telephone and/or cabling systems become necessary to complete the installation of the new service, the Contractor shall notify the on-site contact person of such need in order to schedule a mutually agreeable time for the state to have the modifications completed.

(c) The Contractor shall be responsible for obtaining all rights-of-way, licenses, and/or permits required by applicable authorities in order to install the services at the location specified on the Telecommunications Service Order issued by DIT.

22. Mandatory Training Requirements

(a) The Contractor shall be responsible for providing hands-on training on the use of the service for all agency users. Training shall be provided using fully functional Centrex service and telephone equipment provided by the agency. The provision of the training shall be coordinated directly with the user agency.

(b) Training Material - customized training material, i.e., operation manuals, instruction cards, logs, etc., shall be provided in conjunction with a verbal explanation of the system features and configuration.

(c) All cost for training and training materials shall be included in the basic costs of services to be provided.

23. Telecommunications Service Order (TSO) Processing

(a) DIT reserves the exclusive authority to order service from the contract that results from this solicitation. All requests for service under the contract will be submitted to the Contractor on a Department of Information Technology "Telecommunications Service Order (TSO)" that has been signed by an authorized "Ordering Officer" appointed by DIT's Contracts Manager.

Paragraph 23 Continued:

(b) All additional instructions pertaining to TSOs are identified in the paragraph of the "Contractual Terms and Conditions" section of this solicitation entitled, "Telecommunications Service Orders (TSO)".

24. Mandatory Billing and Invoicing Requirements

All invoices shall be rendered promptly after all Services covered by the invoice have been accepted.

a. All charges must be identified at the lowest level of detail (i.e. phone level).

b. No invoice may include any costs other than those identified in the Schedule.

c. No bill or invoice will be paid without adequate billing details.

d. If available, charges should be provided on electronic media at the the detail level.

All additional instructions pertaining to invoices and billing are identified in the paragraph of the "Contractual Terms and Conditions" section of this solicitation entitled, "Invoices".

25. Bidders' attention is directed to the Code of Virginia 56-234. The Commonwealth is procuring Services as identified and provisioned under this Contract. The only Terms and Conditions governing the purchase and provision of the Services, are contained herein. Any bid response that purports to supply Services in whole or in part under different Terms and Conditions, shall be considered non-responsive.

IN THE SPACE BELOW, BIDDERS SHALL PROVIDE THE NAME, ADDRESS AND TELEPHONE NUMBER OF THE WARRANTY SERVICE ORGANIZATION.

Sprint Repair
1-800-304-7628

ATTACHMENT A

Mandatory Technical Requirements (Centrex)

1. Line Types – configured for DTMF and loop start signaling
   a. Analog – configured for use with telephone industry standard 2500-type telephone sets.
   b. Digital – Shall utilize Integrated Service Digital Network (ISDN) Technology configured in accordance with National ISDN-1 (NISDN-1) specifications to support voice, data, and/or video communications, or any combination thereof.
2. Features – the features listed below shall be available with each analog and digital line at no additional cost.
   a. Direct Inward Dialing (DID)
   b. Direct Outward Dialing (DOD)
   c. Ability to selectively allow or deny lines/trunks the ability to place long distance (toll) calls via the use of NXX/NPA allow and or deny lines the ability to place local calls (intercom dialing only), ability to restrict access to 700 and 900 dialing (either/or/both).
   d. Unlimited calling to local calling area with no additional charges above the applicable (flat rate) monthly service charge for analog and digital lines
   e. Minimum four (4) digit Station–to–Station calling (intercom)
   f. Call Hold
   g. Call Transfer (internal and external)
   h. Call Pick-up (group and directed)
   i. Call Trace
   j. Consultation Hold
   k. Three –way calling (conference)
   l. Call Forwarding-busy, no-answer, and all calls
   m. Incoming Calling Line Identification (ICLID), which is also referred to as caller identification ("caller ID")
   n. Call Waiting
   o. Speed calling
3. Centrex Trunks – also referred to as Network Access Registers (NARs). The service shall be initially installed with seven (7) Centrex Trunks. For the duration of the contract, the service shall be maintained with a minimum of 4:1 line to trunk ratio. Vendor should notify DIT's Integrated Telecommunications Division, Voice Engineering Manager, when line to trunk ratio exceeds the 4:1 standard. However, no adjustments to the quantity of trunks placed into service shall be made without a firm written order from the DIT. The Voice Engineering Manager can be reached at 804/692-0716.

Mandatory Technical Requirements (Centrex) Continued

4. Voice Mail – each Centrex line shall be capable of being equipped with a voice mailbox that provides a minimum of fifteen (15) minutes of message storage capacity. The voice mail service shall allow interactive messaging among voice mailboxes within the Centrex to provide capabilities such as message forwarding, broadcast messages, etc. The voice mail service shall be integrated with the Centrex service to automatically activate the visual message waiting indicators of a system compatible ISDN or digital telephone set when messages have been received in the voice mailboxes associated with the Centrex lines to which the telephones are connected. An audible (stutter dial tone) messaging waiting tone shall be activated on Analog lines which indicate to user that a message is in the voice mailbox and shall automatically deactivated when the messages in the voice mailbox have been reviewed and properly processed.
5. Primary Interexchange Carrier (PIC) – MCI is the Commonwealth's current preferred inter-exchange carrier for intraLATA , intrastate and interstate long distance. The vendor shall provide Equal Access to all Inter-Exchange Carriers (IXCs) and allow the Commonwealth to change the PIC to MCI or any other IXC the state may elect to use in the future.
6. Centrex Number Ranges – vendor to provide a dedicated range of numbers to support the Centrex for initial installation and future installs. The initial requirement will require a block of 50 numbers. The Commonwealth shall have to ability to add additional blocks of 20 as needed.
7. Number Portability – VDOT would like to port two of their current numbers to the new Centrex, 540/629-2581 and 2729. These two numbers shall be incorporated in the new Centrex to allow intercom dialing and access to all associated features.
8. Initial installation- the initial install will be approx. 28 lines for the Department of Transportation (VDOT), 309 Weeping Willow Lane, Bassett, VA. 24055. For the additional locations, there should be no minimum line requirements.

ATTACHMENT B

PRINTED FROM DIT-SOS ON 20010226 AT 08:01:55.2 BY MISSSS 102001-786-XYZ

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

TELECOMMUNICATIONS SERVICE ORDER

01 FEB 27 AM 8:20

DIT ORDER NO : 102001-786-XYZ
PROJECT:
ACCOUNT NO. : NEWACCOUNT
REQUESTED DUE DATE: 20010401
DIT CONTACT : SUSAN STANLEY
TELEPHONE : 804/344-5687
COPY TO :

DIT APPROVAL : _____ DATE: _____

ACTIVITY CODE: 0138073
AGENCY LOG NO:
AGENCY : INFORMATION TECHNOLOGY,DEPARTMENT
COORDINATOR : MARY SMITH
ADDRESS : 110 SOUTH 7TH STREET
CITY : RICHMOND
STATE: : VA
ZIP: 23219
TELEPHONE : 804/344-5645

VENDOR : XYZ TELEPHONE
ADDRESS : 101 TELEPHONE LANE
CITY : ANYTOWN
STATE : VA
ZIP: 23111
REMARKS TO VENDOR:

PLEASE PROVIDE US WITH ALL MONTHLY RECURRING CHARGES (RECAP OF BILL) ASSOCIATED WITH THIS ORDER.

SERVICE REP: _____

TELEPHONE : _____ DUE DATE: _____

S.O. NOS : _____ _____ _____ _____

REMARKS FROM VENDOR:

_____

_____

_____

_____

SERVICE ORDER GENERAL DESCRIPTION:

DESCRIPTION PAGE 1 OF 2

LOCATION CONTACT: ALFONIA RAY COORDINATOR
540/679-9999
4581 SAGEWOOD TRAIL DRIVE
ANYTOWN, VA 24316

---------- XYZ TELEPHONE COMPANY ----------

SERVICE ORDER GENERAL DESCRIPTION: DESCRIPTION PAGE 2 OF 2

PLEASE INSTALL ONE LOCAL TOUCH TONE FLAT RATE BUSINESS LINE FOR FAX LINE. TERMINATE ON A NEW RJ11C JACK IN THE ANYTOWN AREA HEADQUARTERS. CONTACT WILL PROVIDE EXACT LOCATION OF JACK INSTALLATION.

* PIC MCI AS THE INTER/INTRA-LATA CARRIER.

* PROVIDE LIST OF MONTHLY RECURRING CHARGES ASSOCIATED WITH LINE.
* BILL THIS TO DIT ACCOUNT NUMBER XYZ5406795555.

---------- MCI ----------

PLEASE ADD THE LINE SHOWN ON THE FACILITY SHEET TO THE COVANET-ON-NET DATABASE FOR LONG DISTANCE AND INTRA-LATA CALLING.

* *

INSTALL FACILITY ID KEY: TIE ID KEY2:
DIT-SOS FACILITY SEQUENCE NUMBER: 102001-001

CENTREX LOCATION GRP: 78600001
LOCATION CONTACT : JACK SPRAT
ADDRESS : 110 SOUTH 7TH STREET
CITY : RICHMOND
STATE : VA ZIP : 23219
TELEPHONE : 804/344-5645
FACILITY DESCRIPTION: 4581 SAGEWOOD TRAIL DRIVE
: ANYTOWN VA

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

ITM	FEATURE/PRODUCT DESCRIPTION	QTY	TERMS/CONTRACT #
1.	BUSINESS LINE	001	

** NOTES TO ALL VENDORS:
1. CHANGES TO THE ORDERED SERVICE ARE NOT AUTHORIZED.
2. PLEASE NOTIFY DIT SERVICE ORDER CONTACT IF DUE DATE CANNOT BE MET.
3. ALL FEATURES/PRODUCTS ARE TO BE LEASED UNLESS OTHERWISE NOTED.

** NOTES TO LINE/CIRCUIT VENDOR:
1. INDICATE NEW PHONE NUMBERS, CIRCUIT IDS ASSIGNED.
2. FOR CIRCUITS, SUPPLY ALL WIRE CENTER AND ROUTING INFORMATION (CIRCUIT LOCATIONS, ASSOCIATED PRODUCT CODES, ETC.).

********** END SERVICE ORDER 102001-786-XYZ **********
********** END SERVICE ORDER 102001-786-XYZ **********
********** END SERVICE ORDER 102001-786-XYZ **********
********** END SERVICE ORDER 102001-786-XYZ **********
********** END SERVICE ORDER 102001-786-XYZ **********

TOTAL NUMBER OF PAGES FOR THE ORDER: 3

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SOLICITATION INSTRUCTIONS
REV. 12/15/00

1. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding this solicitation/invitation for bid must be requested in writing and with sufficient time allowed for a reply to reach the vendor before the submission of their bids. PRIOR TO SUBMISSION OF A BID, VENDORS ARE REQUIRED TO READ THESE INSTRUCTIONS, REVIEW THE SCHEDULE, READ ALL TERMS AND CONDITIONS AND CHECK THE ACQUISITION SERVICE DIVISION'S (ASD'S) WEB PAGE AT (HTTP://ASD.STATE.VA.US) FOR ANY AMENDMENTS OR CHANGES. THIS SOLICITATION IS SUBJECT TO THE PROVISIONS OF THE COMMONWEALTH OF VIRGINIA VENDOR'S MANUAL WHICH WAS REVISED IN DECEMBER 1998 AND ANY REVISIONS THERETO, WHICH ARE HEREBY INCORPORATED INTO THIS CONTRACT IN THEIR ENTIRETY. A copy of the manual is available for review at the purchasing office, and can be obtained by calling the Division of Purchases and Supply (804) 786-3842, or by accessing the Department of General Services (DGS), Division of Purchases and Supply (DPS) Internet Home Page (www.dgs.state.va.us/dps). Any interpretation required by the State will be in the form of an amendment to the solicitation; SEE PARAGRAPH 11 BELOW. Oral explanations or instructions given before the award of the contract will not be binding. In any conflict arising between this solicitation and the Vendors' Manual, this solicitation shall prevail.

2. PREPARATION OF SOLICITATION

A. Bids shall be submitted on the forms furnished, and must bear an original signature by an individual authorized to bind the company submitting the bid. If erasures or other changes appear on the form, each erasure or change must be initialed by the person signing the bid. Telegraphic or facsimile bids will not be considered. Vendors may not submit multiple bids in a single envelope.

B. Vendors are required to enter their Federal Identification Number [FIN] in the upper right hand corner on Page 1, DIT Form 62. This number must correspond with the FIN number shown on Page 1 of the DIT Vendor Application For Registration Form submitted by a principal or officer of the firm submitting the bid. Failure to enter a number in the space provided or to provide a correct FIN number may delay award or result in DIT determining that the vendor is not registered to conduct business with DIT. It is the vendor's responsibility to provide the correct FIN number and to keep DIT updated as to any changes in vendor's status.

C. The bid form may provide for submission of a price or prices for one or more items. All prices shall be entered in the schedule; DIT Form 62A or 62B. Where the bid form explicitly requires that the vendor bid on all items (e.g., an all or none requirement), failure to do so will disqualify the bid. When submission of a price on all items is not required, vendor should insert the words "no bid" in the space provided for any item on which no price is submitted.

D. Additional bids may be submitted, when in the vendor's judgment they can provide more than one solution which meets the required specifications of the procurement. Additional bids shall be submitted on either a duplicate copy of the bid document or on plain paper and shall be clearly identified with the words "ADDITIONAL BID" written or printed on the face of each additional bid. Additional bids shall not be considered unless detailed specifications or descriptions sufficient to establish quality, utility and merit accompany the bid.

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

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

3. SUBMISSION OF BIDS

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

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

4. SPECIFICATIONS AND USE OF BRAND NAMES

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

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

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

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

6. PUBLIC OPENING OF BIDS

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

7. SOLICITATION TERMS AND CONDITIONS

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

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

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

8. AWARD OF CONTRACT

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

9. AWARD NOTICES

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

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

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

TELEPHONIC REQUESTS FOR BID RESULTS WILL NOT BE HONORED.

10. FAILURE TO DELIVER

Failure to comply with the terms and conditions of the IFB or to deliver equipment, software or services identified in the solicitation at the price quoted may result in cancellation or rescission of the award/contract by the Commonwealth and may subject the Contractor to removal from DIT's Vendor Registration file and ruled ineligible to participate in DIT's (and other agencies and institutions information technology) procurements for a period of 12 months.

11. AMENDMENT OF SOLICITATION

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

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

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

12. ANTI-COLLUSION CERTIFICATION

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

13. DEMONSTRATIONS

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

14. PROTESTS OF AWARDS

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

15. VENDOR REGISTRATION

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

16. CONTRACT

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

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

17. TRADE SECRETS OR PROPRIETARY INFORMATION

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

CONTRACTUAL TERMS AND CONDITIONS
INVITATION FOR BID (IFB) #2001-24

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 "DIT" (the Department of Information Technology) will acquire Analog and ISDN Centrex-type local exchange telephone services, hereinafter referred to as the "Services" for Authorized Users located within the geographical boundaries of the town of Basset, Virginia with local exchange service to the city of Martinsville, Virginia from the Contractor identified in block #9, page 1 of the Solicitation, hereinafter referred to as "the Contractor." This is a requirements type Contract, with Firm Fixed Pricing. "Authorized Users" are defined as agencies, institutions, and other public bodies as defined in Section 11-37 of the Virginia Public Procurement Act (VPPA).

2. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any commitment made by the Contractor within the scope of this Contract shall be binding upon Contractor. For the purposes of this Contract, a commitment by the Contractor includes:

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

b. Any written warranty or representation made by the Contractor in this solicitation as to the Services to be provided, or other physical design or functional characteristics of that, which is offered;

3. SERVICE COMMENCEMENT DATE

a. For the VDOT lovation identified in Note 10 herein, the Contractor shall deliver and install the Services identified in any Telecommunications Service Order (TSO) subsequent to an award of this solicitation within thirty (30) days from receipt. For all other TSOs, delivery and installation is as identified herein.

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 Services are not delivered within the time specified in the Schedule, the State reserves the right to cancel the award of this Contract (or any TSO issued under this Contract) and/or terminate this Contract for default without further obligation, and award the solicitation to the next responsive and responsible bidder. Contractors are cautioned that failure to deliver the proposed Services as stated in response to a solicitation document may result in removal from DIT's Vendor Registration File as

per Section 7.20 of the Division of Purchases and Supply's *Vendor's Manual* dated December 1998.

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

4. TELECOMMUNICATIONS SERVICES ORDER (TSO)

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

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

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

5. TAXES - FEDERAL, STATE AND LOCAL

The Commonwealth of Virginia is exempt from Federal excise and all State and Local taxes; such taxes shall not be included in Contract prices. Tax exemption certificates will be furnished if requested by the Contractor.

6. SERVICES

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

7. PATENT/COPYRIGHT PROTECTION

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

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of *Section 2.1-122* and *Section 2.1-127* of the *Code of Virginia* or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option and expense, participate in the defense of the suit.

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

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

If the use of such equipment or software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the software, the Contractor agrees to take back the infringing equipment, software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one half (1/2%) percent of the total paid for each month of use by the Commonwealth. This obligation is in addition to the obligations cited in the first four subparagraphs of paragraph 7. above.

8. NON-APPROPRIATION

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

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

9. ASSIGNMENT

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Agreement shall not be assignable, in whole or in part, to any other party without DIT'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 DIT 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 DIT's "Assignment Notice / Payment Instruction" form and shall provide all information requested on that form. Copies of the form may be obtained from the Contracts Manager DIT. Upon DIT's acknowledgment of receipt of the properly executed form, the Assignee shall notify the Controller, DIT 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 DIT receives any notice from a third party claiming to be an assignee of any rights of the Contractor under this Agreement, Contractor agrees that payment or other performance in respect of those rights shall not be due until at least thirty days after the DIT'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 Acquisition Services Division of DIT shall promptly notify the Contractor of any assignment notice it receives.

10. GOVERNING LAW

This Contract and any disputes arising hereunder shall be governed in accordance with the laws of the Commonwealth of Virginia and shall be deemed to have been executed and entered into within the Commonwealth of Virginia. Any litigation arising in connection with this Agreement shall be brought in the courts of the Commonwealth of Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

If any term or provision of this Contract shall be found to be illegal or unenforceable, then, notwithstanding such provision, the remainder of this Contract shall remain in full force and effect, and such term or provision shall be deemed null and void.

11. 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.

12. ENTIRE AGREEMENT

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

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

13. MODIFICATIONS

This Contract may be modified in accordance with *Section 11-55* of the *Code of Virginia*. Such modifications may only be made by the representatives noted below. No modifications to this Contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. For purposes of the Contract, the only authorized representative for the Commonwealth shall be the individual identified in block #14 of this

solicitation or his duly designated alternate, and for the Contractor the person identified in block #9 of the solicitation. Any Contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or $50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

14. PRICE PROTECTION/ADJUSTMENTS

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

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

15. TERM

The term of this Contract shall be for a period of two (2) years from the date of execution of this Contract by the Contracts Manager, DIT. The Commonwealth at its sole option may extend the term of this Contract for three additional one-year periods. The Contractor shall be given thirty (30) days advance written notice of the Commonwealth's intention to extend the term for such additional periods.

16. VIRGINIA PUBLIC PROCUREMENT ACT

Employment Discrimination by Contractor Prohibited (*Section 11-51*, *Code of Virginia*).

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

1) The Contractor will not discriminate against employee or applicant for employment because of race, religion, color, sex or national origin, or disabilities except where religion, sex or national origin 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 such Contractor is an equal opportunity employer.

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

b. The Contractor will include the provision of the foregoing paragraphs a.1, a.2 and a.3 in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

17. ADDITIONAL CERTIFICATIONS

Contractor hereby certifies its compliance with the following:

a. *Virginia Fair Employment Contracting Act.*

b. *Virginia Governmental Frauds Act.*

c. *Virginia Public Procurement Act.*

d. *Federal Immigration Reform and Control Act of 1986.*

e. *Virginians with Disabilities Act.*

f. *Americans with Disabilities Act.*

g. *Federal Civil Rights Act of 1964.*

18. CONTRACTUAL RECORDS

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

Contractual records are hereby further defined as this Contract and all delivery/purchase orders, invoices or correspondence directly relating to this Agreement.

19. 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.

20. CONTINGENT FEE WARRANTY

The Contractor warrants that he/it has not employed or retained any person or persons not generally associated with Contractor for the purpose of soliciting or securing this Agreement. The Contractor further warrants that he/it has not paid or agreed to pay any company or person any fee, commission,

percentage, brokerage fee, gift, or any other consideration contingent upon the award or making of this Agreement. For breach of one or both of the foregoing warranties, the Commonwealth shall have the right to terminate this Agreement without liability, or in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover, the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

21. ACCEPTANCE, TESTING AND COMPLIANCE WITH SPECIFICATIONS

All Services (each installation) are subject to inspection and testing by the State, and any which do not meet or exceed the specifications or other requirements of the Contract may be rejected. The State shall be given seventy-two (72) consecutive hours from the completion of installation by the Contractor to test, evaluate and accept the Services delivered or furnished under this Contract (provided that the using agency, in its sole discretion, may accept the same prior to expiration to the seventy-two (72) hour period). If the Contractor's Services fail to meet the Contract specifications or those required by the Contractor's own technical documentation, then the same may be rejected and returned to the 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 making payment, however, acceptance by the State following testing and evaluation during the seventy-two (72) consecutive hour period shall not be conclusive that the Services conform in all respects to the Contract specifications and other requirements. In the event that nonconformance therewith is discovered by the State after acceptance, whether due to a latent defect or otherwise, the Contractor shall take whatever action is necessary to conform the Services to the Contract specifications and other requirements, including but not limited to modification or replacement of the same. The Contractor's failure to do so shall constitute breach of Contract for which the State may exercise the remedies provided in the section herein entitled "Termination and Cancellation," in addition to and not in lieu of any other remedies available under Virginia law.

22. SERVICES WARRANTY

Contractor shall deliver and maintain the Services as defined below:

a. The Service shall be warranted to operate free from failure and shall be available for use by the Commonwealth twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays. The cost of this Warranty is included in the monthly recurring price, for each Service contained herein and continues throughout the life of the Service.

b. The Contractor shall respond to reports of interruptions of the local exchange service within one (1) hour after receipt of notification from the Commonwealth. The Contractor's response may be On-site or from a remote location based on the Contractor's determination of the source of the failure. If an On-site response is required, the Contractor's repair personnel shall be On-site and working to restore service within four (4) hours after receipt of the initial report of the failure. The Contractor shall restore service to normal operation within eight (8) hours after the initial report of the failure.

c. Contractor shall furnish this On-site warranty service twenty-four (24) hours per day, seven (7) days per week for the duration of this Agreement at no cost to the State. The warranty covers all travel, labor, and parts.

23. TROUBLE REPORTING

Contractor shall provide a single point of contact for the reporting of Service problems encountered by the Commonwealth while using the Services. The point of contact shall be staffed and available twenty-four (24) hours per day, seven (7) days per week, including weekends and holidays.

24. DOWNTIME CREDITS

The Commonwealth shall be rebated, or credited, a prorated hourly portion of the applicable monthly service charges for each occurrence during which the Commonwealth is denied use of the Service due to service failures and disruptions for four (4) hours or more during any single twenty-four (24) hour period. The rebate shall apply to the initial four (4) hours and all additional hours, or portions thereof, during which the Commonwealth is denied access to the Service.

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

25. TERMINATION AND CANCELLATION

The Commonwealth shall have the unilateral right to terminate this Contract for Default, in the event that any one or more of the following events of default occur or continue during the term of this Agreement, (a) the vendor shall fail to deliver the Services required by this Contract or (b) the vendor shall repeatedly fail to respond to requests for maintenance or other Services within the time limits set forth in the Contract or (c) the vendor shall breach any of the other terms set forth within this Agreement or (d) the vendor shall fail to cure any breach after receiving a "Show Cause Notice" identifying the failure, and providing the vendor ten (10) days to cure the failure/ nonperformance. If the vendor fails to answer the cure notice, or does not correct the deficiencies noted, the State may immediately terminate the Agreement for Default.

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

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

26. FAILURE TO DELIVER

In the event the Contractor fails for any reason to deliver in a timely manner or according to Contract terms the Services set forth in the Schedule, Commonwealth may, in its own discretion,

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

27. DISPUTES

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

A Contractor may not institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that Agency fails to render such decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under *Section 11-70*, *Code of Virginia* or Administrative Appeals Procedure *Section 11-71*, *Code of Virginia*.

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

28. INVOICES

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

1 Type and description of the Service;

2. Charge for each item;

3. This Contract Number/TSO Number, and;

4. Contractor's Federal Identification Number (FIN);

29. PROMPT PAYMENT

Payment shall be due within thirty (30) days after: (1) acceptance of each months Services, (2) receipt of a correct invoice for such payment, and (3) when applicable, receipt of the payment instruction form referenced in the paragraph entitled ("Assignments"), whichever is latest. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. Any amounts due the Commonwealth under the terms of this Contract may be applied against Contractor's invoices with appropriate information attached.

In accordance with the *Virginia Public Procurement Act*, all proper charges for which payment is more than seven (7) days overdue shall accrue interest as provided in *Sections 11-62.1* through *11-62.9* of the *Code of Virginia*. The rate of interest shall be determined in accordance with *Section 11-62.5* of the *Code of Virginia*. In no event shall any interest penalty accrue, however, when payment is delayed because of a disagreement between the Commonwealth and the Contractor regarding the quantity, quality or time of delivery of any Product or Service or the accuracy or correctness of any invoice. The Contractor shall notify the Controller of the Department of Information Technology of all invoices that are in excess of thirty (30) days old.

30. PAYMENTS TO SUBCONTRACTORS

In accordance with *Section 11-62.11* of the *Code of Virginia*, within seven days after receipt of amounts paid to the Contractor by the Commonwealth for work performed by a subcontractor, the Contractor shall:

a. Pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor, or

b. Notify the agency and subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Commonwealth for work performed by the subcontractor, except for amounts withheld as allowed in (b) above. The Contractor shall provide its federal employer identification number (or social security number, if Contractor is an individual) to the Commonwealth as required by *Section 11-62.11 (2)* of the *Code of Virginia*. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent per month. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. Nothing in this paragraph shall be construed as creating any obligation on the part of the Commonwealth or as authorizing any additional charge to the Commonwealth.

31. THIRD PARTY BILLING

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

32. CREDITS

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

33. PRIORITY OF SERVICE (DELIVERY)

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

34. TERMINATION FOR CONVENIENCE

The Department of Information Technology (DIT), may at its sole option and discretion, cancel all or any portion of the Services set forth in this Contract or individual order placed under this Contract at any time such action is deemed to be in the best interest of the Commonwealth of Virginia.

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

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

The Commonwealth makes no assurances that any service purchased under this Contract will remain in service for any minimum amount of time.

35. ORDERING OFFICER(S)

The Contracts Manager, Acquisition Services Division, DIT, appoints the following authorized Primary and Alternate Ordering Officers. The Ordering Officer(s) authority is limited to ordering the Services as identified herein, by written TSO(s) which reference this Contract, and does not include the ability to add any additional Services not set forth herein or to change or modify any prices, terms and or conditions agreed upon by the parties hereto. All changes to this Contract must be incorporated in a formal modification to this Contract by the parties identified in paragraph 13 of this Contract.

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

ALTERNATE ORDERING OFFICER

Mr. Phil Johnson
Dept. of Information Technology
110 South 7th Street
Richmond, VA 23219
Phone (804) 371-8537

PRIMARY ORDERING OFFICER

Mr. Donald Spangler
Dept. of Information Technology
110 South 7th Street
Richmond, VA 23219
Phone (804) 371-8538

36. INSURANCE

By signing and submitting a bid under this solicitation, the bidder certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 11-46.3 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:

1. Worker's Compensation – Statutory requirements and benefits; require that the Commonwealth of Virginia be added as an additional named insured on Contractor's policy.

2. Employers Liability - $100,000.

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

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

37. 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 forgoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

"Drug-free workplace" means a site for the performance of work done in connection with this Contract, wherein the Contractor's employees 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.

38. 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.

39. QUALIFICATIONS OF BIDDERS

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

40. 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 Services purchased or acquired by the Commonwealth of Virginia under said Contract.

41. UNIVERSAL SERVICE FUND PARTICIPATION BY CONTRACTOR

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

The Contractor warrants that it is qualified under applicable Federal Communications Commission and Virginig State Corporation Commission rules to apply for and receive Universal Service Fund allocations/disbursements for Services provided pursuant to this Contract to agencies and entities and users which are eligible for those allocations/disbursements on behalf, and for the benefit, of

those agencies and institutions. The Contractor also agrees to maintain those qualifications, and to assist agencies and entities in applying for and receiving these allocations/disbursements.