MODIFICATION #5
TO
CONTRACT NUMBER VA-990818-GTE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON SOUTH, INC., formerly
GTE SOUTH, INC.

02 JUL 33 PM 2:30

This MODIFICATION #5 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and Verizon South Inc., hereinafter referred to as "Contractor" relating to the modification of Contract VA-990818-GTE, as amended. This Modification #5 is hereby incorporated into and made an integral part of Contract VA-990818-GTE.

The purpose of this Modification #5 is to document both parties' agreement concerning Contract renewal.

Reference: Page 3, Paragraph 4, and Page C-5, Paragraph 15 entitled "Term":

Both above referenced parties do hereby agree to extend the term of Contract VA-990818-GTE as specified in the above reference, from August 18, 2002 through August 17, 2003.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-990818-GTE 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.

VERIZON SOUTH, INCORPORATED	COMMONWEALTH OF VIRGINIA
BY: Thomas J. Kusiak	BY:
NAME: Thomas J. Kusiak	NAME: Robert E. Gleason
TITLE: Regional Sales Manager	TITLE: Contracts Engineer
DATE: 7/25/02	DATE: June 18, 2002

MODIFICATION #5
TO
CONTRACT NUMBER VA-990818-GTE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON SOUTH, INC., formerly
GTE SOUTH, INC.

This MODIFICATION #5 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and Verizon South Inc., hereinafter referred to as "Contractor" relating to the modification of Contract VA-990818-GTE, as amended. This Modification #5 is hereby incorporated into and made an integral part of Contract VA-990818-GTE.

The purpose of this Modification #5 is to document both parties' agreement concerning Contract renewal.

Reference: Page 3, Paragraph 4, and Page C-5, Paragraph 15 entitled "Term":

Both above referenced parties do hereby agree to extend the term of Contract VA-990818-GTE as specified in the above reference, from August 18, 2002 through August 17, 2003.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-990818-GTE 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.

VERIZON SOUTH, INCORPORATED	COMMONWEALTH OF VIRGINIA
BY:_____	BY:
NAME:_____	NAME: Robert E. Gleason
TITLE:_____	TITLE: Contracts Engineer
DATE:_____	DATE: June 18, 2002

MODIFICATION #4
TO
CONTRACT NUMBER VA-990818-GTE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON SOUTH, INC., formerly
GTE SOUTH, INC.

01 AUG -2 AM 11:50

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 Verizon South Inc., (F.E.I.N. 560656680), hereinafter referred to as "Contractor" relating to the modification of Contract VA-990818-GTE, as amended. This Modification #4 is hereby incorporated into and made an integral part of Contract VA-990818-GTE.

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

Reference: Page 3, Paragraph 4, and Page C-5, Paragraph 15 entitled "Term":

Both above referenced parties do hereby agree to extend the term of Contract VA-990818-GTE as specified in the above reference, from August 18, 2001 through August 17, 2002.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-990818-GTE 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.

VERIZON SOUTH, INCORPORATED	COMMONWEALTH OF VIRGINIA
BY: Thomas J. Kusiak	BY: [signature]
NAME: Thomas J. Kusiak	NAME: Robert E. Gleason
TITLE: Regional Sales Manager	TITLE: Contracts Engineer
DATE: 8/2/01	DATE: July 2, 2001

MODIFICATION #3
TO
CONTRACT NUMBER VA-990818-GTE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
VERIZON SOUTH, INC.
(FORMERLY KNOWN AS GTE SOUTH, INC.)

01 APR 16 AM 9:59

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 Verizon South, Inc. formerly known as GTE South, Inc., hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #3 is hereby incorporated into and made an integral part of Contract VA-990818-GTE, as modified.

The purpose of this Modification #3 is to add an applicable federal regulated charge to the Contract.

Reference: Page 3, Paragraph 13. A and Page C-4, Paragraph 10:

Both above referenced parties hereby agree to the addition of the following monthly recurring charge to the Contract:

	Description	Price	Qty	Total
1.	Add Federal Universal Service Fund (FUSF)	$0.04	20	$0.80

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-990818-GTE 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.

VERIZON SOUTH INC. 991
~~GTE SOUTH, INC.~~

BY: Russell P. Kesler
RUSSELL P. KESLER

NAME:

TITLE: GENERAL MANAGER-BRANCH OPERATIONS

DATE: 4-11-01

COMMONWEALTH OF VIRGINIA

BY: Joe A Parr

NAME: Joe A. Parr

TITLE: Contracts Engineer

DATE: April 2, 2001

MODIFICATION #2
TO
CONTRACT NUMBER VA-990818-GTE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GTE SOUTH, INC.

This MODIFICATION #2 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "DIT" (Department of Information Technology), and GTE South, Inc., hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #2 is hereby incorporated into and made an integral part of Contract VA-990818-GTE.

The purpose of this Modification #2 is to add an applicable federal regulated charge to the Contract and to reduce the price of the "B" Channel rate.

Reference: Page 3, Paragraph 13. A and Page C-4, Paragraph 10:

Both above referenced parties hereby agree to the following additions and/or reductions in price to the Contract:

	Description	Price	Qty	Total
1.	Add ISDN BRI Interstate Access Charge	$7.00	4	$28.00
2.	"8" B Channels (Reduce price from $9.00 to $3.00 each)	$3.00	8	$24.00

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-990818-GTE 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.

GTE SOUTH, INC.

BY: Glenn O. Newcomb

NAME: Glenn O. Newcomb

TITLE: Region Sales Manager

DATE: July 29, 2000

APPROVED
CONTRACTS ADMINISTRATION
J. Stancil
7-25-00

COMMONWEALTH OF VIRGINIA

BY: Joe A. Parr

NAME: Joe A. Parr

TITLE: Contracts Engineer

DATE: July 19, 2000

MODIFICATION #1
TO
CONTRACT NUMBER VA-990818-GTE
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
GTE SOUTH, INC.

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 GTE South, Inc., hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-990818-GTE.

1. **Reference:** Page 3, Paragraph 4 and Page C-5, Paragraph 15:

   Both above referenced parties hereby agree to extend the term of Contract VA-990818-GTE as specified in the above reference, from August 18, 2000 through August 17, 2001.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-990818-GTE 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.

GTE SOUTH, INC.	COMMONWEALTH OF VIRGINIA
BY: Russell P. Kesler	BY: Joe A. Parr
NAME: RUSSELL P. KESLER	NAME: Joe A. Parr
TITLE: GENERAL MANAGER-BRANCH OPERATIONS	TITLE: Contracts Engineer
DATE: 7-14-00	DATE: June 16, 2000

APPROVED
CONTRACTS ADMINISTRATION
J Stanail
7-14-00

COMMONWEALTH OF VIRGINIA

SOLICITATION, OFFER AND AWARD
VA-990818-GTE DATA PROCESSING / TELECOMMUNICATIONS

FIN: 560656680

1. Contract No:	2. IFB No:	3. Date Issued:	Date Due:	4. APR	5. Approval No:
~~56-0656680~~	99-031R	Jul 1, 1999	Jul 8, 1999	94	A101

For Information Call: Douglas Wilson (804) 371-5937

6. ISSUING OFFICE:	7. SHIP TO:
Department of Information Technology Acquisition Services Division 110 S. 7th Street, Lobby Floor Richmond, Va. 23219 ATTN: Bid Section	Locations Within the Town of Warsaw, Virignia Specified by the the Department of Information Technology (DIT) on an Official DIT Telecommunications Service Order

SOLICITATION

8. Sealed bid(s) for furnishing the equipment, software or services set forth in the schedule, will be returned to the Issuing Office identified in block 6 above. Please provide an original and 0 copies. If hand carried, deliver to the ASD receptionist located on the Lobby Floor of the address listed in Block 6. Bids must be received prior to 2:00 p.m. local time Jul 8, 1999.

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

This is an advertised solicitation which consists of (1) the schedule of equipment, software and services, pages 2 thru 11; (2) the solicitation instructions pages S-1 thru S-3; (3) The Contract Terms and Conditions page C-1 thru C-12; and (4) other provisions, representations, certifications or specifications as are attached or incorporated herein by reference.

Offers will be publicly opened at: 2:10 p.m. local time Jul 8, 1999, 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.

Larry F. Schucht, Director
Acquisition Services

Larry F. Schucht
Signature

OFFER

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

9. CONTRACTOR:	10: BILL TO:
Company Name: GTE South Address: 8149 Walnut Grove Rd. City, State: Mechanicsville, Virginia 23111 Signature: Joe Menendez Name (Typed): Joe Menendez Title: Account Manager Phone: (804) 779-4381	Department of Information Tech Accounts Payable 110 South 7th Street 3rd Floor Richmond VA 23219

AWARD

11. Accepted as to Item Numbers:	12. Amount:	13. Award Date:
ALL	$9152.22	8/18/99

14. Name of Contracting Officer:	15. COMMONWEALTH OF VIRGINIA	PAGES:
Jeff Davis Contracts Manager	By: Jeff Davis	1 of 11

FORM 62 Rev. 01/15/92

DIT-62A	SCHEDULE	IFB NO.	Page:
01/15/91		99-031R	2 of 11

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

ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE
	The Commonwealth desires to purchase the following items:				
1.	Analog Centrex Lines (Monthly Rate)	26	mo.	$2.00	$52.00
2.	Digital Centrex Line (Monthly Rate)	4	mo.	$2.00	$8.00
3.	Voice Mailboxes (Monthly Rate)	3	mo.	$10.95	$32.85
4.	Centrex Trunks (Monthly Rate)	4	mo.	$17.85	$71.40
5.	Additional Miscellaneous Monthly Charges, (See Note #13A for Price Quote Requirements)	1	lot	—	$677.59
	SUBTOTAL - Monthly Recurring Costs (Items #1-#5)				$841.84
	SUBTOTAL - Annual Recurring Costs = (12 X SUBTOTAL - Monthly Recurring Costs)				$10,102.08
6.	Price to Install Analog Centrex Lines	26	ea.	$20.00	$520.00
7.	Price to Install Digital Centrex Lines	4	ea.	$20.00	$80.00
8.	Price to Install Voice Mailboxes	3	ea.	$2.50	$7.50
9.	Price to Install Centrex Trunks	4	ea.	0	0
10.	Price per Centrex Line and/or Trunk to Change "PIC" NOTE: Bidders must indicate whether charge applies to Centrex Lines, Trunks, or Both, and include the applicable quantity in the "QTY" column.			$5.00	$150.00
11.	Additional Miscellaneous Nonrecurring Charges (See Note #13B for Price Quote Requirements)	1	lot	—	$40.00
	SUBTOTAL - Installation Costs (Items #6-#11)				$797.50
	TOTAL =(SUBTOTAL - Annual Recurring Cost + SUBTOTAL -Installation Cost)				$10,899.58
	In the space provided, please indicate whether the State will be allowed to choose its Intra-LATA carrier. Yes Yes ! NO				

IFB No. 99-031R
Data Processing/Telecommunications ISDN BRI/CENTRANET Services
Warsaw, Virginia/ VEC Office

Description	Qty	Unit	Extended
MISc. Charges/Monthly Recurring:			
Main Station Count	22	$ 11.55	$ 254.10
Digital Centrex Count	4	$ 21.00	$ 84.00
"8" B Channels	8	$ 9.00	$ 72.00
Port Charge ISDN	4	$ 3.00	$ 12.00
CALĆ	4	$ 9.20	$ 36.80
Number Portability	34	$ .38	$ 12.92
Virginia Relay Tax	4	$ .16	$ .64
E911 Fee	30	$ 1.95	$ 58.50
Federal Excise Tax at 3% (local/toll)	3%		$ 20.00 estimated
Local Tax	20%		$ 124.63 estimated
Public Right of Way Use Fee	4	$ .50	$ 2.00

NON-RECURRING CHARGES

NARS (Initial Installation)		$ 0.00	$ 0.00
Any Request for NARS after installation will be billed at $ 20.00 per NAR.			
Service Order Charge	2	$ 20.00	$ 40.00

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

NOTES:

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 Warsaw, 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. 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 extension 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 one (1) year. 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 its 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 Warsaw, 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 award date. Vendors may call (804) 371-5900 to request a registration form. The registration form may also be obtained via the Internet at http://pcd2.state.va.us.

8. 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 this bid was mailed to you 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 SUPPLY THIS NUMBER MAY RESULT IN OUR INABILITY TO VERIFY YOUR REGISTRATION AND YOUR BID BEING RULED NON-RESPONSIVE.

9. 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 Employment Commission
14243 History Land Highway
Warsaw, Virginia 22572

Department of Rehabilitative Services
475 Main Street
Warsaw, Virginia 22572

The Contractor shall install and make the initially required Centrex and Voice Mail services fully operational within thirty (30) calendar after receipt of a properly executed Telecommunications Service Order from DIT.

NOTE: See Note #18 for a detailed list of the features required to be available at the above locations, and "Attachment A" for a sample copy of the state's Telecommunications Service Order form.

10. Required Service Delivery Intervals - Additional Service

Once the initial service has been installed by the Contractor and accepted by the Commonwealth at the locations 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.

(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.

11. 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 Douglas L. Wilson. The written questions may be submitted by facsimile transmission to (804) 371-5969.

12. Site Visits

A. Bidders are encouraged to visit the sites to become familiar with the requirements of the installations. Bidders may arrange to visit the Virginia Employment Commission by contacting Rick Harper at (804)333-3675. To visit the Department of Rehabilitative Services, Bidders may contact Bonnie Rounds at (804)333-4386.

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

13. Mandatory Bid Response Requirements

A. In the space 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.

B. In the space on 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 nonrecurring 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."

14. The Contractor shall deliver and maintain the service in accordance with the Contractor's applicable tariffs filed with and approved by the Virginia State Corporation Commission. In the absence of such tariffs, the following conditions shall apply:

    A. The local exchange 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 days per week, including weekends and holidays. The cost of the warranty shall be included in the monthly cost for the service. Bidders shall provide the name, address, and toll-free telephone number of the Bidder's warranty service organization on page 11 of this solicitation.

    B. The Contractor shall respond to reports of interruptions of the normal operation of the local exchange services 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.

15. 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.

16. 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.

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 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.

18. Mandatory Technical Requirements

A. The Contractor shall provide both analog and digital Centrex-type service. The analog service shall be configured for use with telephone industry standard 2500-type telephone sets. The digital lines 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 combinations thereof. The analog and digital Centrex lines shall be configured for DTMF and loop start signaling.

B. At minimum, the following features shall be available for use with each analog and digital Centrex line at the applicable monthly Centrex line rate quoted on the Price Schedule:

- Direct inward dialing (DID)
- Direct outward dialing (DOD)
- At minimum four (4) digit station-to-station calling (intercom)
- 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 tables
- Call hold
- Call transfer all calls (internal and external)
- Consultation hold
- Three-way calling (conference)
- Call forwarding-busy and no-answer (within the system)
- Call forwarding-variable (inside and outside system)
- Call pick-up (group and directed)
- Unlimited calling to local calling area with no additional charges above the monthly analog or ISDN service rate quoted on the Price Schedule

C. The service shall be installed with the capability of any available unrestricted analog or digital Centrex line to directly receive calls from and make calls to the public switched telephone network (PSTN) at anytime PSTN access facilities are available.

D. The service shall be installed and maintained with a trunk to line ratio of a minimum of one trunk for each eight (8) Centrex lines in service.

E. Integrated Voice Mail Service shall be provided, and shall be available for use with both the analog and digital Centrex lines. Each voice mailbox shall be configured to provide a minimum of fifteen (15) minutes of storage for recorded voice messages and greetings. 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 visual message waiting indicators of

system-compatible analog and ISDN telephone sets. The visual signals shall be activated when messages have been received in the voice mailboxes associated with the Centrex lines to which the telephones are connected. The voice mail system shall also be capable of generating an audible message waiting indication (stutter dial tone) to signal that a message has been left in the voice mailbox assigned to a Centrex line connected to a telephone that is not equipped with visual message waiting indication. The message waiting indicators (visual and audible) shall be automatically deactivated when the messages in the voice mail boxes have been reviewed and properly processed. The voice mail system shall provide callers the option to dial a single digit (preferably "0") to automatically transfer their calls to a pre-assigned "live operator", upon accessing a voice mailbox. System users shall be capable of designating any line within the Centrex as the line to which "operator revert" calls are transferred.

F. MCI is the Commonwealth's current preferred inter-exchange carrier (PIC). To be responsive, the Bidders' facilities must provide "Equal Access" to all inter-exchange carriers (IXCs) to allow the Commonwealth to route all of its outgoing interLATA and interstate long distance calls to MCI, or any other IXC that the state may select to use in the future. In the space provided on the Price Schedule, Bidders shall quote the firm fixed price the state will be charged to change its PIC designation from MCI to another IXC at any time during the term of the contract or its renewal periods.

G. Bidders shall state in the space provided on the Price Schedule whether the Centrex service bid will allow the Commonwealth to select its PIC as the carrier for 1+NPA-NXX-XXXX dialed intraLATA toll traffic.

H. On a separate sheet(s) attached to the bid, each Bidder shall provide a 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.

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

20. Upon execution of the contract, DIT will place an order with the Contractor for the delivery and installation of twenty-five (25) analog Centrex lines at the Virginia Employment Commission location. One (1) analog line, four (4) ISDN lines, and voice mail service for three (3) lines shall be initially installed at the Department of Rehabilitative Services location.

21. A. Concurrent with the issuance of this IFB, DIT is developing a long-term strategy for procuring local exchange telephone services throughout the Commonwealth. This effort could result in contracts being awarded for the provision LEC services in large distinct geographical regions of the state. Therefore, by submitting a bid, each Bidder agrees that if it is the vendor awarded the contract resulting from this solicitation, and is

also the recipient of a contract to provide the same or substantially similar services on a statewide basis or in a region encompassing the location specified herein, the Commonwealth shall have the option to cancel this agreement and have the services provided under the new contract.

B. Bidders further agree that should the Commonwealth convert the services specified herein to a statewide or regional contract, the state will not be obligated for early termination of the original contact, nor will the state be responsible for any installation or conversion charges to acquire services under the replacement contract.

22. Mandatory Installation Requirements

A. The Contractor shall terminate the Centrex lines 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 each facility's building main telecommunications equipment room. 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 telcommunications 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 service at the location specified on the Telecommunications Service Order issued by DIT.

23. 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 functioning Centrex service and telephone equipment provided by the agency. It is the responsibility of the Contractor to become familiar with the operation of the agency's telephone equipment and the

manner in which the service and equipment have been configured to operate together. The provision of the training shall be coordinated directly with the user agency.

B. Training shall be provided on-site during the same week as but prior to cutover of the service.

C. A refresher training class shall be held not more than fourteen (14) days after cutover at a time coordinated with the user. The training class will serve as a make-up session for users who missed the initial sessions. The trainer shall also be available to address user questions that may have arisen after the installation of the service.

D. The Contractor's training personnel shall have had previous training experience, general knowledge of the services bid, and detailed knowledge of the specific design and configuration of the services installed.

E. 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.

24. Service Order 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 endorsed by an "Ordering Officer" appointed by DIT's Contracts Manager. The Ordering Officers appointed by DIT's Contracts Manager are identified in the paragraph of the "Contractual Terms and Conditions" section of this solicitation entitled, "Ordering Officers". A properly endorsed TSO issued by DIT will serve as the only official document for ordering services from the contract, and will cite the contract as its ordering authority.

B. The TSO will clearly identify the services desired, requested service installation date, point of contact at the site that is familiar with the installation requirements, and other information necessary to accurately deliver the requested services.

C. Changes, additions and/or deletions to the services requested on the TSO will not be permitted unless approved in advance by an Ordering Officer.

D. Upon processing a properly issued TSO, the Contractor must provide DIT written confirmation that the service requested will be delivered as ordered, or amended with approval from an Ordering Officer. The written confirmation must include the Contractor's service order number, the newly assigned telephone number (if applicable), service installation date, and the name telephone number of the Contractor's representative responsible for processing the TSO.

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

NOTE: A copy of a DIT Telecommunications Service Order is provided in "Attachment A".

25. Mandatory Billing and Invoicing Requirements

A. Each month, the Contractor must deliver to DIT one (1) consolidated bill for all goods and services purchased from the contract during the prior billing period.

B. Each monthly bill shall include both monthly recurring charges and nonrecurring charges for one-time installation costs, partial month's service charges, etc. The nonrecurring charges are often referred to as "Other Charges and Credits (OC&Cs)". The bill shall specifically delineate State and federally mandated charges and fees, such as Virginia Relay Service, Universal Service Fund, Federal Access Fees, etc.

C. Failure to submit adequate billing details will result in non-payment of the invoice.

D. Vendor bills must include the Contractor's federal identification number (FIN).

E. Vendor bills must be submitted within ninety (90) days after the services are delivered. Charges older than ninety (90) days will not be paid.

F. Vendor bills will be paid in accordance with the Commonwealth's "Prompt Payment Act", which requires payment within thirty (30) days of receipt of goods and services or a proper invoice, whichever is later.

26. Acceptance Criteria

A. Delivery and installation of all required services have been completed as ordered.

B. The Contractor certifies that the service has operated, without interruption, for a minimum of seventy-two (72) consecutive hours.

C. Initial user training has been completed and all required documentation has been delivered.

In the space below, Bidders shall provide the name, address, and telephone number of the warranty service organization:

GTE South
3632 North Roxboro Rd.
Durham, N.C.
277

Phone (800) 483-6000
Billing Office
Repair (800) 726-4832

SOLICITATION INSTRUCTIONS
REV. 03/04/99

1. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding this solicitation/invitation for bid must be requested in writing and with sufficient time allowed for a reply to reach the vendor before the submission of their bids. PRIOR TO SUBMISSION OF A BID, VENDORS ARE CAUTIONED TO READ THESE INSTRUCTIONS, REVIEW THE SCHEDULE, AND READ ALL TERMS AND CONDITIONS. THIS SOLICITATION IS SUBJECT TO THE PROVISIONS OF THE COMMONWEALTH OF VIRGINIA VENDOR'S MANUAL WHICH WAS REVISED IN 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

This solicitation/invitation for bid contains terms and conditions which shall govern the duties and responsibilities of both parties to any agreement which may be executed as a result of this solicitation/invitation for bid.

The terms and conditions contained herein are considered mandatory. NOTWITHSTANDING PARAGRAPH 5.4 OF THE Vendor's Manual, ANY MODIFICATION, ADDITION, CLARIFICATION, OR CHANGE TO THIS SOLICITATION BY THE BIDDER 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

Ten days prior to actual award of the contract, DIT will issue a NOTICE OF INTENT TO AWARD or NOTICE OF AWARD to the successful bidder as discussed in paragraph 8 above.

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.

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 Manager, DIT.

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

17. DRUG FREE WORKPLACE

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

a. Unlawful or unauthorized manufacture, distribution dispensing, possession or use of alcohol or other drugs at the workplace.

b. Impairment or incapacitation in the workplace for the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

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

18. TRADE SECRETS OR PROPRIETARY INFORMATION

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

CONTRACTUAL TERMS AND CONDITIONS
INVITATION FOR BID (IFB) #99-031R
GENERAL PROVISIONS

1. SCOPE OF CONTRACT

The following paragraphs contain the Contractual terms and conditions by which the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State", or "DIT" (the Department of Information Technology) will acquire Centrex-type local exchange telephone services, hereinafter referred to as the "Services" for authorized users located within the official geographical boundaries of the town of Warsaw, Virginia. These Services will be provided through DIT, by 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.

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. Initial Services identified in the Schedule shall be available to the Commonwealth within thirty (30) calendar days from receipt of Telecommunications Services Order issued by DIT, subsequent to the execution of the Contract (IFB #99-031R). All other Services shall commence as per each individual Telecommunications Service Order. The commencement of all Services shall include the installation of all cabling required to make the Services described herein fully functional.

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

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

d. Subsequent to Contract award, DIT will issue a Telecommunications Service Order, as defined below and in Note #9 of the Schedule, for the delivery and installation of the Services initially required.

4. TELECOMMUNICATIONS SERVICE ORDER (TSO)

During the term of this Agreement, the Commonwealth may issue written Telecommunications Services Orders (TSOs) to the Contractor for the initial installation and to purchase additional 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.

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

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 (as computed by this Contract and each TSO issued by DIT). This obligation is in addition to the obligations cited in the first four subparagraphs of paragraph 7. above.

8. NON-APPROPRIATION

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

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 the Department of Information Technology's (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 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, attachment 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 DIT for Services acquired under this Contract unless signed by the Contracts Manager, DIT, or his alternate as designated by the Director, DIT.

13. MODIFICATIONS

This Contract maybe modified in accordance with Section 11-55 of the Code of Virginia. Such modifications may only be made by the representatives noted below. No modifications to this Contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. For purposes of the Contract, the only authorized representative for the Commonwealth shall be the individual identified in block #14 of this solicitation or his duly designated alternate, and for the Contractor the person identified in block #9 of the solicitation.

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

14. PRICE PROTECTION/ADJUSTMENTS

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

15. TERM

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

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 invoices or correspondence directly relating to this agreement.

19. LIABILITY

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

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

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 in accordance with the notes delineated in the schedule, and any which do not meet or exceed the specifications or other requirements of the Contract may be rejected. The State shall be given seventy-two (72) consecutive hours from the completion of installation by the Contractor to test, evaluate and accept the Services delivered or furnished under this Contract (provided that the using agency, in its sole discretion, may accept the same prior to expiration of the seventy-two (72) hour period). If the Contractors 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 Contractor. 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 for Services delivered, 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. 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 Contract, (a) the Contractor shall fail to deliver the Services required by this Contract or (b) the Contractor shall repeatedly fail to respond to requests for maintenance or other services within the time limits set forth in the Contract or (c) the Contractor shall breach any of the other terms set forth within this Contract or (d) the Contractor shall fail to cure any breach after receiving a "Show Cause Notice" identifying the failure, and providing the Contractor ten (10) days to cure the failure/nonperformance. If the Contractor fails to answer the cure notice, or does not correct the deficiencies noted, the State may immediately terminate the Contract 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 Contract.

23. 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 Commonwealth may have under this Contract and the laws of the Commonwealth of Virginia.

24. DISPUTES

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

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

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

25. INVOICES

All invoices shall be rendered (in accordance with Note #26 of the schedule) 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. Invoices shall provide at a minimum:

1 Type and description of the Service;

2. Charge for each item;

3. This Contract Number, and;

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

26. 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, DIT of all invoices that are in excess of thirty (30) days old.

27. 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.

28. THIRD PARTY BILLING

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

29. CREDITS

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

30. PRIORITY OF SERVICE (DELIVERY)

The Commonwealth of Virginia requires that Contractor provide delivery equal to or better than that provided its commercial and retail customers. Contractors who fail to comply with this provision are advised that such action shall be considered grounds for termination of this 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.

31. 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 at any time such action is deemed to be in the best interest of the Commonwealth of Virginia.

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

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

32. ORDERING OFFICER(S)

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

33. YEAR 2000 COMPLIANT (AND ENABLEMENT) WARRANTY

The Contractor warrants that all software, firmware and hardware product(s) delivered to the Commonwealth of Virginia under this Agreement, and which is used in accordance with the product documentation provided by the Contractor, shall be 4-digit Year 2000 compliant (or approved enabled). All products shall accurately process all date-change data from start to finish, including but not limited to, twentieth, twenty-first centuries and leap year calculations.

Any product provided under this Agreement discovered not to be compliant after acceptance shall be corrected by the Contractor at no additional cost to the Commonwealth. Failure to correct the deficiency shall subject the Contractor to default action.

The Contractor shall not be responsible for correcting any product(s) (e.g. hardware, software, firmware) which were not provided under this Agreement or for correcting any previously owned Commonwealth product(s); however, if this solicitation/contract identifies any product or sources of data to be used in combination with the product(s) delivered under the resulting Agreement, the Contractor shall be responsible for providing all necessary interface(s) or other appropriate means for assuring that date data output from such other product(s) or source(s) is automatically corrected before being processed by the product(s) or system provided with this Agreement.

In addition, Contractor agrees that it shall not, by the use of authorization keys or other such devices restrict the Commonwealth at anytime from testing Contractor's software products including without limitation tests conducted by resetting the computer system clock to future dates in the twentieth and twenty-first century.

Attachment A
IFB 99-031R

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

TELECOMMUNICATIONS SERVICE ORDER

DIT ORDER NO: 808003-786-C&P PROJECT: SAMPLE
ACCOUNT NO. : 8047860000871 REQUESTED DUE DATE: 98-08-15
DIT CONTACT : SUSAN STANLEY
TELEPHONE : 804/344-5687 SCATS: 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 SCATS:

* *

VENDOR : CHESAPEAKE AND POTOMAC TELEPHONE COMPANY
ADDRESS : 600 EAST MAIN STREET
CITY : RICHMOND
STATE : VA ZIP: 23219

REMARKS TO VENDOR:

SERVICE REP: _____

TELEPHONE: _____ DUE DATE: _____

S.O. NOS: _____ _____ _____ _____

REMARKS FROM VENDOR:

_____
_____
_____
_____

* *

SERVICE ORDER GENERAL DESCRIPTION: DESCRIPTION PAGE 1 OF 1

THIS IS A SAMPLE REQUEST.

COMMONWEALTH of VIRGINIA
Department of Information Technology
110 SOUTH SEVENTH STREET
RICHMOND, VIRGINIA 23219
(804) 371-5000

Michael E. Thomas
Deputy Secretary of Technology / Agency Director

TDD VIOCE - TEL. NO.
371-8076

August 18, 1999

Mr. Joe Menendez
GTE South, Inc.
8149 Walnut Grove Road
Mechanicsville, VA 23111

RE: IFB #99-031R, CONTRACT #VA-990818-GTE

Dear Mr. Menendez:

Please accept this letter as your official notice of award for the Centrex-type Services solicited under the above referenced IFB by the Department of Information Technology (DIT). A copy of the fully executed contract (indicating the services awarded in Block #11, page 1, DIT Form 62) is enclosed with this notice. Please reference your contract number in all future correspondence /invoices concerning this agreement.

Please be advised that this agreement is effective August 18, 1999, and should be considered a "Master Contract" for the Centrex-type Services at the specified locations, awarded your firm. Beginning on that date and continuing through the initial annual period and any additional extensions thereto by the Commonwealth, your firm may receive individual Telecommunication Services Orders (TSOs) hereinafter referred to as "TSOs", from this agency on behalf of other State Agencies, Institutions of Higher Education and other Public Bodies. All TSOs will cite the contract number referenced above as the ordering authority for any Centrex-type Services ordered. Delivery of the Services and payment will be made directly between your firm and the Department of Information Technology (DIT). At the sole option of DIT, this agreement may be extended for three (3) additional one-year terms.

The Services awarded under this contract are published as "authorized Centrex-type Services" by DIT and any substitution and/or change to the individual Services contained in this contract, without the express written approval of the Director, Acquisition Services, may be grounds for termination of this agreement and debarment of your firm for a period of twelve months. In addition, Virginia State Agencies, Institutions of Higher Education or other Public Bodies are not authorized to use their delegated procurement authority to request any changes, modifications or upgrades to the Services

GTE Network Services

8149 Walnut Grove Road
P.O. Box 900
Mechanicsville, VA 23111
(804)779-4381

99 AUG 13 AM 9:47

August 12, 1999

Mr. Jeff Davis
Department of Information Technology
110 South 7th. Street, Lobby Floor
Richmond, Virginia 23219

RE: IFB 99-031R

Dear Mr. Davis:

GTE will take this opportunity to declare to the Commonwealth that our response to the above reference IFB should be considered without any references to external tariffs or other information that GTE inadvertently attached to its response to the above referenced IFB. GTE intends to provide the Service requested at the pricing submitted on page 2 of 11, under the terms and conditions as set forth in the said IFB.

GTE submitted and attached other documents to its response for the benefit of acknowledging maintenance as requested in paragraph 14 on page 6 of 11. GTE attached the pricing pages of its tariff in error; it was GTE's intent to provide those pages of its tariff that identified the maintenance requested in that section.

GTE respectfully rescinds all information that was originally attached to its response. Should the Commonwealth require that portion of GTE's tariff identifying maintenance characteristics, then GTE will provide that additional information when required.

Sincerely,

Joe Menendez
Account Manager

Cc: G. Newcomb

contained in this agreement. Violation of this provision will subject your firm to the sanctions listed above.

Any questions concerning the terms of this agreement should be addressed as follows:

Department of Information Technology
ATTN: Contracts Manager
Richmond Plaza Building, Lobby Floor
110 South 7th Street
Richmond, VA 23219

We look forward to your firm's continued participation in meeting the telecommunication requirements of the Commonwealth of Virginia.

Sincerely,

Jeff Davis
Contracts Manager

Enclosure

PRICE SCHEDULE SUPPLEMENT FOR THE GTE RESPONSE TO IFB # 99-031R

Item#	Description	Qty	Unit Price	Extended Price
			Monthly Service Charges	
1	Analog Centrex Lines	26	$ 2.00	$ 52.00
2	Main Centrex Lines	22	$ 11.55	$ 254.10
	(Subtotal Analog Lines)			$ 306.10
3	Voicemail Boxes	3	$ 10.95	$ 32.85
4	ISDN Lines	4	$ 21.00	$ 84.00
5	ISDN Feature Package (Analog Telephone)	4	$ 2.00	$ 8.00
6	Secondary Directory #	4	$ .40	$ 1.60
7	ISDN Port Charge	4	$ 3.00	$ 12.00
8	"8" B Channels Charge	8	$ 9.00	$ 72.00
	(Subtotal ISDN Lines)			$ 177.60
9	Centrex Trunk (NARS)	4	$ 17.85	$ 71.40
	(Subtotal Monthly Services Charge)			$ 587.95
	MISCELLANEOUS MONTHLY CHARGES			
10	Analog /Digital FSLC (Based upon ISDN being part of Centrex Customer group)	4	$ 9.20	$ 36.80
11	Number Portability	34	$ .38	$ 12.92
12	Virginia Relay Tax	4	$ .16	$ .64
13	E911 Fee	30	$ 1.95	$ 58.50
14	Public Right of Way Use Fee	4	$ ~~.50~~ DSW	$ ~~2.00~~ DSW * 108.86
	(Subtotal)			$ ~~110.86~~
	(SUBTOTAL MONTHLY CHARGES) =			$ ~~698.81~~ 7696.81
	(SUBTOTAL ANNUAL CHARGES) =			$~~8,385.72~~ 5361.72
15	~~Local Tax~~	~~20%~~ DSW		
16	~~Federal Excise tax~~	~~3%~~ DSW		
	(Add Percentages into Annual Subtotal on Monthly Basis)			
	INSTALLATION CHARGES			
17	Install Analog Lines	26	$ 20.00	$ 520.00
18	Install ISDN Lines	4	$ 20.00	$ 80.00
19	Install Voicemail	3	$ 2.50	$ 7.50
20	Install NARS	4	$ 0.00	$ 0.00
	(No Charge based upon initial order) (An additional $ 20.00 per NAR should NARS be requested after initial order)			
	(SUBTOTAL) =			$ 607.50
21	PIC Charges	30	$ 5.00	$ 150.00
22	Service Order Charges	2	$ 20.00	$ 40.00
	(Subtotal)			*$ 190.00*
	INSTALLATION TOTAL =			$ 795.50
	TOTAL (1st Year)			$ 9,152.22

* CDV is exempted from this charge

EXPLANATION OF CHARGES REFERENCED IN GTE'S RESPONSE TO IFB # 99-031R

The following information is provided to explain how to configure the Centranet Services bid by GTE in response to the IFB listed above in a manner that will result in the vendor delivering the services as specified to the end user and rendering an accurate bill to DIT. The instructions contained herin are formatted in the same sequence as provided in the price sheet.

Item#	*Instructions*
1	*Analog Centrex Line: The price bid provides " Feature Package 1000" features only and does not Include all of the service elements required for a fully operable analog line. Items 2 and 9 must also be considered when configuring analog service. In order to be operable, each analog Centranet Line must have a feature package associated with the service. An itemization of the feature packages and features has already been provided.*
2	*Main Station Lines: This price for this item is the basic monthly charge for an analog Centranet Line. However, in GTE's pricing scheme, the price of one analog Main Station Line is included In the price of a Centrex Trunk, which GTE calls a Network Access Register(NARS). The following formula should be used in determining the number of Main Station Lines required when installing a new or adding to an existing Centrex Group(Total number of analog lines required)- (total number of NARS)= Number of Main Station Line Charges required with in the equation.*
3	*Voicemail Boxes: The price for this service is complete and includes all features specified in the IFB.*
4	*ISDN Lines: This price quoted is the basic monthly ISDN Service charge and must be included for each ISDN Line ordered.*
5	*ISDN Feature Package: This represents Feature Package 1000 as identified in item 1 above. This Rate was quoted since the IFB did not mention ISDN telephones would be used on the lines. In the event that the ISDN would utilize non-analog telephones then a rate of $ 4.00 per line would be quoted.*
6	*Secondary Directory Number: The monthly charge listed is applicable to each telephone number in addition to the primary directory (PDN) that appears on a user's terminal. This charge also applies to the directory number assigned to the second and each additional terminal when multi-point service is utilized.*
7	*ISDN Port Charge: This monthly charge is for the connection of the service in GTE's Central Office. The charge is assessed to each ISDN Line and must be included on all orders.*
8	*B-Channel Charge: The service as bid allows ISDN service to be ordered with one or two B-channels. The monthly per channel charge listed shall be applied to each B-Channel.*
9	*Centrex Trunk: The monthly charge listed is GTE's price to provide the facilities Centranet users require o access to the publis switched network. Each NAR supports a single DID or DOD call. Local and long distance calls to the customer's choice of Intra-lata and inter-lata carrier is supported. NARS are installed on a system-wide basis allowing all users to have access to all NARS. The price For each NAR includes the provision of one (1) analog Main Station.*
10	*Analog /Digital Federal Subscriber Line Charge(FSLC): This charge is mandated by the FCC and applies to the quantity of NARS associated with the customer group.*
11	*Number Portability: This is a fee associated with the ability to port numbers from one LEC to another LEC or CLEC.*
12	*Virginia Relay Tax: This is a tax that has been imposed to support the Telecommunications Center for the Hearing Impaired.*
13	*E911 Fee: This is a local tax imposed upon the Centrex Service for purposes of off-setting emergency services cost and operations.*
14	*Public Right of Way Use Fee: This is a new fee created to off-set charges established by local*

jurisdictions to utilize the public right of way for cable route and etc.

15 *Local Tax: This is imposed by Warsaw/ Richmond County.*

16 *Federal Exise Tax: This is an excise tax of 3% based upon the monthly local charges.*

17 *Install Analog Lines: The price quoted to provide service to the customer demarcation point.*

18 *InstallISDN Lines: The price quoted to provide service to the customer demarcation point.*

19 *Install Voicemail: The price quoted provides for installation and setup of Voice Mailboxes.*

20 *Centrex Trunk (NARS) Installation Charge: The price quoted provides for the installation and setup of NARS.*

21 *PIC Charges: The price quoted is applied on a per analog and per ISDN line basis for each time the customer changes the pre-selected carrier it has chosen for routing the customer's intra-lata/ inter-lata long distance calls. There is no requirement that all lines in the system have the same PIC selection for either inter-lata or intra-lata traffic.*

22 *Service Order C harge: The price quoted is GTE's charge for each service order it executes in response to a telecommunications Service Order (TSO received from DIT.*