CONTRACT VA-10KCL185LJN8

BILLING AGREEMENT

BETWEEN

THE COMMONWEALTH OF VIRGINIA, WIRELESS E-911 SERVICES BOARD,

CENTRAL TELEPHONE COMPANY OF VIRGINIA

AND

UNITED TELEPHONE SOUTHEAST LLC

1. SCOPE OF AGREEMENT

This is an agreement (the "Agreement") between the Commonwealth of Virginia, **Wireless E-911 Services Board** (the "Commonwealth," the "Board,"), Central Telephone Company of Virginia ("Central"), and United Telephone Southeast LLC ("United") (each of Central and United are collectively referred to in this Agreement as "Contractors"). Central is a Virginia corporation and United is a limited liability company.

Contractors provide wireless E-911 services described in this Agreement ("Services") to certain Virginia localities which serve as Public Safety Answering Points ("PSAPs"). Those PSAPs shall enter into individual service agreements with Central or United (depending on the location of the PSAP), which set forth the terms and conditions under which each of Central or United agrees to provide Services to the PSAPs. The individual service agreements between Central or United and the relevant PSAPs are listed on Attachment A, attached and incorporated into this Agreement (each a "Service Agreement").

The Board is the approving authority for expenditures from the Virginia Wireless E911 Fund, and is authorized to provide grants to PSAPs for the benefit of wireless E-911, as provided in Va. Code § 56-484.17 (C). The Board has provided an opportunity for PSAPs to apply for grant funds for the payment of costs for Services described in the Service Agreements. Certain PSAPs have applied for and been granted funds to pay for the Services described in the Service Agreements.

In order to eliminate the administrative steps involved in billing and receiving payment from individual PSAPs, along with the steps involved in the Board issuing reimbursement to individual PSAPs, it is the parties' desire to enter into an agreement whereby (1) Central may submit one bill to the Board on behalf of all PSAPs which receive Services from Central, and (2) United may submit one bill to the Board on behalf of all PSAPs which receive Services from United. Each of Central and United are agreeable to the Board's direct payment, and allow for the Board to make a payment to each of Central and United, as applicable, on behalf of all agreeable PSAPs.

2. PARTIES

2.1. The Commonwealth acknowledges that United or Central will provide the Services in each of its designated regions of the state of Virginia. The Services to be provided are listed and priced in the three Attachments to this Agreement (all Attachments are incorporated into this Agreement).

2.2. Contractors acknowledge that the Board is acting only as a billing agent for the convenience of the Contractors and on behalf of Virginia localities which serve as PSAPs. Any payment made by the Board is made on behalf of the PSAPs, and the PSAPs remain the primary obligor for payment for the Services.

2.3. **Ordering Agencies**. Each PSAP within the area served by Central or United that has requested the Board to pay grant funds on its behalf (an "Ordering Agency"), and the quantity of services ordered by each, are listed in Attachment C. When necessary, the Ordering Agency shall be responsible for issuing orders to either Central or United, as applicable, to procure Services.

A. Limitations on Authority. Any changes to the rates listed in the Attachments, not previously authorized by the Board, are void. The authority of an Ordering Agency under this Agreement is limited to ordering the Services, by written request to the applicable Contractor, which references this Agreement and the applicable Service Agreement. An Ordering Agency does nothave the authorization from the Board to add any additional category of Services not included on Attachment B or to change or modify any prices or payment terms agreed upon by the parties hereto. The Contractors reserve the right to refuse Services to Ordering Agencies outside of either the applicable United or Central service areas. All changes to this Agreement must be incorporated in a formal modification to this Agreement by the parties in accordance with the paragraph herein entitled "Modifications."

B. Billed Party. The Board, on behalf of the Ordering Agencies, shall be the billed party for all Services ordered. On behalf of the Ordering Agencies, the Board shall make payment of all invoices in accordance with the provisions of the Section herein entitled "Payment."

2.4. **Single Point of Contact.** Central shall serve as the single point of contact on behalf of the Contractors for the following functions: ordering; implementation coordination; billing inquiry and claims; and trouble inquiry, resolution and reporting; receipt of notices required by this Agreement, and any modification to this Agreement.

2.5. **Services**

Each of the Contractors will provide to the Ordering Agencies the local and custom voice network wireless E-911 Services described and priced in the Attachments, where facilities are available, pursuant to the rates, terms, and conditions of each Service Agreement listed in Attachment A. Local services are available on an intraLATA, intrastate basis.

3. INTERPRETATION OF AGREEMENT

3.1. Headings are for reference purposes only and shall not be considered in construing this Agreement.

3.2. If any term or condition of this Agreement is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

3.3. Nothing in this Agreement shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

4. ENTIRE AGREEMENT

The documents comprising this Agreement, and their order of precedence in case of conflict, are: (1) this document and all attachments, and (2) the Service Agreements. The foregoing documents represent the complete and final Agreement of the parties with respect to the subject matter of this Agreement.

The Service Agreements shall survive this Agreement, to the extent they are not in conflict. Where there is conflict between this Agreement and a Service Agreement, this Agreement will control.

5. APPLICABLE LAWS AND COURTS

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

6. NOTICES

Notices required by this Agreement must be in writing and sent to:

Contractors:
Central Telephone Company of Virginia
911 Product Manager
MS: KSOPKJ0402-4041
5454 W. 110th
Overland Park, KS 66211

Commonwealth:
Chair, Wireless E-911 Services Board
c/o VA Information Technologies Agency
11751 Meadowville Lane
Chester, VA 23836

Names and addresses for notices may be changed by notice sent in accordance with this paragraph. Notices delivered by hand shall be effective upon delivery. Notices which are not hand-delivered shall be sent by certified mail, return receipt requested, and shall be effective on the date noted on the return receipt.

7. ANTI-DISCRIMINATION

7.1. Each of the Contractors certifies to the Commonwealth that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act

7.2. In every contract over $10,000 the provisions in A. and B. below apply:

A. During the performance of this Agreement, the Contractors agree as follows:

(1) The Contractors will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination

in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractors. The Contractors agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) The Contractors, in all solicitations or advertisements for employees placed by or on behalf of the Contractors, will state that such Contractors are equal opportunity employers.

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

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

8. IMMIGRATION REFORM AND CONTROL ACT OF 1986

Each of the Contractors certifies that it does not and will not during the performance of this Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

9. ETHICS IN PUBLIC CONTRACTING

Each of the Contractor certifies that this Agreement is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with this Agreement, and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

10. TAXES AND OTHER CHARGES

Sales to the Ordering Agencies are normally exempt from State sales tax. The Ordering Agencies will deliver sales and use tax certificates of exemption to the applicable Contractor. Delivery of Services by Central or United, as applicable, against the applicable Service Agreements shall be free of Federal excise and transportation taxes as permitted or required by applicable law.

11. NONDISCRIMINATION OF CONTRACTORS

A Contractor shall not be discriminated against in the award of this Agreement because of race, religion, color, sex, national origin, age, or disability or status as a faith-based organization.

12. ANTITRUST

By entering into a contract, each of the Contractors conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services for which the Commonwealth of Virginia hase paid pursuant to this Agreement.

13. ASSIGNMENT

13.1. To the fullest extent permitted by law, the parties agree that each of the Contractors' rights under this Agreement shall not be assignable, in whole or in part, to any other party without the Commonwealth's written consent, and that any purported assignment or transfer without such consent shall be null and void. But the Contractors may assign this Agreement, after 30 days' prior written notice, to a parent company, controlled affiliate, affiliate under common control, or an entity that has purchased all or substantially all of a Contractor's assets or acquired a Contractor via merger or other similar transaction. To the extent applicable law limits the rights of the parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be determined in accordance with applicable law. The affected Contractor shall give the Board prompt written notice of the assignment, signed by authorized representative of both the affected Contractor and the assignee.

13.2. In the event the Commonwealth receives any notice from a third party claiming to be an assignee of any rights of the Contractors under this Agreement, each of the Contractors agrees that payment of other performance in respect of those right shall not be due until at least thirty days after the Commonwealth'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 Board shall promptly notify the Contractors of any assignment notice it receives.

14. DRUG-FREE WORKPLACE

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

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

15. NON-APPROPRIATION

15.1. All payments of Services ordered under this Agreement are subject to the availability of funds and legislative appropriation for this purpose. In the event of non-availability of funds or non-appropriation of funds by the legislative body of the Commonwealth, the Commonwealth may terminate this Agreement for those Services for which funds are not available or have not been appropriated. Written notice will be provided to the Contractors as soon as possible after legislative action is completed.

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

16. CONTRACTUAL RECORDS

16.1. The Contractors shall make all books and records and other documents relating to matters under this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of three years after termination of this Agreement.

16.2. Contractual records include, but are not limited to, this Agreement and all executed orders, attachments, modifications, and invoices between the parties to this Agreement, as well as all documentation which supports the amounts being charged hereunder.

17. MODIFICATIONS

This Contract may be modified in accordance with Section 2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives noted below. No modification to this Agreement 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.

The only representatives authorized to modify this Agreement on behalf of the Commonwealth and the Contractors are shown below.

CONTRACTORS	COMMONWEALTH OF VIRGINIA
Central Telephone Company of Virginia	Chair, Wireless E-911 Services Board
Attn: 911 Product Manager	c/o VA Information Technologies Agency
MS: : KSOPKJ0402-4041	11751 Meadowville Lane
5454 W. 110th	Chester, VA 23836
Overland Park, KS 66211	

18. CONTRACTUAL DISPUTES

18.1. In accordance with Section 2.2-4363 of the Code of Virginia, contractual claims, whether for money or other relief, shall be submitted in writing to the Chairman of the Board no later than sixty (60) days after final payment; however, written notice of a Contractor's intention to file such claim must be given to the Board at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The Chair shall render a final decision in writing within thirty (30) days after its receipt of a Contractor's written claim.

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

18.3. The Board, its officers, agents and employees are executing this Agreement and any orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the services identified in the Attachments to this Agreement or on the subsequent order in question and need not be joined as a party to any dispute that may arise thereunder.

19. ADVERTISING/PUBLICITY

Other than the Board's posted notice of award, the parties to this Agreement shall issue no public announcements, press releases, promotional materials or other forms of advertising concerning this Agreement without the prior written consent of the other party. In addition, neither party shall use the logo or trademarks of the other without prior written consent of the other party.

20. LIMITATION OF LIABILITIES; INDEMNITY

20.1. Except for errors and omissions caused by gross negligence, willful or wanton misconduct, fraudulent conduct or violations of law by a Contractor, and, to the extent not caused by acts, omissions or other occurrences attributable to the Commonwealth or any other person or entity, a Contractor's entire liability for all contractual claims arising under this Agreement is limited to: (A) proven direct damages for claims arising out of personal injury or death, or damage to real or personal property; or (B) proven direct damages for all other claims arising out of the Agreement, not to exceed in any 12-month period an amount equal to Commonwealth's total net payments to that Contractor for the affected Services in the 12 months preceding the month in which the non-performance occurred. Central's or United's provision of service to an Ordering Agency shall not create nor give to any third party any claim or right of action against the Commonwealth, an Ordering Agency, Central or United. The parties agree that damages caused by either United or Central are not considered damages caused by the other entity .

20.2. If any of the Ordering Agencies experience a service outage exceeding 24 hours the Commonwealth on their behalf will receive a credit allowance provided as follows:

When, after notice by the Commonwealth to Central or United, as applicable, of an interruption of Service, the service continues to be interrupted, a credit allowance will be given if the interruption lasts for at least 24 hours. The allowance is equal to a pro rata adjustment of the fixed monthly circuit charge shown in Attachment B for the circuits furnished by either Central or United, as applicable, that are rendered useless or substantially impaired due to any cause other than the negligence or willful act of the Commonwealth's Ordering Agencies or the Commonwealth or the failure of any facilities provided by the Commonwealth or the Ordering Agencies. For purposes of administering this provision, every month is considered to have 30 days. Under no circumstance shall either Central or United be responsible or liable to the Commonwealth for special, indirect, incidental or consequential damages, including damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this Agreement.

20.3. Each of the Contractors will indemnify the Commonwealth from and against third party claims for damages, losses, or liabilities arising directly from performance of this Agreement and related to personal injury, death, or damage to tangible personal property that is alleged to have resulted, in whole or in part, from the negligence or willful misconduct of the applicable Contractor.

21. PAYMENT

21.1. All invoices shall show the state Contract number. All invoices shall be supported by documentation with the federal employer identification number and also sufficient to show the amounts of Services and charges attributable to each Ordering Agency. If requested by the Board, Contractors shall promptly provide such documentation after issuance of an invoice. Invoices for items ordered, delivered and accepted shall be submitted by the Contractors directly to the Board, and shall be based on the charges shown in Attachment C.

21.2. The Board will make payment to Central and United, respectively, annually in advance. Payment is due 30 days after Central or United, respectively, delivers its invoice to the Board. The payment address for invoices will be listed on the invoice.

21.3. Any credits which have accrued during the prior year shall be included on the following year's invoice. Within 30 days of the end of the contract, each of the Contractors shall issue payment, or other mutually agreed-upon method of credit resolution, to the Board for any credits accrued during the final year of the term.

21.4. All Services provided under this Agreement, that are to be paid for with public funds, shall be billed by either Central or United at the price listed in this Agreement, regardless of which Ordering Agency submitted the order. The parties acknowledge that an Ordering Agency may have separate agreements with Central, or United for other services unrelated to the Services described in this Agreement. The payment of charges for those separate agreements are subject to the terms of such agreements between an Ordering Agency and Central, or United.

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

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

21.7. Payment To Subcontractors.

A. If a Contractor engages any subcontractor(s) pursuant to this Agreement, the Contractor is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of

the payment received for work performed by the subcontractor(s) under the Agreement; or

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

B. The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in subsection (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

C. The Commonwealth shall notify the affected Contractor in writing only when the billing and/or invoice information submitted by such Contractor is rejected and the reasons therefore. If rejection is not made within 30 days of receipt of the information by the Commonwealth, then the billing and/or invoice information shall be deemed accepted.

22. BILLING DISPUTES and RECONCILIATIONS

22.1. With the goal of starting each new year of the Agreement with no billing disputes and with all past year items reconciled, and in order to meet the Board's obligation to determine the accuracy of its payments in relation to actual costs incurred by the Ordering Agencies, all Contractor claims for underbilling or adjustments, and all Commonwealth claims for overbilling or other billing reconciliations to the prior year's invoice will utilize the following steps:

A. In the first 90 days after the prior billing period has ended, the parties will make a reasonable effort to identify all reconciliation items from that prior billing period;

B. In the next 180 days the parties obligate themselves to work in good faith to resolve all such items;

C. In the final 90 days of the current billing year, all reconciliation items must be resolved or reserved for further action by the parties; and

D. If a claim is not made in the first 90 days, it may still be made before the end of the year but the parties do have an obligation to make reasonable efforts to identify all reconciliation items in the first 90-day period under subsection A. above.

Nothing herein shall waive the requirements of the Section herein entitled "Contractual Disputes" or Virginia Code 2.2-4363 regarding contractual disputes.

22.2. Any overpayment to either Contractor shall be refunded to the Board or credited toward future payments, at the sole option of the Board.

22.3. If the Commonwealth's Wireless Fund is insufficient at any time to make the payments required hereunder, the Board will notify the affected Contractor. The unpaid amount may be sought from the applicable Ordering Agency or carried over to the next billing period.

23. TERMINATION

In addition to any other remedy provided herein or in the Service Agreement, any party may terminate this Agreement immediately by written notice in the event the other party (i) materially

breaches this Agreement or a Service Agreement and (a) fails to cure such breach within thirty (30) days following written notice thereof, or (b) if such breach cannot reasonably be cured during that time, uses its best efforts to cure such breach as soon as practicable but in any event within ninety (90) days following the written notice of the breach; or (ii) engages in fraud, criminal conduct or willful misconduct in connection with the business relationship of the parties. Further, the Board may terminate this Agreement immediately by written notice in the event a Contractor becomes insolvent, ceases doing business in the ordinary course, enters bankruptcy proceedings or effects an assignment for the benefit of creditors. In the event any party terminates this Agreement pursuant to this Section, Commonwealth shall be liable, subject to the availability of funds, to Contractors only for those Services provided through the date of termination, whether or not invoiced by the termination date.

In the event of termination, Contractor shall promptly refund the amount paid for Services, in an amount equal to the charges attributable to the remaining months in the billing period.

24. INVOICE INFORMATION

No invoice may include any costs other than those identified in this Agreement. All invoices shall be sent to the following address:

Wireless E-911 Services Board
c/o Virginia Information Technologies Agency
110 South 7th Street, 3rd Floor
Richmond, VA 23219

25. GOVERNMENT ORGANIZATIONAL CHANGES

Upon written notification to the Contractors by the Board, or its successor, the Board's rights hereunder shall be exercisable by any other agency of the Commonwealth to which or into which the Virginia General Assembly may transfer, combine, or merge the Board or VITA or their respective functions.

26. INCREASE OR DECREASE OF SERVICES

Under the terms of its Service Agreement with either Central or United, any Ordering Agency may, at any time, increase or decrease the quantity of circuits to be provided to it hereunder. Any adjustment in charges resulting from such change shall be made prospectively at the start of the next year. Ordering Agencies may increase or decrease the quantity of circuits through issuance of a written order indicating the effective date of the change. No termination charge of any kind shall be incurred as a result of decreasing the quantity of or otherwise terminating any circuits.

27. FORCE MAJURE

No party will be liable for any delay or failure in performance under this Agreement arising out of acts or events beyond its reasonable control, including, but not limited to, acts of God, war, terrorist acts, fire, flood, severe weather, explosion, riot, embargo, acts of the Government in its sovereign capacity, labor disputes or strikes, unavailability of equipment or parts from vendors, or cut cable (unless a result of the Contractor's action or that of its subcontractor or agent). The affected party shall provide prompt notice to the other party and shall be excused from such performance to the extent of such caused delays or failures; provided that the party so affected

shall use reasonable efforts to remove such causes of such delays or failures and both parties shall proceed whenever such causes are removed.

28. TERM

This Agreement shall take effect on July 1, 2010 provided that final execution by both parties has occurred on or before that date; otherwise the effective date will be the date of final execution by both parties. The Agreement term is 36 months and it shall continue for the duration of the entire period in which each Contractor provides Services to an Ordering Agency as defined in each Service Agreement and such Ordering Agency has recived an award of grant funds to pay for the service. The Commonwealth will have the option to extend this Agreement for two additional one year terms if the Commonwealth chooses a Technology Migration as set forth in Section 33 of this Agreement.. .

29. SERVICES PHASE-OUT PERIOD

The Contractors recognizes that the Services provided hereunder are vital to the Ordering Agencies, and indirectly, the Commonwealth, and must be continued without interruption. Therefore, the Contractors shall furnish phase-out Services to the Ordering Agencies after the expiration of the term of each Service Agreement listed in Attachment A for a 60-day period to allow implementation of a new agreement by each Ordering Agency. The phase-out Services shall be furnished on terms and conditions and at rates and charges that are the same as those in effect hereunder immediately prior to such termination. Should Ordering Agencies require that phase-out Services be furnished after the 60-day period as described above, then these phase-out Services shall be furnished on a month-to-month basis at prices to be determined by the Contractors but limited to no more than a 5% increase, and furnished on all other terms and conditions as are in effect hereunder immediately prior to this phase-out period.

30. MOST FAVORED AND PRICE PROTECTION

Contractors agree and warrant that pricing for all Services priced under this Agreement are equal to or better than those offered to any individual Virginia county, city or local government, school district, special service district, any educational institution or any subdivision/agency thereof ("Entity") under equivalent contract term, quantity, and terms and conditions. For any occurrence whereby the Contractors (or any agent thereof) is found to be charging any Entity less than as is identified on this Agreement, the Contractors shall immediately lower the prices in this Agreement to a level equal to the prices charged on the other agreement.

31. OTHER RATES AND TARIFFS

31.1. This Agreement in no way prevents the Commonwealth from acquiring services as permitted under State Corporation Commission and Federal Communications Commission Regulations as they apply to the Commonwealth or under separate Agreements with other vendors.

31.2. Any references made in this Agreement, including the Attachments to this Agreement, to any applicable tariff and/or schedule, however stated, shall be incorporated herein by reference and shall be only subordinate to the Agreement in the event of a conflict.

32. CONFIDENTIALITY

32.1. The Contractors agrees that the documents comprising this Agreement do not contain any information which is proprietary, confidential, or contains trade secrets as determined by the Contractors. All Contractor information provided in response to any request by the Commonwealth during the term of this Agreement shall not contain

any proprietary or confidential information. The Contractors hereby irrevocably withdraw any claim that any future document provided to the Commonwealth in response to actions under this Agreement, should be treated as proprietary, confidential or containing trade secret information.

32.2. All documents comprising the Agreement may be released in their entirety under the Virginia Freedom of Information Act, and Contractors agree that any confidentiality or similar stamps or legends that are attached to any future documents or information that will become part of the Agreement may be ignored to the extent they claim confidentiality beyond that permitted herein.

33. TECHNOLOGY UPGRADE.

33.1 The Commonwealth may elect, in writing, to replace all of a Service type with Comparable Services (a "Technology Migration") at:

A. Contractor's published rates, whether by Tariff or otherwise, for the Comparable Services, or

B. such other rates as may be mutually agreed upon between the parties.

33.2 "Comparable Service(s)" means any service of a "higher level", as compared to the existing Service, that is functionally equivalent or superior to the Service(s) and that is first generally offered by Contractor at any time during the applicable Order Term after the Service's Commencement Date. For purposes of this section, "higher level" means improvements, upgrades or changes to telecommunications or information transmission technology producing higher functionality or increased capacity, where such improvements are determined according to recognized industry standards.

33.3 Upon the Commonwealth's election of this option, the parties will amend the Agreement to add the Comparable Services.

33.4 Notwithstanding any other provision hereof, the Commonwealth will not be liable for any termination charges or other similar charges of Contractor under this Agreement, any tariff or any other agreement or instrument whatsoever, by virtue of replacing Services by a Technology Migration.

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

CENTRAL TELEPHONE COMPANY OF VIRGINIA

BY: [illegible]

NAME: [illegible]

TITLE: Business Sales Mgr.

DATE: July 28, 2010

COMMONWEALTH OF VIRGINIA, WIRELESS E-911 SERVICES BOARD

BY: [illegible]

NAME Michael M. Cline

TITLE: State E-911 Coordinator

DATE: 30 Jul 10

UNITED TELEPHONE – SOUTHEAST, LLC.

BY: [illegible]

NAME: David W. Marshall

TITLE: Business Sales Mgr

DATE: 7/28/2010

[illegible]

STEVE MARZOLF FOR SAM NIXON, CIO

IT DIRECTOR, VITA

7-30-10

APPROVED
TPL
July 2, 2010
ATTORNEY
CenturyLink
Law Dept.

APPROVED
CenturyLink
Enterprise Special Pricing
NSF 7/28/10

ATTACHMENT A
TO
CONTRACT VA-06KBCD6LMN7Z

List of Individual Service Agreements between Ordering Agencies and Central or United

Central

1. Special Service Arrangement between Central Telephone Company of Virginia and Campbell County E911)
2. Special Service Arrangement between Central Telephone Company of Virginia and Warren County E911
3. Special Service Arrangement between Central Telephone Company of Virginia and Charlottesville-Albemarle-UVA E911
4. Special Service Arrangement between Central Telephone Company of Virginia and Farmville E911
5. Special Service Arrangement between Central Telephone Company of Virginia and Fluvanna County E911
6. Special Service Arrangement between Central Telephone Company of Virginia and Greene County E911
7. Special Service Arrangement between Central Telephone Company of Virginia and Halifax County E911
8. Special Service Arrangement between Central Telephone Company of Virginia and Lunenburg County E911
9. Special Service Arrangement between Central Telephone Company of Virginia and Martinsville-Henry County E911
10. Special Service Arrangement between Central Telephone Company of Virginia and Nottoway County E911
11. Special Service Arrangement between Central Telephone Company of Virginia and Page County E911
12. Special Service Arrangement between Central Telephone Company of Virginia and Rappahannock County E911
13. Special Service Arrangement between Central Telephone Company of Virginia and Rockbridge County E911
14. Special Service Arrangement between Central Telephone Company of Virginia and Buckingham County E911
15. Special Service Arrangement between Central Telephone Company of Virginia and Floyd County E911

United

1. Special Service Arrangement between United Telephone-Southeast, Inc., and Bland County E911
2. Special Service Arrangement between United Telephone-Southeast, Inc., and City of Bristol Virginia E911
3. Special Service Arrangement between United Telephone-Southeast, Inc., and Scott County Virginia E911
4. Special Service Arrangement between United Telephone-Southeast, Inc., and Town of Wytheville E911
5. Special Service Arrangement between United Telephone-Southeast, Inc., and Wythe County E911
6. Special Service Arrangement between United Telephone-Southeast, Inc., and Washington County Office of Emergency Service E911
7. Special Service Arrangement between United Telephone-Southeast, Inc., and Smyth County Office E911
8. Special Service Arrangement between United Telephone-Southeast, Inc., and Twin County E911 Regional Commission

ATTACHMENT B
TO
CONTRACT VA-06KBCD6LMN7Z

A. Service Descriptions

The Service categories included in this Agreement are:

1. Extended ALI Display.
2. Voice Circuits.
3. 56 K ALI Circuits.

B. Rates and Charges –

The Commonwealth agrees to pay United or Central, as applicable, the rates listed below for the Services. The rates stated below do not include rates and charges for any other aspect of E9-1-1 services that may be used in connection with the Services provided pursuant to this Agreement. Special construction charges, if any, are not included in the rates for Services. The following rates do not include service order and trip charges described in the applicable Central or United tariffs that will be charged to the applicable PSAPs on a case-by-case basis.

1. RATES. Rates have been developed on an individual case basis in lieu of existing Tariff offerings. These rates will remain fixed for the Term of the Agreement. Upon termination of the Agreement and unless the parties agree to new rates for the voice circuits and 56K ALI circuits, the Ordering Agency must convert to the most current rates found in the Tariffs or Local Terms of Service for the Voice Circuits and 56K ALI Circuits, which are subject to change without notice. Other services listed in this Agreement will be priced upon request of the Commonwealth and subject to the rates agreed upon between the Commonwealth and the Contractors.
2. Nonrecurring charges are one-time charges which will be billed only as part of the first invoice under this Agreement. The rates for each Service are provided below.

United Telephone – Southeast, Inc. (each Service/Installation Address is listed on Attachment C)

Type of Service	Term	Monthly Recurring Rate	Non-Recurring Charge
Extended ALI	36 months	$4,000.00	All non-recurring charges have been billed to the respective Ordering Agencies and already submitted to the Board for payment.
Voice Circuits	36 months	$589.00	$153.20

Central Telephone Company of Virginia (each Service/Installation Address is listed on Attachment C)

Type of Service	Term	Monthly Recurring Rate	Non-Recurring Charge
Extended ALI	36 months	$7,500.00	All non-recurring charges have been billed to the respective Ordering Agencies and already submitted to the Board for payment.
Voice Circuits	36 months	$2,714.88	$329.40
56 K ALI Circuits	36 months	$310.00	$567.00

3. TARIFFS / LOCAL TERMS OF SERVICE

3.1. "Tariffs" refer to Sprint Local Telephone Interstate Access Tariff F.C.C. No. 3, the Sprint Access Service Tariff, the Sprint Interxchange Service Tariff and the Sprint General Subscriber Services Tariff filed with and approved by the Federal Communications Commission or the Virginia State Corporation Commission. Tariffs contain rules and regulations applicable to Sprint's provision of the Service, general customer relations, general Sprint operations and Sprint facilities associated with the Service offered.

3.2. The individual agreement between an Ordering Agency and Central or United and the applicable Tariff will govern the terms for delivery of Service.

4. AUTOMATIC LOCATION (ALI) CIRCUITS. ALI circuits will be provided by Central or United to the Ordering Agency in the amounts shown in Attachment C. The ALI circuits are required to be provided by Central or United to support underlying contracted service.

ATTACHMENT C TO
CONTRACT VA-06KBCD6LMN7Z

LIST OF ORDERING AGENCIES, QUANTITIES AND CHARGES ATTRIBUTABLE TO EACH ORDERING AGENCY

Services provided through Central

	Service Description	Rate	Quantity	Total MRC	Total NRC			
	Extended ALI Display Format (per PSAP)*	$500.00	15	$7,500.00	$0.00			
	Centel Voice Circuits (see below)	$48.48	56	$2714.88	$329.40			
	56K ALI Circuits - Floyd County**		2	$310.00	$567.00			
	Totals			**$10,524.88**	**$896.40**			
	*ALI Database for wireless service							
	**Sprint's portion of meet-point trunks with Citizens							
County	**PSAP Name**	**City**	**Lead Telco**	**Selective Router Locations**	**Total Trunks from 911 Tandem to PSAP Supporting Wireless Traffic**	**Tariff Rate Per Trunk**	**Total Wireless Trunks to PSAP MRC**	**Service Order and Trip Charge NRC**
Albemarle	Charlottesville/Albemarle/UVA	Charlottesville	Sprint-Centel	Charlottesville/Farmville	6	48.48	290.88	21.96
Buckingham	Buckingham County 911	Buckingham	Sprint-Centel	Charlottesville/Farmville	2	48.48	96.96	21.96
Campbell	Campbell County 911	Rustburg	Sprint-Centel	Charlottesville/Farmville	4	48.48	193.92	21.96
Fluvanna	Fluvanna County 911	Palmyra	Sprint-Centel	Charlottesville/Farmville	4	48.48	193.92	21.96
Greene	Greene County 911	Stanardsville	Sprint-Centel	Charlottesville/Farmville	4	48.48	193.92	21.96
Halifax	Halifax County 911	Halifax	Sprint-Centel	Charlottesville/Farmville	4	48.48	193.92	21.96
Henry	Henry County 911	Collinsville	Sprint-Centel	Charlottesville/Farmville	4	48.48	193.92	21.96
Lunenburg	Lunenburg County 911	Lunenburg	Sprint-Centel	Charlottesville/Farmville	4	48.48	193.92	21.96
Nottoway	Nottoway County 911	Nottoway	Sprint-Centel	Charlottesville/Farmville	4	48.48	193.92	21.96
Page	Page County 911	Luray	Sprint-Centel	Charlottesville/Farmville	4	48.48	193.92	21.96
Prince Edward	Farmville/Prince Edward County 911	Farmville	Sprint-Centel	Charlottesville/Farmville	4	48.48	193.92	21.96
Rappahannock	Rappahannock County 911	Washington	Sprint-Centel	Charlottesville/Farmville	4	48.48	193.92	21.96
Rockbridge	Rockbridge County 911	Buena Vista	Sprint-Centel	Charlottesville/Farmville	4	48.48	193.92	21.96
Warren	Warren County 911	Front Royal	Sprint-Centel	Charlottesville/Farmville	4	48.48	193.92	21.96
Floyd	Floyd County 911	Floyd	Citizens/ Sprint	Charlottesville/Farmville				
Totals					56		2714.88	329.40

Services provided through United

	Service Description	Rate	Quantity	Total MRC	Total NRC			
	Extended ALI Display Format (per PSAP)*	$500.00	8	$4,000.00				
	United Voice Circuits (see below)	$31.00	19	$589.00	$153.20			
	Totals			**$4,589.00**				
	*ALI Database for wireless service							
County	**PSAP Name**	**City**	**Lead Telco**	**Selective Router Locations**	**Total Trunks from 911 Tandem to PSAP Supporting Wireless Traffic**	**Tariff Rate Per Trunk**	**Total Wireless Trunks to PSAP MRC**	**Service Order and Trip Charge NRC**
Washington	Bristol, Virginia City of	Bristol	Sprint-United	Johnson City/Wytheville	2	31.00	62.00	19.15
Washington	Washington County, Va. 911	Abingdon	Sprint-United	Johnson City/Wytheville	2	31.00	62.00	19.15
Smyth	Smyth County, Va. 911	Marion	Sprint-United	Johnson City/Wytheville	2	31.00	62.00	19.15
Wythe	Town of Wytheville, Virginia 911	Wytheville	Sprint-United	Johnson City/Wytheville	2	31.00	62.00	19.15
Wythe	Wythe County, Va. 911	Wytheville	Sprint-United	Johnson City/Wytheville	2	31.00	62.00	19.15
Carroll/Grayson	Twin County, Virginia 911	Galax	Sprint-United	Johnson City/Wytheville	4	31.00	124.00	19.15
Bland	Bland County, Va. 911	Bland	Sprint-United	Johnson City/Wytheville	2	31.00	62.00	19.15
Scott	Scott County, Va. 911	Gate City	Sprint-United	Johnson City/Wytheville	3	31.00	93.00	19.15
Totals					**19**		**589.00**	**153.20**

MRC = Monthly Recurring Charge
NRC = Non-recurring Charge

All NRCs have been billed to the respective Ordering Agencies. All Service Order and Trip Charge NRCs are billed directly to the applicable Ordering Agency requiring assistance, and will not be billed to the Board.