



**Commonwealth of Virginia  
Virginia Information Technologies Agency**

**PAGING SERVICES CONTRACT**

Date: May 7, 2015

Contract: VA-110509-AWCI

Authorized User: All Public Bodies as defined by §2.2-4301 and referenced by §2.2-4304 of the **Code of Virginia**

Supplier: Aquis Communications  
100 N. Constitution Drive  
Yorktown, VA 23690

FIN: 54-1825799

Contact: LaMoine Potter  
Voice: 304-521-1167  
Fax: 304-522-7953  
Cell: 304-633-3200  
Email: [lamoine.potter@americanmessaging.net](mailto:lamoine.potter@americanmessaging.net)

Term: July 1, 2015 – June 30, 2016

Pricing : Exhibit A

Payment: Net 30 days

For Additional Contract Information, Please Contact:  
Virginia Information Technologies Agency  
Supply Chain Management

John Tackley  
Acquisitions Specialist  
Phone: 804-416-6165  
E-Mail: [john.tackley@vita.virginia.gov](mailto:john.tackley@vita.virginia.gov)  
Fax: 804-416-6361

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

**URL:** <http://www.vita.virginia.gov/procurement/contractBrowse.cfm?qsCat-1000042>

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





## COMMONWEALTH of VIRGINIA

### Virginia Information Technologies Agency

11751 Meadowville Lane  
Chester, Virginia 23836-6315  
(804) 416-6100

TDD VOICE -TEL. NO.  
711

Eric R. Link  
Interim Chief Information Officer  
Email: [cio@vita.virginia.gov](mailto:cio@vita.virginia.gov)

May 07, 2015

LaMoine Potter  
Aquis Communications  
100 N. Constitution Drive  
Yorktown Virginia 23690

Per Section 3.A. ("Term and Termination") of contract VA-110509-AWCI, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from July 1, 2015 through June 30, 2016. Should you have any questions, please feel free to contact me.

Respectfully,  
Doug Crenshaw  
Strategic Sourcing Manager  
Virginia Information Technologies Agency  
(804) 416-6160

**MODIFICATION NO. 2  
TO  
CONTRACT NUMBER VA-110509-AWCI  
BETWEEN THE  
COMMONWEALTH OF VIRGINIA  
AND  
AQUIS COMMUNICATIONS**

This MODIFICATION No. 2 is hereby incorporated into and made an integral part of Contract VA-110509-AWCI.

The purpose of this Modification is to add the clause(s) and clarifications listed below:

1. Add to the definition of "Party" in Section 2 Subsection C on Contract Page 32.  
*"Authorized Uses include private institutions of higher education chartered in Virginia and granted tax-exempt status under 501 C (3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at <http://www.cicv.org/our-Colleges/Profiles.aspX>*
2. Add to the definition of "Indemnification" in Section 9 Subsection A on Contract Page 39.  
*"In the event of a settlement between Supplier and privative institution of higher education who is an Authorized User of this contract, the settlement shall be satisfactory to such institution."*
3. Add to the definition of "Dispute Resolution" in Section 13 Subsection F on Contract Page 42.  
*"In the event of any breach by a public body or a private institution, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include to the right to terminate any license or support services hereunder."*
4. Add to the definition of "Travel" in Section 10 Subsection R on Contract Page 43.  
*"If the Authorized User is a private institution chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, such private institution may have its own per diem amounts applicable to the Supplier's pre-approved travel expenses."*

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-110509-AWCI by this Modification No. 2.

**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.**

NAME OF SUPPLIER

BY: Aquis Communications

NAME: Jeff Chalmers 

TITLE: Sr. Vice President

DATE: September 16, 2014

COMMONWEALTH OF VIRGINIA

BY: Day Owen

NAME: Day Owen

TITLE: VITA Security Mgr

DATE: 9/16/14



## *COMMONWEALTH of VIRGINIA*

### **Virginia Information Technologies Agency**

Samuel A. Nixon, Jr.  
Chief Information Officer  
E-mail: [cio@vita.virginia.gov](mailto:cio@vita.virginia.gov)

11751 Meadowville Lane  
Chester, Virginia 23836-6315  
(804) 416-6100

TDD VOICE -TEL. NO.  
711

May 21, 2014

LaMoine Potter  
Aquis Communications

Per Section 3.A. ("Term and Termination") of contract VA-110509-AWCI, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from July 1, 2014 – June 30, 2015. Should you have any questions, please feel free to contact me.

Respectfully,

Doug Crenshaw  
Strategic Sourcing Manager  
Virginia Information Technologies Agency



## *COMMONWEALTH of VIRGINIA*

### **Virginia Information Technologies Agency**

11751 Meadowville Lane  
Chester, Virginia 23836-6315  
(804) 416-6100

TDD VOICE -TEL. NO.  
711

Samuel A. Nixon, Jr.  
Chief Information Officer  
E-mail: [cio@vita.virginia.gov](mailto:cio@vita.virginia.gov)

May 23, 2013

LaMoine Potter  
Aquis Communications

Per Section 3.A. ("Term and Termination") of contract VA-110509-AWCI, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from July 1, 2013 – June 30, 2014. Should you have any questions, please feel free to contact me.

Respectfully,  
Doug Crenshaw  
Strategic Sourcing Manager  
Virginia Information Technologies Agency  
(804) 416-6160

**MODIFICATION #1  
TO  
CONTRACT NUMBER VA-110509-AWCI  
BETWEEN  
THE VIRGINIA INFORMATION TECHNOLOGIES AGENCY  
AND  
AQUIS COMMUNICATIONS**

This MODIFICATION #1 is an agreement between the Virginia Information Technologies Agency (VITA), hereinafter referred to as "State" or "Commonwealth" or "VITA", and **Aquis Communications**, hereinafter referred to as "Contractor" or "AWCI" relating to the modification of the above Contract. This Modification #1 is hereby incorporated into and made part of Contract VA-110509-AWCI as revised.

The purpose of this Modification # 1 is to modify the existing Agreement.

The parties agree to the following:

- EXHIBIT A – PRICING, Contract Pages 2 through 28 is replaced in its entirety by the Attachment A to this Modification #1, EXHIBIT A – PRICING, Pages 1 through 27.

The term of this modification #1 shall begin upon execution of the parties.

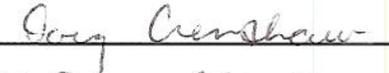
The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-110509- AWCI and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

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. ELECTRONIC SIGNATURES WILL BE CONSIDERED AS ORIGINAL SIGNATURES.

AQUIS COMMUNICATIONS

BY:   
NAME: LORRAINE POTTER  
TITLE: NATIONAL SALES DIRECTOR  
DATE: 5/11/2011  
Email: lpotter@aquiscommunications.com

VIRGINIA INFORMATION TECHNOLOGIES  
AGENCY

BY:   
NAME: DOUG CRENSHAW  
TITLE: VITA Sourcing Mgr  
DATE: 5/12/11



# Supply Chain Management (SCM)

## SOLICITATION - OFFER -and- AWARD

Information Technology / Telecommunications / Products / Services

### Invitation for Bid (IFB)

#### Paging Products and Services

|                          |                                  |                               |                      |
|--------------------------|----------------------------------|-------------------------------|----------------------|
| <b>IFB #:</b><br>2011-10 | <b>Date Issued:</b><br>3/24/2011 | <b>Date Due:</b><br>4/14/2011 | <b>REQ #:</b><br>n/a |
|--------------------------|----------------------------------|-------------------------------|----------------------|

For more information, please send e-mail to Single Point of Contact (SPOC): [John.Tackley@vita.virginia.gov](mailto:John.Tackley@vita.virginia.gov), or call (804) 416-6165

|   |  |
|---|--|
| <b>ISSUING OFFICE:</b><br>VITA - Supply Chain Management<br>11751 Meadowville Lane<br>Chester, VA 23836 | <b>SHIP TO:</b><br>... as specified in each order<br><br><b>BILL TO:</b><br>... as specified in each order |
|---|--|

### 1) SOLICITATION

This procurement is being conducted on behalf of VITA and other Public Bodies as defined in §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia. Sealed Bids for furnishing the Products and/or Services set forth in the Price Schedule will be returned to the Issuing Office. If hand carried, deliver to the SCM receptionist located at the Issuing Office address above. Bids must be received prior to 2:00 PM local time on the Date Due indicated above (Public bid opening at 2:30 PM). Please read and understand the attached Solicitation Instructions. This is an advertised solicitation consisting of this cover page, the Solicitation Instructions, Requirements, Pricing Schedule, Certification Regarding Lobbying and the Mandatory Contractual Terms and Conditions, and any other files, exhibits, attachments, provisions, representations, certifications or specifications as are attached or incorporated herein by reference, or any subsequent amendments issued.

### 2) OFFER

In compliance with the Terms and Conditions set forth in this solicitation, the undersigned agrees, if this offer is accepted within 90 days from the Date Due above, to furnish any or all Bid Items awarded at the prices offered in the Pricing Schedule, delivered to the Ship To address within the time specified in individual orders. All offers are subject to the Mandatory Terms and Conditions set forth herein. Electronic signatures will be considered as if original signatures.

### BIDDER INFORMATION

|                   |                                |  |
|-------------------|--------------------------------|--|
| Supplier's FEIN:  | 0474603-8                      | LaMoine Potter<br>LaMoine Potter<br><hr/> <b>BIDDER's Binding SIGNATURE</b><br><br>NAME: <i>LaMoine Potter</i> |
| Supplier's SCC #: | 54-1825799                     |  |
| Firm Name:        | AQUIS COMMUNICATIONS           |  |
| Address:          | 100 N CONSTITUTION BLVD        |  |
| City/State/ZIP:   | YORKTOWN, VIRGINIA             |  |
| E-mail:           | lpotter@aqiscommunications.com |  |
| Voice #:          | 304-521-1167                   |  |
| Fax #:            | 757-890-2691                   |  |

### 3) AWARD

| BID ITEMS AWARDED:                 | AWARDED BY:  | AWARD DATE: | CONTRACT #:    |
|------------------------------------|--|-------------|----------------|
| ALL (except replacement batteries) | <br>...for the Chief Information Officer (CIO) of the<br><b>Commonwealth of Virginia</b> | 5/9/2011    | VA-110509-AWCI |

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343.1 or against any Bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

XXXXXXXXXXXXXXXXXXXX

EXHIBIT A - PRICING  
EXHIBIT A \_ PRICING

**AQUIS COMMUNICATIONS**

**NATIONWIDE  
DIGITAL/ALPHANUMERIC  
PAGING SERVICE**

**NATIONWIDE  
TWO-WAY  
PAGING  
SERVICE**

| State              | City              | Frequency Mhz | Contract Price Digital | Contract Price Alpha | Contract Price |
|--------------------|-------------------|---------------|------------------------|----------------------|----------------|
| <b>ALABAMA</b>     | Birmingham        | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | Decatur           | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | Huntsville        | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | Mobile            | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | Montgomery        | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | Tuscaloosa        | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
| <b>ARIZONA</b>     | Casa Grande       | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | Phoenix           | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | Prescott          | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | Tuscon            | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | Fayetteville      | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
| <b>ARKANSAS</b>    | Ft. Smith         | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | Little Rock       | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
| <b>CALIFORNIA</b>  | Chico             | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | El Centro         | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | Fresno            | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | Los Angeles       | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | Modesto           | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | Sacramento        | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | San Diego         | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | San Jose          | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | San Luis Obispo   | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | Santa Barbara     | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
| <b>COLORADO</b>    | Stockton          | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | Yuba City         | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | Coloradro Springs | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | Denver            | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | Ft. Collins       | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
| <b>CONNECTICUT</b> | Greeley           | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | Pueblo            | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | Grand Junction    | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | Hartford          | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | New Haven         | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
| <b>DELAWARE</b>    | Norwich           | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | Dover             | 929.6625      | \$27.95                | \$32.95              | \$34.95        |
|                    | Wilmington        | 929.6625      | \$27.95                | \$32.95              | \$34.95        |

|                 |                      |          |         |         |         |
|-----------------|----------------------|----------|---------|---------|---------|
|                 | District of Columbia | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Washington D.C.      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>FLORIDA</b>  | Boca Raton           | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Cape Coral           | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Clearwater           | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Daytona Beach        | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Delray Beach         | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Fr. Lauderdale       | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Gainesville          | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Jacksonville         | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Lakeland             | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Miami                | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Naples               | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Ocala                | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Orlando              | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Pensacola            | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Sarasota             | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Tallahassee          | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Tampa                | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Walton Beach         | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | West Palm Beach      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>GEORGIA</b>  | Albany               | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Atlanta              | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Gainesville          | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Macon                | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Savannah             | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>IDAHO</b>    | Boise                | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>ILLINOIS</b> | Bloomington          | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Champaign            | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Chicago              | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Clinton              | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Dalton               | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Danville             | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Davenport            | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Decatur              | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Jacksonville         | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Springfield          | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>INDIANA</b>  | Evansville           | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Fort Wayne           | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Indianapolis         | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Terre Haute          | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>IOWA</b>     | Sioux City           | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>KANSAS</b>   | Euporia              | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Hutchinson           | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Lawrence             | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Manhattan            | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Salina               | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Wichita              | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                 | Topeka               | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>KENTUCKY</b> | Bowling Green        | 929.6625 | \$27.95 | \$32.95 | \$34.95 |

|                      |                |          |         |         |         |
|----------------------|----------------|----------|---------|---------|---------|
|                      | Covington      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Corbin         | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Lexington      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Louisville     | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Paducah        | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Somerset       | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>LOUISIANA</b>     | Alexandria     | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Baton Rouge    | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Hammond        | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Houma          | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Lafayette      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Lake Charles   | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Monroe         | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | New Orleans    | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Shreveport     | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>MAINE</b>         | Portland       | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>MARYLAND</b>      | Baltimore      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Frederick      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Rockville      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>MASSACHUSETTS</b> | Boston         | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Springfield    | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Worcester      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>MICHIGAN</b>      | Battle Creek   | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Detroit        | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | East Lansing   | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Flint          | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Kalamazoo      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Lansing        | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Saginaw        | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>MINNESOTA</b>     | Duluth         | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Minneapolis    | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | St. Cloud      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>MISSISSIPPI</b>   | Biloxi         | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Hattiesburg    | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Jacksonville   | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Laurel         | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Vicksburg      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Branson        | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>MISSOURI</b>      | Jefferson City | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Springfield    | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>MONTANA</b>       | Billings       | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>NEBRASKA</b>      | Lincoln        | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Omaha          | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>NEVADA</b>        | Las Vegas      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Reno           | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>NEW JERSEY</b>    | Atlantic City  | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Hackensack     | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Newark         | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Princeton      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>NEW MEXICO</b>    | Albuquerque    | 929.6625 | \$27.95 | \$32.95 | \$34.95 |

|                       |               |          |         |         |         |
|-----------------------|---------------|----------|---------|---------|---------|
|                       | Farmington    | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Las Cruces    | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Santa Fe      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       |               | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>NEW YORK</b>       | Albany        | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Hamptons      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | new York City | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Niagra Falls  | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Poughkeepsie  | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Rochester     | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Syracuse      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Utica         | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>NORTH CAROLINA</b> | Asheville     | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Burlington    | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Charlotte     | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Fayetteville  | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Greenville    | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Raleigh       | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Wilmington    | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>OHIO</b>           | Canton        | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Cincinnati    | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Cleveland     | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Columbus      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Dayton        | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Lima          | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Toledo        | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Youngstown    | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>OKLAHOMA</b>       | Ardmore       | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Bartlesville  | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Enid Muskogee | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Oklahoma City | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>OREGON</b>         | Bend          | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Coos Bay      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Eugene        | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Medford       | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Portland      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Salem         | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>PENNSYLVANIA</b>   | Allentown     | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Erie          | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Harrisburg    | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Johnstown     | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Lancaster     | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Philadelphia  | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Pittsburgh    | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Reading       | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Scranton      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | State Collefe | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Wilkes-Barre  | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | York          | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>RHODE ISLAND</b>   | Providence    | 929.6625 | \$27.95 | \$32.95 | \$34.95 |

|                       |                |          |         |         |         |
|-----------------------|----------------|----------|---------|---------|---------|
|                       |                | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       |                | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       |                | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       |                | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>SOUTH CAROLINA</b> | Anderson       | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Beaufort       | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Charleston     | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Columbia       | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Florence       | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Greenville     | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Hilton Head    | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Greenwood      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Myrtle Beach   | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Orangeburg     | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Rock Hill      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Sumter         | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>TENNESSEE</b>      | Chattanooga    | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Johnson City   | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Kingsport      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Knoxville      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Memphis        | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Nashville      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>TEXAS</b>          | Amarillo       | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Beaumont       | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Brownsville    | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Corpus Christi | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Dallas         | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Del Rio        | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | El Paso        | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Fort Worth     | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Houston        | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Lubbock        | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | McAllen        | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Pasadena       | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | San Antonio    | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Tyler          | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Victoria       | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Logan          | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Provo          | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Salt Lake City | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>VIRGINIA</b>       | Alexandria     | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Arlington      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | D.C. Metro     | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Fredricksburg  | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Harrisburg     | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Hampton        | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Newport News   | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Norfolk        | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Portsmouth     | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                       | Richmond       | 929.6625 | \$27.95 | \$32.95 | \$34.95 |

|                      |                |          |         |         |         |
|----------------------|----------------|----------|---------|---------|---------|
|                      | Roanoke        | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Williamsburg   | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Winchester     | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Virginia Beach | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      |                | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>WEST VIRGINIA</b> | Huntington     | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
| <b>WISCONSIN</b>     | Green Bay      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Madison        | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Milwaukee      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Sheboygan      | 929.6625 | \$27.95 | \$32.95 | \$34.95 |
|                      | Wausau         | 929.6625 | \$27.95 | \$32.95 | \$34.95 |

**AQUIS COMMUNICATIONS**

| FEATURE/OPTIONS RELATED TO<br>NATIONWIDE<br>DIGITAL/ALPHANUMERIC<br>PAGING SERVICE |  | FEATURES/OPTIONS RELATED TO<br>NATIONWIDE<br>TWO-WAY PAGING SERVICE |  |
|--|--|---|--|
| <u>Fee/Feature/Option<br/>Description</u>  | <u>Cost/</u><br>(specify period)<br>(per-month/yr/other) | <u>Fee/Feature/Option<br/>Description</u>                           | <u>Cost/</u><br>(specify period)<br>(per-month/yr/other) |
| Lost/Stolen  | \$30.00 / \$50.00  | Lost/Stolen   | \$100.00/each  |
| Voice Mail 120 sec.  | \$3.95/month   | Voice Mail 120 sec.   | \$3.95/month   |
| Numeric Retrieval  | \$1.00/month   | Numeric Retrieval   | \$1.00/month   |
| Custom Prompt  | \$1.00/month   | Custom Prompt   | \$1.00/month   |
| Group Call   | \$.50/month  | Group Call  | \$.50/month  |
| Second Ph Number   | \$1.00/month   | Second Ph Number  | \$1.00/month   |
| Broadcast Alerts   | \$1.00/month   | Broadcast Alerts  | \$1.00/month   |
| Toll Free Number   | \$4.95/month   | Toll Free Number  | \$4.95/month   |
| Cell Phone Forward   | \$1.95/month   | Cell Phone Forward  | \$1.95/month   |
| Page Until Pickup  | \$1.00/month   | Page Until Pickup   | \$1.00/month   |
| Email Messaging  | \$1.95/month   | Email Messaging   | \$1.95/month   |
| Message PI 3000  | \$34.95/month  | Message PI 3000   | \$34.95/month  |
| Message PI 1000  | \$30.95/month  | Message PI 1000   | \$30.95/month  |
| Overage per message  | \$.25/each   | Overage per message   | \$.25/each   |

| AQUIS COMMUNICATIONS |                     |       |               | VA STATEWIDE DIGITAL/ALPHANUMERIC PAGING SERVICE |                      | VA STATEWIDE TWO-WAY PAGING SERVICE |
|----------------------|---------------------|-------|---------------|--|----------------------|-------------------------------------|
| County               | City                | Zip   | Frequency Mhz | Contract Price Digital                           | Contract Price Alpha | Contract Price (\$)                 |
| Accomack             | Accomac             | 23301 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Accomack             | Assawoman           | 23302 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Accomack             | Atlantic            | 23303 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Accomack             | Belle Haven         | 23306 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Accomack             | Bloxom              | 23308 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Accomack             | Chincoteague Island | 23336 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Accomack             | Davis Wharf         | 23345 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Accomack             | Greenbackville      | 23356 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Accomack             | Greenbush           | 23357 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Accomack             | Hallwood            | 23359 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Accomack             | Horntown            | 23395 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Accomack             | Jenkins Bridge      | 23399 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Accomack             | Locustville         | 23404 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Accomack             | Mears               | 23409 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Accomack             | Melfa               | 23410 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Accomack             | New Church          | 23415 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Accomack             | Oak Hall            | 23416 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Accomack             | Oak Hall            | 23396 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Accomack             | Onancock            | 23417 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Accomack             | Onley               | 23418 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Accomack             | Painter             | 23420 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Accomack             | Parksley            | 23421 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Accomack             | Sanford             | 23426 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Accomack             | Temperanceville     | 23442 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Accomack             | Wallops Island      | 23337 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Accomack             | Withams             | 23488 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Albemarle            | Charlottesville     | 22901 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Albemarle            | Charlottesville     | 22911 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Albemarle            | Covesville          | 22931 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Albemarle            | Crozet              | 22932 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Albemarle            | Earlsville          | 22936 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Albemarle            | Esmont              | 22937 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Albemarle            | Free Union          | 22940 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Albemarle            | Greenwood           | 22943 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Albemarle            | Keene               | 22946 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Albemarle            | Keswick             | 22947 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Albemarle            | North Garden        | 22959 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Albemarle            | Scottsville         | 24590 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Alexandria City      | Alexandria          | 22301 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Alexandria City      | Alexandria          | 22302 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Alexandria City      | Alexandria          | 22304 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |
| Alexandria City      | Alexandria          | 22305 | 152/158/929   | \$4.45   | \$6.95               | N/A                                 |

|                 |                    |       |             |        |        |     |
|-----------------|--------------------|-------|-------------|--------|--------|-----|
| Alexandria City | Alexandria         | 22311 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Alexandria City | Alexandria         | 22314 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Alexandria City | Alexandria         | 22331 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Alexandria City | Alexandria         | 22332 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Alleghany       | Clifton Forge      | 24422 |             |        |        | N/A |
| Amelia          | Amelia Court House | 23002 |             |        |        | N/A |
| Amelia          | Jetersville        | 23083 |             |        |        | N/A |
| Amherst         | Amherst            | 24521 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Amherst         | Madison Heights    | 24572 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Amherst         | Monroe             | 24574 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Appomattox      | Appomattox         | 24522 |             |        |        | N/A |
| Appomattox      | Pamplin            | 23958 |             |        |        | N/A |
| Appomattox      | Spout Spring       | 24593 |             |        |        | N/A |
| Arlington       | Arlington          | 22213 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Arlington       | Arlington          | 22214 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Arlington       | Arlington          | 22201 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Arlington       | Arlington          | 22202 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Arlington       | Arlington          | 22203 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Arlington       | Arlington          | 22204 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Arlington       | Arlington          | 22205 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Arlington       | Arlington          | 22206 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Arlington       | Arlington          | 22207 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Arlington       | Arlington          | 22209 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Arlington       | Ft Myer            | 22211 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Augusta         | Churchville        | 24421 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Augusta         | Craigsville        | 24430 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Augusta         | Crimora            | 24431 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Augusta         | Deerfield          | 24432 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Augusta         | Fishersville       | 22939 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Augusta         | Fort Defiance      | 24437 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Augusta         | Greenville         | 24440 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Augusta         | Lyndhurst          | 22952 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Augusta         | Middlebrook        | 24459 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Augusta         | Mount Sidney       | 24467 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Augusta         | Mount Solon        | 22843 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Augusta         | Steeles Tavern     | 24476 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Augusta         | Stuarts Draft      | 24477 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Augusta         | Swoope             | 24479 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Augusta         | Verona             | 24482 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Augusta         | West Augusta       | 24485 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Augusta         | Weyers Cave        | 24486 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Bath            | Hot Springs        | 24445 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Bath            | Millboro           | 24460 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Bath            | Warm Springs       | 24484 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Bath            | Williamsville      | 24487 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Bedford         | Bedford            | 24523 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Bedford         | Big Island         | 24526 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Bedford         | Coleman Falls      | 24536 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Bedford         | Forest             | 24551 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Bedford         | Goode              | 24556 | 152/158/929 | \$4.45 | \$6.95 | N/A |

|                  |               |       |             |        |        |     |
|------------------|---------------|-------|-------------|--------|--------|-----|
| Bedford          | Goodview      | 24095 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Bedford          | Huddleston    | 24104 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Bedford          | Lowry         | 24570 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Bedford          | Moneta        | 24121 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Bedford          | Montvale      | 24122 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Bedford          | Thaxton       | 24174 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Bland            | Bastian       | 24314 |             |        |        | N/A |
| Bland            | Bland         | 24315 |             |        |        | N/A |
| Bland            | Ceres         | 24318 |             |        |        | N/A |
| Bland            | Rocky Gap     | 24366 |             |        |        | N/A |
| Botetourt        | Blue Ridge    | 24064 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Botetourt        | Buchanan      | 24066 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Botetourt        | Cloverdale    | 24077 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Botetourt        | Daleville     | 24083 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Botetourt        | Eagle Rock    | 24085 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Botetourt        | Fincastle     | 24090 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Botetourt        | Oriskany      | 24130 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Botetourt        | Troutville    | 24175 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Bristol          | Bristol       | 24201 |             |        |        | N/A |
| Brunswick        | Alberta       | 23821 |             |        |        | N/A |
| Brunswick        | Brodnax       | 23920 |             |        |        | N/A |
| Brunswick        | Dolphin       | 23843 |             |        |        | N/A |
| Brunswick        | Ebony         | 23845 |             |        |        | N/A |
| Brunswick        | Freeman       | 23856 |             |        |        | N/A |
| Brunswick        | Gasburg       | 23857 |             |        |        | N/A |
| Brunswick        | Lawrenceville | 23868 |             |        |        | N/A |
| Brunswick        | Rawlings      | 23876 |             |        |        | N/A |
| Brunswick        | Valentines    | 23887 |             |        |        | N/A |
| Brunswick        | Warfield      | 23889 |             |        |        | N/A |
| Brunswick        | White Plains  | 23893 |             |        |        | N/A |
| Buchanan         | Big Rock      | 24603 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Buchanan         | Davenport     | 24239 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Buchanan         | Grundy        | 24614 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Buchanan         | Hurley        | 24620 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Buchanan         | Maxie         | 24628 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Buchanan         | Oakwood       | 24631 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Buchanan         | Pilgrims Knob | 24634 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Buchanan         | Raven         | 24639 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Buchanan         | Rowe          | 24646 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Buchanan         | Vansant       | 24656 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Buchanan         | Whitewood     | 24657 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Buckingham       | Arvonnia      | 23004 |             |        |        | N/A |
| Buckingham       | Buckingham    | 23921 |             |        |        | N/A |
| Buckingham       | Dillwyn       | 23936 |             |        |        | N/A |
| Buckingham       | Howardsville  | 24562 |             |        |        | N/A |
| Buckingham       | New Canton    | 23123 |             |        |        | N/A |
| Buckingham       | Wingina       | 24599 |             |        |        | N/A |
| Buena Vista City | Buena Vista   | 24416 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Campbell         | Altavista     | 24517 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Campbell         | Brookneal     | 24528 | 152/158/929 | \$4.45 | \$6.95 | N/A |

|                      |                       |       |             |        |        |     |
|----------------------|-----------------------|-------|-------------|--------|--------|-----|
| Campbell             | Concord               | 24538 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Campbell             | Evington              | 24550 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Campbell             | Gladys                | 24554 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Campbell             | Lynch Station         | 24571 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Campbell             | Rustburg              | 24588 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Caroline             | Bowling Green         | 22427 |             |        |        | N/A |
| Caroline             | Milford               | 22514 |             |        |        | N/A |
| Caroline             | Port Royal            | 22535 |             |        |        | N/A |
| Caroline             | Rappahannock Academy  | 22538 |             |        |        | N/A |
| Caroline             | Ruther Glen           | 22546 |             |        |        | N/A |
| Caroline             | Woodford              | 22580 |             |        |        | N/A |
| Carroll              | Cana                  | 24317 |             |        |        | N/A |
| Carroll              | Dugspur               | 24325 |             |        |        | N/A |
| Carroll              | Fancy Gap             | 24328 |             |        |        | N/A |
| Carroll              | Hillsville            | 24343 |             |        |        | N/A |
| Carroll              | Lambsburg             | 24351 |             |        |        | N/A |
| Carroll              | Laurel Fork           | 24352 |             |        |        | N/A |
| Carroll              | Woodlawn              | 24381 |             |        |        | N/A |
| Charles City         | Charles City          | 23030 |             |        |        | N/A |
| Charlotte            | Charlotte Court House | 23923 |             |        |        | N/A |
| Charlotte            | Cullen                | 23934 |             |        |        | N/A |
| Charlotte            | Drakes Branch         | 23937 |             |        |        | N/A |
| Charlotte            | Keysville             | 23947 |             |        |        | N/A |
| Charlotte            | Phenix                | 23959 |             |        |        | N/A |
| Charlotte            | Randolph              | 23962 |             |        |        | N/A |
| Charlotte            | Red House             | 23963 |             |        |        | N/A |
| Charlotte            | Red Oak               | 23964 |             |        |        | N/A |
| Charlotte            | Saxe                  | 23967 |             |        |        | N/A |
| Charlotte            | Wylliesburg           | 23976 |             |        |        | N/A |
| Charlottesville City | Charlottesville       | 22902 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Charlottesville City | Charlottesville       | 22903 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Charlottesville City | Charlottesville       | 22904 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Chesapeake City      | Chesapeake            | 23320 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Chesapeake City      | Chesapeake            | 23321 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Chesapeake City      | Chesapeake            | 23322 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Chesapeake City      | Chesapeake            | 23323 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Chesapeake City      | Chesapeake            | 23324 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Chesapeake City      | Chesapeake            | 23325 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Chesterfield         | Chester               | 23831 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Chesterfield         | Chester               | 23836 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Chesterfield         | Chesterfield          | 23838 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Chesterfield         | Chesterfield          | 23832 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Chesterfield         | Midlothian            | 23112 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Chesterfield         | Midlothian            | 23113 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Chesterfield         | Midlothian            | 23114 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Chesterfield         | Moseley               | 23120 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Chesterfield         | Richmond              | 23234 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Chesterfield         | Richmond              | 23235 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Chesterfield         | Richmond              | 23236 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Chesterfield         | Richmond              | 23237 | 152/158/929 | \$4.45 | \$6.95 | N/A |

|                      |                  |       |             |        |        |     |
|----------------------|------------------|-------|-------------|--------|--------|-----|
| Clarke               | Berryville       | 22611 |             |        |        | N/A |
| Clarke               | Bluemont         | 20135 |             |        |        | N/A |
| Clarke               | Boyce            | 22620 |             |        |        | N/A |
| Clarke               | Paris            | 20130 |             |        |        | N/A |
| Clarke               | White Post       | 22663 |             |        |        | N/A |
| Colonial Heights Cit | Colonial Heights | 23834 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Covington City       | Covington        | 24426 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Craig                | New Castle       | 24127 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Craig                | Paint Bank       | 24131 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Culpeper             | Amissville       | 20106 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Culpeper             | Boston           | 22713 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Culpeper             | Brandy Station   | 22714 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Culpeper             | Culpeper         | 22701 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Culpeper             | Elkwood          | 22718 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Culpeper             | Jeffersonton     | 22724 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Culpeper             | Lignum           | 22726 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Culpeper             | Mitchells        | 22729 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Culpeper             | Rapidan          | 22733 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Culpeper             | Richardsville    | 22736 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Culpeper             | Rixeyville       | 22737 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Culpeper             | Stevensburg      | 22741 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Culpeper             | Viewtown         | 22746 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Cumberland           | Cartersville     | 23027 |             |        |        | N/A |
| Cumberland           | Cumberland       | 23040 |             |        |        | N/A |
| Danville City        | Danville         | 24540 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Danville City        | Danville         | 24541 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Dickenson            | Bee              | 24217 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Dickenson            | Birchleaf        | 24220 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Dickenson            | Clinchco         | 24226 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Dickenson            | Clintwood        | 24228 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Dickenson            | Haysi            | 24256 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Dickenson            | Mc Clure         | 24269 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Dickenson            | Nora             | 24272 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Dinwiddie            | Carson           | 23830 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Dinwiddie            | Church Road      | 23833 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Dinwiddie            | Dewitt           | 23840 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Dinwiddie            | Dinwiddie        | 23841 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Dinwiddie            | Ford             | 23850 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Dinwiddie            | Mc Kenney        | 23872 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Dinwiddie            | Sutherland       | 23885 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Dinwiddie            | Wilsons          | 23894 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Essex                | Caret            | 22436 |             |        |        | N/A |
| Essex                | Center Cross     | 22437 |             |        |        | N/A |
| Essex                | Champlain        | 22438 |             |        |        | N/A |
| Essex                | Dunnsville       | 22454 |             |        |        | N/A |
| Essex                | Hustle           | 22476 |             |        |        | N/A |
| Essex                | Laneview         | 22504 |             |        |        | N/A |
| Essex                | Loretto          | 22509 |             |        |        | N/A |
| Essex                | Tappahannock     | 22560 |             |        |        | N/A |
| Fairfax              | Alexandria       | 22315 | 152/158/929 | \$4.45 | \$6.95 | N/A |

|                   |                 |       |             |        |        |     |
|-------------------|-----------------|-------|-------------|--------|--------|-----|
| Fairfax           | Alexandria      | 22312 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Alexandria      | 22306 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Alexandria      | 22307 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Alexandria      | 22308 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Alexandria      | 22309 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Alexandria      | 22310 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Alexandria      | 22303 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Annandale       | 22003 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Burke           | 22015 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Centreville     | 20120 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Centreville     | 20121 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Chantilly       | 20151 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Clifton         | 20124 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Dunn Loring     | 22027 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Fairfax         | 22031 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Fairfax         | 22032 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Fairfax         | 22033 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Fairfax         | 22034 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Fairfax         | 22035 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Fairfax         | 22036 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Fairfax Station | 22039 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Falls Church    | 22041 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Falls Church    | 22042 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Falls Church    | 22043 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Falls Church    | 22044 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Fort Belvoir    | 22060 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Great Falls     | 22066 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Greenway        | 22067 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Herndon         | 20170 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Herndon         | 20171 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Lorton          | 22079 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Mc Lean         | 22101 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Mc Lean         | 22102 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Merrifield      | 22081 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Oakton          | 22124 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Reston          | 20190 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Reston          | 20191 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Reston          | 20194 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Springfield     | 22150 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Springfield     | 22151 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Springfield     | 22152 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Springfield     | 22153 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Vienna          | 22180 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Vienna          | 22181 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax           | Vienna          | 22182 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fairfax City      | Fairfax         | 22030 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Falls Church City | Falls Church    | 22046 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fauquier          | Bealeton        | 22712 |             |        |        | N/A |
| Fauquier          | Broad Run       | 20137 |             |        |        | N/A |
| Fauquier          | Catlett         | 20119 |             |        |        | N/A |

|                     |                |       |             |        |        |     |
|---------------------|----------------|-------|-------------|--------|--------|-----|
| Fauquier            | Delaplane      | 20144 |             |        |        | N/A |
| Fauquier            | Goldvein       | 22720 |             |        |        | N/A |
| Fauquier            | Hume           | 22639 |             |        |        | N/A |
| Fauquier            | Markham        | 22643 |             |        |        | N/A |
| Fauquier            | Marshall       | 20115 |             |        |        | N/A |
| Fauquier            | Midland        | 22728 |             |        |        | N/A |
| Fauquier            | Remington      | 22734 |             |        |        | N/A |
| Fauquier            | Sumerduck      | 22742 |             |        |        | N/A |
| Fauquier            | The Plains     | 20198 |             |        |        | N/A |
| Fauquier            | Upperville     | 20184 |             |        |        | N/A |
| Fauquier            | Warrenton      | 20186 |             |        |        | N/A |
| Fauquier            | Warrenton      | 20187 |             |        |        | N/A |
| Floyd               | Check          | 24072 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Floyd               | Copper Hill    | 24079 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Floyd               | Floyd          | 24091 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Floyd               | Indian Valley  | 24105 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Floyd               | Willis         | 24380 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fluvanna            | Bremo Bluff    | 23022 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fluvanna            | Fork Union     | 23055 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fluvanna            | Kents Store    | 23084 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fluvanna            | Palmyra        | 22963 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fluvanna            | Troy           | 22974 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Franklin            | Boones Mill    | 24065 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Franklin            | Callaway       | 24067 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Franklin            | Ferrum         | 24088 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Franklin            | Glade Hill     | 24092 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Franklin            | Hardy          | 24101 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Franklin            | Henry          | 24102 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Franklin            | Penhook        | 24137 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Franklin            | Rocky Mount    | 24151 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Franklin            | Union Hall     | 24176 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Franklin            | Wirtz          | 24184 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Franklin City       | Franklin       | 23851 |             |        |        | N/A |
| Frederick           | Clear Brook    | 22624 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Frederick           | Cross Junction | 22625 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Frederick           | Gore           | 22637 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Frederick           | Middletown     | 22645 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Frederick           | Star Tannery   | 22654 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Frederick           | Stephens City  | 22655 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Frederick           | Stephenson     | 22656 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Frederick           | Winchester     | 22602 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Frederick           | Winchester     | 22603 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Fredericksburg City | Fredericksburg | 22401 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Galax City          | Galax          | 24333 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Giles               | Eggleston      | 24086 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Giles               | Glen Lyn       | 24093 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Giles               | Narrows        | 24124 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Giles               | Newport        | 24128 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Giles               | Pearisburg     | 24134 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Giles               | Pembroke       | 24136 | 152/158/929 | \$4.45 | \$6.95 | N/A |

|              |                  |       |             |        |        |     |
|--------------|------------------|-------|-------------|--------|--------|-----|
| Giles        | Rich Creek       | 24147 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Giles        | Ripplemead       | 24150 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Giles        | Staffordsville   | 24167 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Gloucester   | Dutton           | 23050 |             |        |        | N/A |
| Gloucester   | Gloucester       | 23061 |             |        |        | N/A |
| Gloucester   | Gloucester Point | 23062 |             |        |        | N/A |
| Gloucester   | Hayes            | 23072 |             |        |        | N/A |
| Goochland    | Beaumont         | 23014 |             |        |        | N/A |
| Goochland    | Columbia         | 23038 |             |        |        | N/A |
| Goochland    | Crozier          | 23039 |             |        |        | N/A |
| Goochland    | Goochland        | 23063 |             |        |        | N/A |
| Goochland    | Gum Spring       | 23065 |             |        |        | N/A |
| Goochland    | Maidens          | 23102 |             |        |        | N/A |
| Goochland    | Manakin Sabot    | 23103 |             |        |        | N/A |
| Goochland    | Oilville         | 23129 |             |        |        | N/A |
| Goochland    | Sandy Hook       | 23153 |             |        |        | N/A |
| Goochland    | State Farm       | 23160 |             |        |        | N/A |
| Grayson      | Elk Creek        | 24326 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Grayson      | Fries            | 24330 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Grayson      | Independence     | 24348 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Grayson      | Mouth of Wilson  | 24363 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Grayson      | Troutdale        | 24378 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Grayson      | Whitetop         | 24292 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Greene       | Dyke             | 22935 |             |        |        | N/A |
| Greene       | Ruckersville     | 22968 |             |        |        | N/A |
| Greene       | Stanardsville    | 22973 |             |        |        | N/A |
| Greensville  | Emporia          | 23847 |             |        |        | N/A |
| Greensville  | Jarratt          | 23867 |             |        |        | N/A |
| Greensville  | Skippers         | 23879 |             |        |        | N/A |
| Halifax      | Alton            | 24520 |             |        |        | N/A |
| Halifax      | Clover           | 24534 |             |        |        | N/A |
| Halifax      | Crystal Hill     | 24539 |             |        |        | N/A |
| Halifax      | Halifax          | 24558 |             |        |        | N/A |
| Halifax      | Nathalie         | 24577 |             |        |        | N/A |
| Halifax      | Scottsburg       | 24589 |             |        |        | N/A |
| Halifax      | South Boston     | 24592 |             |        |        | N/A |
| Halifax      | Vernon Hill      | 24597 |             |        |        | N/A |
| Halifax      | Virgilina        | 24598 |             |        |        | N/A |
| Hampton City | Fort Monroe      | 23651 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Hampton City | Hampton          | 23661 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Hampton City | Hampton          | 23663 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Hampton City | Hampton          | 23664 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Hampton City | Hampton          | 23666 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Hampton City | Hampton          | 23669 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Hanover      | Ashland          | 23005 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Hanover      | Beaverdam        | 23015 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Hanover      | Doswell          | 23047 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Hanover      | Hanover          | 23069 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Hanover      | Mechanicsville   | 23116 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Hanover      | Mechanicsville   | 23111 | 152/158/929 | \$4.45 | \$6.95 | N/A |

|                   |                            |       |             |        |        |     |
|-------------------|----------------------------|-------|-------------|--------|--------|-----|
| Hanover           | Montpelier                 | 23192 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Hanover           | Rockville                  | 23146 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Harrisonburg City | Harrisonburg               | 22801 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Harrisonburg City | Harrisonburg               | 22802 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Harrisonburg City | Harrisonburg               | 22803 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Henrico           | Glen Allen                 | 23059 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Henrico           | Glen Allen                 | 23060 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Henrico           | Highland Springs           | 23075 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Henrico           | Richmond                   | 23226 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Henrico           | Richmond                   | 23227 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Henrico           | Richmond                   | 23228 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Henrico           | Richmond                   | 23229 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Henrico           | Richmond                   | 23230 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Henrico           | Richmond                   | 23231 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Henrico           | Richmond                   | 23238 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Henrico           | Richmond                   | 23250 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Henrico           | Richmond                   | 23294 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Henrico           | Richmond                   | 23233 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Henrico           | Sandston                   | 23150 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Henry             | Axton                      | 24054 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Henry             | Bassett                    | 24055 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Henry             | Collinsville               | 24078 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Henry             | Fieldale                   | 24089 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Henry             | Ridgeway                   | 24148 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Henry             | Spencer                    | 24165 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Henry             | Stanleytown                | 24168 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Highland          | Blue Grass                 | 24413 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Highland          | Doe Hill                   | 24433 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Highland          | Head Waters                | 24442 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Highland          | Mc Dowell                  | 24458 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Highland          | Monterey                   | 24465 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Highland          | Mustoe                     | 24468 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Hopewell City     | Hopewell                   | 23860 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Isle of Wight     | Carrollton                 | 23314 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Isle of Wight     | Carrsville                 | 23315 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Isle of Wight     | Smithfield                 | 23430 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Isle of Wight     | Windsor                    | 23487 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Isle of Wight     | Zuni                       | 23898 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| James City        | Toano                      | 23168 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| James City        | Williamsburg               | 23185 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| James City        | Williamsburg               | 23188 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| King and Queen    | Bruington                  | 23023 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| King and Queen    | King and Queen Court House | 23085 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| King and Queen    | Little Plymouth            | 23091 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| King and Queen    | Mascot                     | 23108 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| King and Queen    | Mattaponi                  | 23110 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| King and Queen    | Newtown                    | 23126 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| King and Queen    | Saint Stephens Church      | 23148 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| King and Queen    | Shacklefords               | 23156 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| King and Queen    | Stevensville               | 23161 | 152/158/929 | \$4.45 | \$6.95 | N/A |

|                |                  |       |             |        |        |     |
|----------------|------------------|-------|-------------|--------|--------|-----|
| King and Queen | Walkerton        | 23177 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| King George    | Dahlgren         | 22448 |             |        |        | N/A |
| King George    | King George      | 22485 |             |        |        | N/A |
| King William   | Aylett           | 23009 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| King William   | King William     | 23086 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| King William   | Manquin          | 23106 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| King William   | West Point       | 23181 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Lancaster      | Irvington        | 22480 |             |        |        | N/A |
| Lancaster      | Kilmarnock       | 22482 |             |        |        | N/A |
| Lancaster      | Lancaster        | 22503 |             |        |        | N/A |
| Lancaster      | Weems            | 22576 |             |        |        | N/A |
| Lancaster      | White Stone      | 22578 |             |        |        | N/A |
| Lee            | Blackwater       | 24221 |             |        |        | N/A |
| Lee            | Dryden           | 24243 |             |        |        | N/A |
| Lee            | Ewing            | 24248 |             |        |        | N/A |
| Lee            | Jonesville       | 24263 |             |        |        | N/A |
| Lee            | Keokee           | 24265 |             |        |        | N/A |
| Lee            | Pennington Gap   | 24277 |             |        |        | N/A |
| Lee            | Rose Hill        | 24281 |             |        |        | N/A |
| Lee            | Saint Charles    | 24282 |             |        |        | N/A |
| Lexington City | Lexington        | 24450 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Loudoun        | Aldie            | 20105 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Loudoun        | Arcola           | 20107 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Loudoun        | Ashburn          | 20147 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Loudoun        | Ashburn          | 20148 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Loudoun        | Chantilly        | 20152 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Loudoun        | Dulles           | 20189 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Loudoun        | Hamilton         | 20158 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Loudoun        | Leesburg         | 20175 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Loudoun        | Leesburg         | 20176 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Loudoun        | Lovettsville     | 20180 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Loudoun        | Middleburg       | 20117 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Loudoun        | Paeonian Springs | 20129 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Loudoun        | Purcellville     | 20132 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Loudoun        | Round Hill       | 20141 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Loudoun        | Sterling         | 20164 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Loudoun        | Sterling         | 20165 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Loudoun        | Sterling         | 20166 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Loudoun        | Waterford        | 20197 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Louisa         | Bumpass          | 23024 |             |        |        | N/A |
| Louisa         | Louisa           | 23093 |             |        |        | N/A |
| Louisa         | Mineral          | 23117 |             |        |        | N/A |
| Lunenburg      | Dundas           | 23938 |             |        |        | N/A |
| Lunenburg      | Kenbridge        | 23944 |             |        |        | N/A |
| Lunenburg      | Lunenburg        | 23952 |             |        |        | N/A |
| Lunenburg      | Victoria         | 23974 |             |        |        | N/A |
| Lynchburg City | Lynchburg        | 24501 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Lynchburg City | Lynchburg        | 24502 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Lynchburg City | Lynchburg        | 24503 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Lynchburg City | Lynchburg        | 24504 | 152/158/929 | \$4.45 | \$6.95 | N/A |

|                   |                  |       |             |        |        |     |
|-------------------|------------------|-------|-------------|--------|--------|-----|
| Madison           | Aroda            | 22709 |             |        |        | N/A |
| Madison           | Banco            | 22711 |             |        |        | N/A |
| Madison           | Brightwood       | 22715 |             |        |        | N/A |
| Madison           | Etlan            | 22719 |             |        |        | N/A |
| Madison           | Haywood          | 22722 |             |        |        | N/A |
| Madison           | Hood             | 22723 |             |        |        | N/A |
| Madison           | Leon             | 22725 |             |        |        | N/A |
| Madison           | Locust Dale      | 22948 |             |        |        | N/A |
| Madison           | Madison          | 22727 |             |        |        | N/A |
| Madison           | Oakpark          | 22730 |             |        |        | N/A |
| Madison           | Pratts           | 22731 |             |        |        | N/A |
| Madison           | Radiant          | 22732 |             |        |        | N/A |
| Madison           | Reva             | 22735 |             |        |        | N/A |
| Madison           | Rochelle         | 22738 |             |        |        | N/A |
| Madison           | Syria            | 22743 |             |        |        | N/A |
| Manassas City     | Manassas         | 20110 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Martinsville City | Martinsville     | 24112 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Mathews           | Bohannon         | 23021 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Mathews           | Cardinal         | 23025 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Mathews           | Cobbs Creek      | 23035 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Mathews           | Diggs            | 23045 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Mathews           | Foster           | 23056 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Mathews           | Hudgins          | 23076 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Mathews           | Mathews          | 23109 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Mathews           | Moon             | 23119 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Mathews           | New Point        | 23125 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Mathews           | North            | 23128 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Mathews           | Onemo            | 23130 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Mathews           | Port Haywood     | 23138 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Mathews           | Susan            | 23163 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Mecklenburg       | Baskerville      | 23915 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Mecklenburg       | Boydton          | 23917 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Mecklenburg       | Bracey           | 23919 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Mecklenburg       | Buffalo Junction | 24529 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Mecklenburg       | Chase City       | 23924 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Mecklenburg       | Clarksville      | 23927 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Mecklenburg       | La Crosse        | 23950 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Mecklenburg       | Nelson           | 24580 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Mecklenburg       | Skipwith         | 23968 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Mecklenburg       | South Hill       | 23970 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Middlesex         | Church View      | 23032 |             |        |        | N/A |
| Middlesex         | Deltaville       | 23043 |             |        |        | N/A |
| Middlesex         | Hardyville       | 23070 |             |        |        | N/A |
| Middlesex         | Hartfield        | 23071 |             |        |        | N/A |
| Middlesex         | Jamaica          | 23079 |             |        |        | N/A |
| Middlesex         | Locust Hill      | 23092 |             |        |        | N/A |
| Middlesex         | Saluda           | 23149 |             |        |        | N/A |
| Middlesex         | Topping          | 23169 |             |        |        | N/A |
| Middlesex         | Urbanna          | 23175 |             |        |        | N/A |
| Middlesex         | Wake             | 23176 |             |        |        | N/A |

|                   |                  |       |             |        |        |     |
|-------------------|------------------|-------|-------------|--------|--------|-----|
| Middlesex         | Water View       | 23180 |             |        |        | N/A |
| Montgomery        | Blacksburg       | 24060 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Montgomery        | Christiansburg   | 24073 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Montgomery        | Elliston         | 24087 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Montgomery        | Pilot            | 24138 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Montgomery        | Riner            | 24149 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Montgomery        | Shawsville       | 24162 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Nelson            | Afton            | 22920 |             |        |        | N/A |
| Nelson            | Arrington        | 22922 |             |        |        | N/A |
| Nelson            | Faber            | 22938 |             |        |        | N/A |
| Nelson            | Gladstone        | 24553 |             |        |        | N/A |
| Nelson            | Lovingston       | 22949 |             |        |        | N/A |
| Nelson            | Montebello       | 24464 |             |        |        | N/A |
| Nelson            | Nellysford       | 22958 |             |        |        | N/A |
| Nelson            | Norwood          | 24581 |             |        |        | N/A |
| Nelson            | Piney River      | 22964 |             |        |        | N/A |
| Nelson            | Roseland         | 22967 |             |        |        | N/A |
| Nelson            | Schuyler         | 22969 |             |        |        | N/A |
| Nelson            | Shipman          | 22971 |             |        |        | N/A |
| Nelson            | Tyro             | 22976 |             |        |        | N/A |
| New Kent          | Barhamsville     | 23011 |             |        |        | N/A |
| New Kent          | Lanexa           | 23089 |             |        |        | N/A |
| New Kent          | New Kent         | 23124 |             |        |        | N/A |
| New Kent          | Providence Forge | 23140 |             |        |        | N/A |
| New Kent          | Quinton          | 23141 |             |        |        | N/A |
| Newport News City | Fort Eustis      | 23604 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Newport News City | Newport News     | 23605 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Newport News City | Newport News     | 23606 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Newport News City | Newport News     | 23607 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Newport News City | Newport News     | 23608 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Newport News City | Newport News     | 23601 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Newport News City | Newport News     | 23602 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Newport News City | Newport News     | 23603 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Norfolk City      | Norfolk          | 23502 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Norfolk City      | Norfolk          | 23503 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Norfolk City      | Norfolk          | 23504 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Norfolk City      | Norfolk          | 23505 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Norfolk City      | Norfolk          | 23507 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Norfolk City      | Norfolk          | 23508 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Norfolk City      | Norfolk          | 23509 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Norfolk City      | Norfolk          | 23510 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Norfolk City      | Norfolk          | 23511 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Norfolk City      | Norfolk          | 23513 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Norfolk City      | Norfolk          | 23517 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Norfolk City      | Norfolk          | 23518 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Norfolk City      | Norfolk          | 23519 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Norfolk City      | Norfolk          | 23520 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Norfolk City      | Norfolk          | 23521 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Norfolk City      | Norfolk          | 23523 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Northampton       | Birdsnest        | 23307 | 152/158/929 | \$4.45 | \$6.95 | N/A |

|                 |                 |       |             |        |        |     |
|-----------------|-----------------|-------|-------------|--------|--------|-----|
| Northampton     | Cape Charles    | 23310 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Northampton     | Exmore          | 23350 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Northampton     | Franktown       | 23354 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Northampton     | Machipongo      | 23405 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Northumberland  | Burgess         | 22432 |             |        |        | N/A |
| Northumberland  | Callao          | 22435 |             |        |        | N/A |
| Northumberland  | Heathsville     | 22473 |             |        |        | N/A |
| Northumberland  | Lottsburg       | 22511 |             |        |        | N/A |
| Northumberland  | Reedville       | 22539 |             |        |        | N/A |
| Norton City     | Norton          | 24273 |             |        |        | N/A |
| Nottoway        | Blackstone      | 23824 |             |        |        | N/A |
| Nottoway        | Burkeville      | 23922 |             |        |        | N/A |
| Nottoway        | Crewe           | 23930 |             |        |        | N/A |
| Orange          | Barboursville   | 22923 |             |        |        | N/A |
| Orange          | Burr Hill       | 22433 |             |        |        | N/A |
| Orange          | Gordonsville    | 22942 |             |        |        | N/A |
| Orange          | Locust Grove    | 22508 |             |        |        | N/A |
| Orange          | Orange          | 22960 |             |        |        | N/A |
| Orange          | Rhoadesville    | 22542 |             |        |        | N/A |
| Orange          | Somerset        | 22972 |             |        |        | N/A |
| Orange          | Unionville      | 22567 |             |        |        | N/A |
| Page            | Luray           | 22835 |             |        |        | N/A |
| Page            | Rileyville      | 22650 |             |        |        | N/A |
| Page            | Shenandoah      | 22849 |             |        |        | N/A |
| Page            | Stanley         | 22851 |             |        |        | N/A |
| Patrick         | Ararat          | 24053 |             |        |        | N/A |
| Patrick         | Claudville      | 24076 |             |        |        | N/A |
| Patrick         | Critz           | 24082 |             |        |        | N/A |
| Patrick         | Meadows of Dan  | 24120 |             |        |        | N/A |
| Patrick         | Patrick Springs | 24133 |             |        |        | N/A |
| Patrick         | Stuart          | 24171 |             |        |        | N/A |
| Patrick         | Woolwine        | 24185 |             |        |        | N/A |
| Petersburg City | Petersburg      | 23803 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Petersburg City | Petersburg      | 23805 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Pittsylvania    | Blairs          | 24527 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Pittsylvania    | Callands        | 24530 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Pittsylvania    | Cascade         | 24069 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Pittsylvania    | Chatham         | 24531 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Pittsylvania    | Dry Fork        | 24549 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Pittsylvania    | Gretna          | 24557 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Pittsylvania    | Hurt            | 24563 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Pittsylvania    | Java            | 24565 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Pittsylvania    | Keeling         | 24566 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Pittsylvania    | Long Island     | 24569 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Pittsylvania    | Pittsville      | 24139 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Pittsylvania    | Ringgold        | 24586 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Pittsylvania    | Sandy Level     | 24161 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Pittsylvania    | Sutherland      | 24594 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Poquoson City   | Poquoson        | 23662 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Portsmouth City | Portsmouth      | 23701 | 152/158/929 | \$4.45 | \$6.95 | N/A |

|                 |               |       |             |        |        |     |
|-----------------|---------------|-------|-------------|--------|--------|-----|
| Portsmouth City | Portsmouth    | 23702 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Portsmouth City | Portsmouth    | 23703 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Portsmouth City | Portsmouth    | 23704 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Portsmouth City | Portsmouth    | 23707 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Portsmouth City | Portsmouth    | 23708 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Portsmouth City | Portsmouth    | 23709 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Powhatan        | Powhatan      | 23139 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Prince Edward   | Farmville     | 23901 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Prince Edward   | Green Bay     | 23942 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Prince Edward   | Meherrin      | 23954 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Prince Edward   | Prospect      | 23960 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Prince Edward   | Rice          | 23966 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Prince George   | Disputanta    | 23842 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Prince George   | Fort Lee      | 23801 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Prince George   | Prince George | 23875 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Prince William  | Bristow       | 20136 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Prince William  | Catharpin     | 20143 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Prince William  | Dumfries      | 22025 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Prince William  | Dumfries      | 22026 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Prince William  | Gainesville   | 20155 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Prince William  | Haymarket     | 20169 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Prince William  | Manassas      | 20111 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Prince William  | Manassas      | 20112 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Prince William  | Manassas      | 20109 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Prince William  | Nokesville    | 20181 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Prince William  | Quantico      | 22134 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Prince William  | Triangle      | 22172 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Prince William  | Woodbridge    | 22191 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Prince William  | Woodbridge    | 22192 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Prince William  | Woodbridge    | 22193 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Pulaski         | Draper        | 24324 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Pulaski         | Dublin        | 24084 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Pulaski         | Hiwassee      | 24347 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Pulaski         | Pulaski       | 24301 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Radford City    | Radford       | 24141 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Rappahannock    | Castleton     | 22716 |             |        |        | N/A |
| Rappahannock    | Flint Hill    | 22627 |             |        |        | N/A |
| Rappahannock    | Huntly        | 22640 |             |        |        | N/A |
| Rappahannock    | Sperryville   | 22740 |             |        |        | N/A |
| Rappahannock    | Washington    | 22747 |             |        |        | N/A |
| Rappahannock    | Woodville     | 22749 |             |        |        | N/A |
| Richmond        | Farnham       | 22460 |             |        |        | N/A |
| Richmond        | Warsaw        | 22572 |             |        |        | N/A |
| Richmond City   | Richmond      | 23219 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Richmond City   | Richmond      | 23220 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Richmond City   | Richmond      | 23221 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Richmond City   | Richmond      | 23222 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Richmond City   | Richmond      | 23223 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Richmond City   | Richmond      | 23224 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Richmond City   | Richmond      | 23225 | 152/158/929 | \$4.45 | \$6.95 | N/A |

|               |                        |       |             |        |        |     |
|---------------|------------------------|-------|-------------|--------|--------|-----|
| Richmond City | Richmond               | 23232 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Richmond City | Richmond               | 23298 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Roanoke       | Bent Mountain          | 24059 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Roanoke       | Catawba                | 24070 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Roanoke       | Roanoke                | 24018 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Roanoke       | Roanoke                | 24019 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Roanoke       | Vinton                 | 24179 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Roanoke City  | Roanoke                | 24011 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Roanoke City  | Roanoke                | 24012 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Roanoke City  | Roanoke                | 24013 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Roanoke City  | Roanoke                | 24014 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Roanoke City  | Roanoke                | 24015 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Roanoke City  | Roanoke                | 24016 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Roanoke City  | Roanoke                | 24017 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Rockbridge    | Fairfield              | 24435 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Rockbridge    | Glasgow                | 24555 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Rockbridge    | Goshen                 | 24439 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Rockbridge    | Natural Bridge         | 24578 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Rockbridge    | Natural Bridge Station | 24579 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Rockbridge    | Raphine                | 24472 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Rockbridge    | Rockbridge Baths       | 24473 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Rockbridge    | Vesuvius               | 24483 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Rockingham    | Bergton                | 22811 |             |        |        | N/A |
| Rockingham    | Bridgewater            | 22812 |             |        |        | N/A |
| Rockingham    | Broadway               | 22815 |             |        |        | N/A |
| Rockingham    | Criders                | 22820 |             |        |        | N/A |
| Rockingham    | Dayton                 | 22821 |             |        |        | N/A |
| Rockingham    | Elkton                 | 22827 |             |        |        | N/A |
| Rockingham    | Fulks Run              | 22830 |             |        |        | N/A |
| Rockingham    | Grottoes               | 24441 |             |        |        | N/A |
| Rockingham    | Hinton                 | 22831 |             |        |        | N/A |
| Rockingham    | Keezletown             | 22832 |             |        |        | N/A |
| Rockingham    | Linville               | 22834 |             |        |        | N/A |
| Rockingham    | Mc Gaheysville         | 22840 |             |        |        | N/A |
| Rockingham    | Mount Crawford         | 22841 |             |        |        | N/A |
| Rockingham    | Penn Laird             | 22846 |             |        |        | N/A |
| Rockingham    | Port Republic          | 24471 |             |        |        | N/A |
| Rockingham    | Singers Glen           | 22850 |             |        |        | N/A |
| Rockingham    | Timberville            | 22853 |             |        |        | N/A |
| Russell       | Castlewood             | 24224 |             |        |        | N/A |
| Russell       | Cleveland              | 24225 |             |        |        | N/A |
| Russell       | Dante                  | 24237 |             |        |        | N/A |
| Russell       | Honaker                | 24260 |             |        |        | N/A |
| Russell       | Lebanon                | 24266 |             |        |        | N/A |
| Russell       | Rosedale               | 24280 |             |        |        | N/A |
| Russell       | Swords Creek           | 24649 |             |        |        | N/A |
| Salem         | Salem                  | 24153 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Scott         | Duffield               | 24244 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Scott         | Dungannon              | 24245 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Scott         | Fort Blackmore         | 24250 | 152/158/929 | \$4.45 | \$6.95 | N/A |

|               |                |       |             |        |        |     |
|---------------|----------------|-------|-------------|--------|--------|-----|
| Scott         | Gate City      | 24251 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Scott         | Hiltons        | 24258 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Scott         | Nickelsville   | 24271 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Scott         | Weber City     | 24290 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Shenandoah    | Basye          | 22810 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Shenandoah    | Edinburg       | 22824 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Shenandoah    | Fort Valley    | 22652 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Shenandoah    | Maurertown     | 22644 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Shenandoah    | Mount Jackson  | 22842 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Shenandoah    | New Market     | 22844 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Shenandoah    | Orkney Springs | 22845 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Shenandoah    | Quicksburg     | 22847 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Shenandoah    | Strasburg      | 22641 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Shenandoah    | Strasburg      | 22657 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Shenandoah    | Toms Brook     | 22660 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Shenandoah    | Woodstock      | 22664 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Smyth         | Atkins         | 24311 |             |        |        | N/A |
| Smyth         | Chilhowie      | 24319 |             |        |        | N/A |
| Smyth         | Marion         | 24354 |             |        |        | N/A |
| Smyth         | Saltville      | 24370 |             |        |        | N/A |
| Smyth         | Sugar Grove    | 24375 |             |        |        | N/A |
| Southampton   | Boykins        | 23827 |             |        |        | N/A |
| Southampton   | Branchville    | 23828 |             |        |        | N/A |
| Southampton   | Capron         | 23829 |             |        |        | N/A |
| Southampton   | Courtland      | 23837 |             |        |        | N/A |
| Southampton   | Drewryville    | 23844 |             |        |        | N/A |
| Southampton   | Ivor           | 23866 |             |        |        | N/A |
| Southampton   | Newsoms        | 23874 |             |        |        | N/A |
| Southampton   | Sedley         | 23878 |             |        |        | N/A |
| Spotsylvania  | Fredericksburg | 22407 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Spotsylvania  | Fredericksburg | 22408 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Spotsylvania  | Partlow        | 22534 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Spotsylvania  | Spotsylvania   | 22553 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Stafford      | Fredericksburg | 22405 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Stafford      | Fredericksburg | 22406 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Stafford      | Stafford       | 22554 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Stafford      | Stafford       | 22556 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Staunton City | Staunton       | 24401 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Suffolk City  | Suffolk        | 23432 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Suffolk City  | Suffolk        | 23433 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Suffolk City  | Suffolk        | 23434 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Suffolk City  | Suffolk        | 23435 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Suffolk City  | Suffolk        | 23436 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Suffolk City  | Suffolk        | 23437 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Suffolk City  | Suffolk        | 23438 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Surry         | Dendron        | 23839 |             |        |        | N/A |
| Surry         | Elberon        | 23846 |             |        |        | N/A |
| Surry         | Spring Grove   | 23881 |             |        |        | N/A |
| Surry         | Surry          | 23883 |             |        |        | N/A |
| Sussex        | Stony Creek    | 23882 |             |        |        | N/A |

|                     |                |       |             |        |        |     |
|---------------------|----------------|-------|-------------|--------|--------|-----|
| Sussex              | Wakefield      | 23888 |             |        |        | N/A |
| Sussex              | Waverly        | 23890 |             |        |        | N/A |
| Sussex              | Yale           | 23897 |             |        |        | N/A |
| Tazewell            | Bandy          | 24602 |             |        |        | N/A |
| Tazewell            | Bluefield      | 24605 |             |        |        | N/A |
| Tazewell            | Broadford      | 24316 |             |        |        | N/A |
| Tazewell            | Cedar Bluff    | 24609 |             |        |        | N/A |
| Tazewell            | Falls Mills    | 24613 |             |        |        | N/A |
| Tazewell            | Jewell Ridge   | 24622 |             |        |        | N/A |
| Tazewell            | North Tazewell | 24630 |             |        |        | N/A |
| Tazewell            | Pounding Mill  | 24637 |             |        |        | N/A |
| Tazewell            | Richlands      | 24641 |             |        |        | N/A |
| Tazewell            | Tannersville   | 24377 |             |        |        | N/A |
| Tazewell            | Tazewell       | 24651 |             |        |        | N/A |
| Virginia Beach City | Virginia Beach | 23451 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Virginia Beach City | Virginia Beach | 23452 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Virginia Beach City | Virginia Beach | 23453 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Virginia Beach City | Virginia Beach | 23454 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Virginia Beach City | Virginia Beach | 23455 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Virginia Beach City | Virginia Beach | 23456 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Virginia Beach City | Virginia Beach | 23457 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Virginia Beach City | Virginia Beach | 23459 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Virginia Beach City | Virginia Beach | 23460 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Virginia Beach City | Virginia Beach | 23461 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Virginia Beach City | Virginia Beach | 23462 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Virginia Beach City | Virginia Beach | 23464 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Warren              | Bentonville    | 22610 |             |        |        | N/A |
| Warren              | Front Royal    | 22630 |             |        |        | N/A |
| Warren              | Linden         | 22642 |             |        |        | N/A |
| Warren              | Middletown     | 22649 |             |        |        | N/A |
| Washington          | Abingdon       | 24210 |             |        |        | N/A |
| Washington          | Abingdon       | 24211 |             |        |        | N/A |
| Washington          | Bristol        | 24202 |             |        |        | N/A |
| Washington          | Damascus       | 24236 |             |        |        | N/A |
| Washington          | Glade Spring   | 24340 |             |        |        | N/A |
| Washington          | Meadowview     | 24361 |             |        |        | N/A |
| Washington          | Mendota        | 24270 |             |        |        | N/A |
| Waynesboro City     | Waynesboro     | 22980 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Westmoreland        | Colonial Beach | 22443 |             |        |        | N/A |
| Westmoreland        | Hague          | 22469 |             |        |        | N/A |
| Westmoreland        | Kinsale        | 22488 |             |        |        | N/A |
| Westmoreland        | Montross       | 22520 |             |        |        | N/A |
| Winchester City     | Winchester     | 22601 |             |        |        | N/A |
| Wise                | Appalachia     | 24216 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Wise                | Big Stone Gap  | 24219 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Wise                | Coeburn        | 24230 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Wise                | Pound          | 24279 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Wise                | Saint Paul     | 24283 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Wise                | Wise           | 24293 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| Wythe               | Austinville    | 24312 |             |        |        | N/A |

|       |                |       |             |        |        |     |
|-------|----------------|-------|-------------|--------|--------|-----|
| Wythe | Barren Springs | 24313 |             |        |        | N/A |
| Wythe | Cripple Creek  | 24322 |             |        |        | N/A |
| Wythe | Crockett       | 24323 |             |        |        | N/A |
| Wythe | Ivanhoe        | 24350 |             |        |        | N/A |
| Wythe | Max Meadows    | 24360 |             |        |        | N/A |
| Wythe | Rural Retreat  | 24368 |             |        |        | N/A |
| Wythe | Speedwell      | 24374 |             |        |        | N/A |
| Wythe | Wytheville     | 24382 |             |        |        | N/A |
| York  | Hampton        | 23665 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| York  | Seaford        | 23696 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| York  | Yorktown       | 23690 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| York  | Yorktown       | 23691 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| York  | Yorktown       | 23692 | 152/158/929 | \$4.45 | \$6.95 | N/A |
| York  | Yorktown       | 23693 | 152/158/929 | \$4.45 | \$6.95 | N/A |

**AQUIS COMMUNICATIONS**

| FEATURE/OPTIONS RELATED TO<br>VA STATEWIDE<br>DIGITAL/ALPHANUMERIC<br>PAGING SERVICE<br>(unlimited pages) |  | FEATURES/OPTIONS RELATED TO<br>VA STATEWIDE<br>TWO-WAY PAGING SERVICE<br>(unlimited messages/pages) |  |
|---|--|---|--|
| <u>Fee/Feature/Option</u><br><u>Description</u>   | <u>Cost/</u><br>(specify period)<br>(per-month/yr/other) | <u>Fee/Feature/Option</u><br><u>Description</u>   | <u>Cost/</u><br>(specify period)<br>(per-month/yr/other) |

|                     |                   |     |     |
|---------------------|-------------------|-----|-----|
| Lost/Stolen         | \$30.00 / \$50.00 | N/A | N/A |
| Voice Mail 120 sec. | \$3.95/month      | N/A | N/A |
| Numeric Retrieval   | \$1.00/month      | N/A | N/A |
| Custom Prompt       | \$1.00/month      | N/A | N/A |
| Group Call          | \$.50/month       | N/A | N/A |
| Second Ph Number    | \$1.00/month      | N/A | N/A |
| Broadcast Alerts    | \$1.00/month      | N/A | N/A |
| Toll Free Number    | \$4.95/month      |     |     |
| Cell Phone Forward  | \$1.95/month      |     |     |
| Page Until Pickup   | \$1.00/month      |     |     |
| Email Messaging     | \$1.95/month      |     |     |
| Message PI 3000     | \$34.95/month     |     |     |
| Message PI 1000     | \$30.95/month     |     |     |
| Overage per message | \$.25/each        |     |     |

| NATIONWIDE<br>DIGITAL PAGER<br>EQUIPMENT LIST   |                            | NATIONWIDE<br>APPHANUMERIC PAGER<br>EQUIPMENT LIST   |                            | NATIONWIDE<br>TWO-WAY PAGER<br>EQUIPMENT LIST   |                            |
|---|----------------------------|--|----------------------------|---|----------------------------|
| <u>BRAND/MODEL<br/>Description</u>              | <u>Repacement<br/>Cost</u> | <u>BRAND/MODEL<br/>Description</u>                   | <u>Repacement<br/>Cost</u> | <u>BRAND/MODEL<br/>Description</u>              | <u>Repacement<br/>Cost</u> |
| Motorola Pronto                                 | \$30.00                    | Motorola Advisor                                     | \$50.00                    | Motorola T900                                   | \$100.00                   |
| Motorola Bravo                                  | \$30.00                    | Sun Tel Titan 3                                      | \$50.00                    |   |                            |
| Sun Tel ST800                                   | \$30.00                    |  |                            |   |                            |
| <b>AQUIS COMMUNICATIONS</b>                     |                            |  |                            |   |                            |
| VA STATEWIDE<br>DIGITAL PAGER<br>EQUIPMENT LIST |                            | VA STATEWIDE<br>APPHANUMERIC PAGER<br>EQUIPMENT LIST |                            | VA STATEWIDE<br>TWO-WAY PAGER<br>EQUIPMENT LIST |                            |
| <u>BRAND/MODEL<br/>Description</u>              | <u>Repacement<br/>Cost</u> | <u>BRAND/MODEL<br/>Description</u>                   | <u>Repacement<br/>Cost</u> | <u>BRAND/MODEL<br/>Description</u>              | <u>Repacement<br/>Cost</u> |
| Motorola Pronto                                 | \$30.00                    | Motorola Advisor                                     | \$50.00                    | N/A   | N/A                        |
| Motorola Bravo                                  | \$30.00                    | Sun Tel Titan 3                                      | \$50.00                    |   |                            |
| Sun Tel ST800                                   | \$30.00                    |  |                            |   |                            |

**CONTRACTUAL TERMS AND CONDITIONS  
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**IFB 2011-10**  
**PAGING PRODUCTS AND SERVICES**  
**CONTRACTUAL TERMS AND CONDITIONS**  
**TELECOMMUNICATIONS SERVICES CONTRACT**

THIS TELECOMMUNICATIONS SERVICES CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia, and Supplier to be effective as of the date in set forth on the signature page of this Contract ("Effective Date").

**1. PURPOSE AND SCOPE**

This Contract sets forth the terms and conditions under which Supplier shall provide paging products and services to any public body as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia, on, either or both, a nationwide or Virginia statewide basis.

**2. DEFINITIONS**

**A. Acceptance**

Acceptance shall take the form of successful performance of the Services at the designated location, or completed Acceptance testing in conformance with the requirements as determined by VITA in the applicable order.

**B. Confidential Information**

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order issued hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

**C. Party**

Supplier, VITA, or a public body (as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia) which is a recipient of Supplier's Services.

**D. Service**

Any work performed or service provided by Supplier under this Contract for the benefit of VITA or any other public body on whose behalf VITA has placed an order with Supplier.

**E. Supplier**

Means the Supplier and any of its Affiliates (i.e., an entity that controls, is controlled by, or is under common control with Supplier).

**F. Telecommunications Service Order (TSO)**

An order for telecommunications services issued by VITA to a supplier of telecommunications services. For purposes of this Contract, a TSO shall refer to an order for Services, in substantially the form of Exhibit C to this Contract, issued by VITA to Supplier. Any TSO shall constitute an order.

**G. Warranty Period**

All Services purchased under this Contract remain under warranty for the time period commencing after acceptance by VITA and continuing through expiration of the Contract or discontinuance of the Services at the discretion of VITA.

### 3. TERM AND TERMINATION

#### A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding through June 30, 2013. VITA, at its sole option, may extend the term of this Contract for up to three (3) additional one (1) year periods after the expiration of the initial contract term. VITA will issue a written notification to the Supplier stating the extension period, not less than thirty (30) days prior to the expiration of any current term.

#### B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason

#### C. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, for breach and/or default of Supplier. Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or an order issued hereunder, in whole or in part. Such termination shall be deemed a Termination for Breach or Termination for Default. Any such termination shall be deemed a Termination for Breach or a Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352 or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach. VITA shall provide written notice to Supplier of such termination and Supplier shall provide written notice to VITA if Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier..

#### D. Termination for Non-Appropriation of Funds

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate any order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

#### E. Effect of Termination

Upon termination, neither the Commonwealth, nor VITA, shall have any future liability except for Services rendered by Supplier prior to the termination date of the Contract or order.

In the event of a Termination for Breach or Termination for Default, neither the Commonwealth, nor VITA, nor any public body, shall have any future liability except for Services accepted prior to the termination date. Supplier shall refund any monies paid by VITA for Services that were not accepted by VITA.

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

#### F. Transition of Services

Prior to or upon expiration or termination of this Contract, Supplier shall provide all assistance reasonably required to transition Services to any other supplier with whom VITA contracts for provision of services identical or similar to the Services provided by Supplier pursuant to this Contract. This obligation may extend beyond expiration or termination of the Contract for a period

not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier or a termination due to Supplier's status as a party excluded from Federal Procurement and Nonprocurement Programs, Supplier shall provide such assistance at no charge or fee to VITA otherwise, Supplier shall provide such assistance at a reasonable hourly rate or a charge agreed upon by Supplier and VITA.

**G. Contract Kick-Off Meeting**

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA and/or other CoVa Agency project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and Sales/IFA reporting, as applicable, and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager.

**H. Contract Closeout**

Prior to the contract's expiration date, Supplier may be provided contract close out documentation and shall complete, sign and return to VITA Supply Chain Management within 30 days of receipt. This documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, SWaM Reports Completion Certificate, Sales Reports/IFA Payments Completion Certificate, and Final Payment Certificate. Supplier is required to process these as requested to ensure completion of close-out administration and to maintain a positive performance reputation with the Commonwealth of Virginia. Any closeout documentation not received within 30 days of Supplier's receipt of our request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier, including final payment, until the documentation is returned.

**4. SERVICES**

**A. Nature of Services and Engagement**

Supplier is an independent contractor engaged to perform certain Services, including but not limited to installation and/or support activities for public bodies as described in Exhibit B and Exhibit A, Pricing. VITA reserves the right to order any of Supplier's Services at any time during the term of this Contract or any extension thereto. Notwithstanding all VITA's rights to obtain Supplier's Services under this Contract, neither VITA nor any public body is under any obligation to purchase any of Supplier's Services. This Contract is non-exclusive and VITA and all public bodies may, at their sole discretion and in accordance with applicable law and regulation, purchase, license or otherwise receive benefits from third party suppliers of services similar to, or in competition with, the services provided by Supplier.

**B. Subcontractors**

If Supplier subcontracts the provision of Services under this Contract to any other party, Supplier (i) shall act as prime contractor and shall be the sole point of contact with regard to all obligations under this Contract, and (ii) hereby represents and warrants that any authorized subcontractors performing the Services shall perform the Services in accordance with the warranties set forth in this Contract. Supplier shall not subcontract any Services pursuant to this Contract to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs or to any subcontractor that is debarred by the Commonwealth of Virginia from providing the Services covered by this Contract.

**C. Substitution of Services**

During the term of this Contract, the Supplier is not authorized to substitute for any Service identified in Exhibit A, Pricing, a service not identified in Exhibit A, Pricing. Violation of this condition may be considered grounds for termination of the Contract. Supplier is not authorized to substitute for any Service identified in Exhibit A, Pricing, any other Service identified in Exhibit A, Pricing, without the written permission of VITA. Violation of this condition may be considered grounds for termination of the Contract.

**5. SUPPLIER PERSONNEL**

**A. Selection and Management of Supplier Personnel**

Supplier shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions of such employees, agents, and subcontractors, and shall ensure that such employees, agents, and subcontractors comply with the appropriate public body's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws and regulations, including those related to imports and exports. The public body on whose site Supplier is performing Services shall have the right to require the immediate removal from its premises of any employee, subcontractor or agent of Supplier whom such public body believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

**B. Supplier Personnel Supervision**

Supplier acknowledges that Supplier, or any of its agents, contractors, or subcontractors, is and shall be the employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel.

**6. GENERAL WARRANTY**

With respect to the Services provided by Supplier, Supplier represents and warrants the following:

**A. Ownership**

Supplier has the right to provide the Services and, to the best of its knowledge, the provision of such Services does not violate or infringe any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

**B. Performance**

- All Services shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in Supplier's profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all Services furnished under this Contract;
- The Services are pursuant to a particular solicitation, and therefore such Services and Deliverables shall be fit for the stated purposes specified by VITA and Supplier is possessed of superior knowledge with respect to the Services and is aware that VITA and public bodies on whose behalf VITA acquires Supplier's Services are relying on Supplier's skill and judgment in providing the Services;
- The Services shall meet or exceed the stated requirements;
- Any documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a properly trained user to fully utilize the Services without reference to any other materials or information.

**C. Services Warranty and Remedy**

Throughout the Contract term, including any extensions thereto, Supplier shall respond to reports of interruption of Service and acknowledge all requests for restoration of Service with a status

report within one (1) hour after notification by VITA that a Service failure has occurred. Supplier shall include in its status report a description of the failure and the estimated time to repair/restore Services.

Supplier's response may be on-site or from a remote location based on the Supplier's determination of the source of Service failure. If an on-site response is required, then the Supplier's repair personnel shall be on-site and working to restore Service within four (4) hours after notification of Service failure.

**D. Supplier's Viability**

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

**E. Supplier's Past Experience**

Supplier warrants that the Services have been successfully performed for a non-related third-party without significant problems due to the Services or Supplier.

**F. Malicious Code**

Supplier has used its best efforts through quality assurance procedures to ensure that there are no computer viruses or undocumented features in any of the media or means used to deliver the Services. Supplier has used the best available means to scan any media on which Services are provided.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

**7. ORDERS AND COMPENSATION**

**A. Telecommunications Service Orders**

VITA shall have the exclusive authority to order all Services. To order Services VITA will issue a written Telecommunications Service Order (TSO) to the Supplier for any Service(s) identified herein. A valid TSO should (i) reference the Contract number; (ii) be signed by an ordering officer authorized to contractually bind the Commonwealth; and (iii) identify the Service(s) to be acquired, the price for each Service (in accordance with this Contract, including Exhibit A, Pricing), the required Service Commencement Date for each Service, and, as applicable, the location(s) where each Service shall be performed. In no event shall a TSO include a request for any service not identified in this Contract.

Upon receipt of a written TSO, the Supplier shall process such TSO and return a Service Order containing the following information:

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

VITA's standard TSO template is provided as Exhibit C.

**B. Ordering Officer(s)**

VITA will designate in writing any individual authorized (Ordering Officers ) to issue orders for the Services. Notwithstanding anything to the contrary, the Commonwealth will make payment only pursuant to a valid order executed by an Ordering Officer. The authorized Ordering Officers for this Contract are listed in Exhibit E, which may change from time to time.

**C. Purchase Price and Price Protection**

Exhibit A, Pricing, sets forth the fees and the applicable discounts. VITA shall not be required to pay any additional costs above those costs provided for in Exhibit A, Pricing. Supplier may submit to VITA a request for an increase in such fees or a decrease in such discounts. Such request must be accompanied by written documentation to VITA demonstrating the additional value reflected by such increase in fee or decrease in discount. VITA may, in its sole discretion, agree to a modification of this Contract to effectuate such increase in fees or decrease in discounts.

Any price decrease effectuated during the Contract term, or any extension thereto, by reason of market change shall be passed on to VITA. This decrease shall be effective on the date the price decrease is announced to the general public.

At all times during the term of this Contract and any extensions thereto, Supplier's prices on Exhibit A, Pricing, shall at all times comply with §§ 56-234 et seq. of the Code of Virginia. Supplier's failure to comply with the aforementioned statute shall be grounds for termination of the Contract or any order issued hereunder for default and/or breach; and VITA may pursue any remedies available at law or in equity with regard to such failure to comply.

**D. Invoice and Payment Terms**

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order, in whole or in part, for those services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

Supplier shall deliver to VITA one consolidated monthly invoice for all services ordered by and billable to VITA pursuant to this Contract. VITA is not obligated to pay against an invoice that is not readable and verifiable.

Supplier is responsible for the accuracy of its billing information. Charges for Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid.

If there are any disputed items, VITA shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if Supplier does not concur with VITA, shall provide VITA with documentation to support the charge within fifteen (15) days of notification of the disputed amount. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, VITA may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed.

**E. Invoice Procedures**

Supplier shall promptly remit each invoice to the "bill-to" address provided with the order. Supplier shall submit invoices for monthly recurring charges monthly in advance and for usage-based or other miscellaneous charges in arrears. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with Exhibit A, Pricing. In addition, all Services provided under this Contract shall be billed by the Supplier at the Contract price, regardless of which public body is benefiting from the Services. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit A, Pricing, or as noted in the executed order. Invoices issued by the Supplier shall identify at a minimum:

- Service type and description, with charges identified at the lowest level of detail (i.e., phone level)
- Applicable order date
- This Contract number and the applicable order number
- Supplier's Federal Employer Identification Number (FEIN).

No invoice will be paid without adequate billing details. If available, charges should be provided on electronic media at the detail level.

Any credits due VITA under the terms of this Contract may be applied against Supplier's invoices to VITA on the same account with appropriate information attached.

The Parties agree that any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any other public body.

**F. Small Business Participation**

By the 10th day of every month, Supplier shall submit to VITA the Small Business Subcontracting Monthly Report (template to be provided). Supplier's report should include spend on all Supplier's contracts with second-tier suppliers which provide products or services under this Contract. The report should specify the amount of such spend provided to Virginia Department of Minority Business Enterprise (DMBE)-certified small businesses. Supplier shall submit the report to [SWaM@vita.virginia.gov](mailto:SWaM@vita.virginia.gov).

**8. CONFIDENTIALITY**

**A. Treatment and Protection**

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, VITA or any public body recipient of Supplier's Services may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of VITA or such public body that are bound by non-disclosure contracts with VITA or such public body. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

**B. Exclusions**

The term "Confidential Information" shall not include information that is:

- i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

**C. Return or Destruction**

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing public body, including VITA, Supplier shall (i) at its own expense, (a) promptly return to the disclosing public body all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing public body, or (b) upon written request from the

disclosing public body, destroy such Confidential Information and provide the disclosing public body with written certification of such destruction, and (ii) cease all further use of the public body's Confidential Information, whether in tangible or intangible form.

VITA, or the public body recipient of Supplier's Services, shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if such public body is not subject to such policies, in accordance with such public body's own records retention policies.

## **9. INDEMNIFICATION AND LIABILITY**

### **A. Indemnification**

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all losses, damages claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Services provided by Supplier, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that the provision of Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for VITA the right to continue use of such infringing Services, or any component thereof; or (b) replace or modify such infringing Services, or any component thereof, with non-infringing services satisfactory to VITA. And in addition, Supplier shall provide VITA with comparable temporary replacement services, or reimburse VITA for the reasonable costs incurred by VITA in obtaining alternative services in the event VITA cannot benefit from the affected Services. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing component of the Services, along with any other components rendered unusable by VITA as a result of the infringing component, and refund the price paid to Supplier for such components.

### **B. Liability**

Except for liability with respect to (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) claims for bodily injury, including death, and real and tangible

property damage, (iv) Supplier's indemnification obligations, (v) Supplier's confidentiality obligations, and (vi) Supplier's security compliance obligations, Supplier's liability shall be limited to twice the aggregate value of the Services provided under this Contract. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct.

FOR ALL OTHER CONTRACTUAL CLAIMS, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

## **10. SECURITY COMPLIANCE**

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (<http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs>) or a successor URL(s), as are pertinent to Supplier's operation. Supplier shall also comply with all applicable federal, state and local laws and regulations. Security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Commonwealth information with which such employees and agents come into contact while at the VITA site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Supplier or an employee or agent of Supplier shall constitute a breach of its obligations under this Section and the Contract.

Supplier shall immediately notify VITA of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by VITA to Supplier. Supplier shall provide VITA the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

Supplier shall indemnify, defend, and hold the Commonwealth, VITA, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

## **11. BANKRUPTCY**

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract or any order issued hereunder on notice to Supplier unless Supplier immediately gives VITA adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by the VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect VITA's right to pursue or enforce any of its rights under this Contract or otherwise.

## 12. IMPORT/EXPORT

In addition to compliance by Supplier with all export laws and regulations, VITA requires that any data deemed "restricted" or "sensitive" by either federal or state authorities, must only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the boundaries of the United States.

## 13. GENERAL PROVISIONS

### A. Relationship Between VITA, Public Bodies, and Supplier

Supplier has no authority to contract for VITA or any public body or in any way to bind, to commit VITA or any public body to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any public body. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered an agent or an employee of VITA or any public body, and neither VITA nor any public body shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any public body is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any public body, shall be reimbursed by Supplier upon demand by VITA or such public body.

### B. Licenses and Permits

Supplier shall be responsible for obtaining all rights-of-way, licenses, and/or permits required by applicable authorities in order to perform installation Services at the location(s) specified on any order issued pursuant to this Contract.

### C. Incorporated Contractual Provisions

The then-current contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, and that are hereby incorporated by reference:

<http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>

The then-current contractual provisions at the following URL are required contractual provisions, required by law or by VITA, that apply to this VITA-specific Contract that is partially or wholly funded by the American Recovery and Reinvestment Act of 2009 (ARRA) and are hereby incorporated by reference:

[http://www.vita.virginia.gov/uploadedFiles/SCM/ARRA\\_Ts\\_Cs\\_Rev3.pdf](http://www.vita.virginia.gov/uploadedFiles/SCM/ARRA_Ts_Cs_Rev3.pdf)

The then-current terms and conditions in documents posted to the aforementioned URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

### D. Compliance with the Federal Lobbying Act

Supplier's signed certification of compliance with 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act") is incorporated as Exhibit D hereto...

### E. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations

Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

**F. Dispute Resolution**

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body 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 relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

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

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such public body's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

**G. Advertising and Use of Proprietary Marks**

Supplier shall not use the name of VITA or any public body recipient of Services or refer to VITA or any such public body, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such public body. In no event may Supplier use a proprietary mark of VITA or any such public body without receiving the prior written consent of VITA or such public body.

**H. Notices**

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the US mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page. VITA or Supplier may change its address for notice purposes by giving the other Party notice of such change in accordance with this Section.

**I. No Waiver**

Any failure to enforce any terms of this Contract, including termination for breach, shall not constitute a waiver.

**J. Assignment**

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives

VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

**K. Captions**

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

**L. Severability**

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

**M. Survival**

The provisions of this Contract regarding General Warranty, Confidentiality, and Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

**N. Force Majeure**

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination.

**O. Remedies**

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA and all Commonwealth public bodies reserve any and all other remedies that may be available at law or in equity.

**P. Right to Audit**

VITA reserves the right to audit those Supplier records that relate to the Services rendered or the amounts due Supplier for such Services under this Contract. VITA's right to audit shall be limited as follows:

- Three (3) years from Service performance date;
- Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- Excludes access to Supplier cost information.

The Supplier shall not have the right to audit, or require to have audited, VITA or any public body.

**Q. Taxes—Federal, State, and Local**

The Commonwealth of Virginia is exempt from Federal excise and all State and Local taxes. Such taxes shall not be included in Contract prices. Tax certificates of exemption, Form ST-12 can be obtained online at <http://www.tax.virginia.gov/>. Deliveries against this Contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K. The Commonwealth is also exempt from paying E-911 charges.

**R. Travel**

Any travel expenses incurred by Supplier pursuant to this Contract shall be pre-approved by VITA and shall be reimbursable by VITA at the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov/>), or a successor URL(s)).

**S. Contract Administration and Account Management**

Supplier agrees that at all times during the term of this Contract an account executive (“Account Manager”), at Supplier’s senior management level, shall be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

The Account Manager’s responsibilities should include (i) resolution of technical support questions and issues which have not been resolved by Supplier’s technical support division; (ii) preparation of account information and response to and resolution of inquiries regarding billing and payment; and (iii) investigation and resolution of customer service issues and complaints.

**T. Entire Contract**

The following documents, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

- Exhibit A Pricing
- Exhibit B Service Requirements
- Exhibit C Telecommunications Service Order (TSO) Example
- Exhibit D Certification Regarding Lobbying
- Exhibit E Individuals Authorized to Order Services
- Exhibit F Paging Products and Services Requirements

This Contract, all its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier, and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, referenced by or provided with the Supplier’s bid shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor’s Manual do not apply to this Contract. This Contract may only be amended by an instrument in writing signed by VITA and Supplier.

In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit F, Exhibit A, Exhibit B, Exhibit E, then any specific order. VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

This Contract is effective as of the date set forth on the IFB front page under Section 3) AWARD.

## EXHIBIT B – SERVICE REQUIREMENTS

### A. Service Commencement Date

The Supplier shall begin delivery of Services in accordance with the Installation and Service Delivery Intervals sections herein. VITA may delay the Service commencement date by notifying the Supplier at least three (3) days before the scheduled Service commencement date.

VITA requires that Supplier provide delivery equal to or better than that provided its commercial and retail customers. Failure to comply with this provision may be considered grounds for termination of this Contract.

### B. Installation

Unless otherwise authorized in writing by VITA, Supplier shall not, in performing installation Services, interfere with the current operational telephone system and/or telecommunications cabling system of the public body which is the recipient of Supplier's Services in a manner that causes operational outages. Notwithstanding the foregoing, 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 Supplier shall notify the on-site point of contact for the public body which is the recipient of Supplier's Services of such need and shall schedule a mutually agreeable time for such modifications to be completed.

### C. Service Delivery Intervals

Once initial installation Services have been performed by Supplier and accepted by VITA at the location(s) specified on the applicable order, VITA may issue a new order for the performance of additional Services. Upon receipt of such order, Supplier shall deliver the Services specified therein, which may include making changes to, or de-installation or disconnecting of, existing services in accordance with the following time frames:

- Delivery of products and services within 72 hours from Supplier's receipt of each Telecommunications Service Order (TSO).

Supplier's failure to comply with the above identified time frames shall be deemed a default, and VITA may, at its sole discretion and in addition to all other available remedies, exercise its rights pursuant to the Term and Termination section of this Contract. Supplier shall not be deemed in default if its failure to comply is a result of the failure of the public body which is to receive Supplier's Services to provide any necessary access or support as identified in the applicable order.

### D. Acceptance

Service(s) shall be deemed accepted when VITA determines that the Services ordered meet the requirements or written criteria set forth herein and/or the applicable order. VITA shall commence Acceptance testing within a reasonable time period after commencement of the Service or within such longer time period mutually agreed upon by VITA and Supplier. VITA shall have seventy-two (72) hours, or such longer period as may be agreed upon between Supplier and VITA in an order, from completion of Services to evaluate and accept the Services ("Evaluation Period"), provided that VITA, in its sole discretion, may accept the same prior to expiration of the Evaluation Period. If the Supplier's Services fail to meet the specifications or requirements of the Contract or the applicable order, or those required by the Supplier's own technical documentation, then VITA may require the Supplier to re-perform such Services.

Supplier agrees to provide to VITA such assistance and advice as VITA may reasonably require, at no additional cost, during such Acceptance testing. Any travel expenses not included in the fixed price of an order must be pre-approved by VITA and shall be reimbursable by VITA at the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov/>, or a successor URL(s)).

Acceptance shall be effective for the purpose of making payment for Services, as applicable, provided, however, Acceptance by VITA following the evaluation period shall not be conclusive that the Services conform in all respects to the specifications and requirements of the Contract or the applicable order. In the event that nonconformance therewith is discovered by VITA after Acceptance, whether due to a latent defect or otherwise, the Supplier shall take whatever action is necessary, including but not limited to re-performance of Services, to conform the Services to the specifications and requirements of the Contract or the applicable order. The Supplier's failure to do so shall constitute a default on the Contract or the applicable order for which VITA may exercise the remedies provided in the section of the Contract entitled "Termination for Breach or Default," in addition to and not in lieu of any other remedies available at law or in equity.

**E. Cure Period**

Supplier shall correct the non-conformities identified hereunder and shall thereafter commence re-performance of Services, within fifteen (15) days of written notice of non-conformance by VITA, or as otherwise agreed between VITA and Supplier. In the event that Supplier fails to deliver a Service which meets the Requirements, VITA may, in its sole discretion: (i) reject the Service in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Service with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Service while reserving its right to revoke Acceptance if timely correction is not forthcoming. Rejection will terminate the individual order issued under this Contract, and at the sole option of VITA, the Contract. Notwithstanding the foregoing, VITA shall be entitled to pursue any other remedies that are available to it under this Contract and at law or in equity.

**F. Service Performance Standard**

Following acceptance of the initial installation Services, the Supplier shall continue to provide the same level of Services pursuant to the individual order and shall maintain such Services at the same availability and quality levels for the term of such order.

**G. Service Levels and Remedies**

Supplier shall provide a technical or customer support center for the reporting of technical service problems encountered by VITA or any other public body recipient of Supplier's Services while using the Services. The technical or customer support center shall be staffed and available twenty-four (24) hours per day, seven (7) days a week, including weekends and holidays.

VITA shall be rebated, or credited, a prorated hourly portion of the applicable monthly service charges for each occurrence during which VITA or the public body which is the recipient of Supplier's Services is denied use of the Service due to Service failures and disruptions for four (4) or more hours 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 VITA or the public body which is the recipient of Supplier's Services is denied access to the Service.

In addition, VITA shall be rebated, or credited, a prorated hourly portion of the applicable monthly service charges for each occurrence during which VITA or the public body which is the recipient of Supplier's Services 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 VITA or the public body which is the recipient of Supplier's Services is denied access to the Service.

Credits and rebates are remedies available to VITA in addition to, and not in lieu of, any other remedies available pursuant to this Contract or at law or in equity.

**H. Training and Documentation**

Any training or documentation necessary for public body recipient of the Service to have full benefit of such Service shall be deemed included in the scope of the order unless expressly excluded.

Supplier shall coordinate scheduling for all training directly with the public body recipient of the Service. In conjunction with verbal explanations of the system features and configuration, Supplier shall supply documentation including operations manuals, instruction cards, and other materials as necessary for each Service. Training and training materials shall be provided at no additional cost to VITA or any other public body which is the recipient of Supplier's Services.

**I. Failure to Deliver**

In the event the Supplier fails for any reason, other than a Force Majeure event or the failure of the public body which is to receive Supplier's Services to provide any necessary access or support as identified in the applicable order, to deliver in a timely manner or according to Contract terms the Services set forth in Exhibit A, Pricing, VITA, at its sole discretion, may give Supplier written notice of default. Once notice by VITA is sent or given, VITA may, if allowable pursuant to applicable law and regulation, immediately procure services from another source. Once VITA has effected a purchase from an alternate source, in accordance with the Virginia Public Procurement Act (§2.2-4300 et seq. of the Code of Virginia), the parties agree that VITA may charge-back Supplier, in which case Supplier agrees to reimburse VITA for any difference in cost between the original Contract price and cost to VITA to cover from the alternate source. In no event shall VITA be held to pay Supplier any costs incurred by Supplier, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of notice of default by VITA. This remedy is in addition to and not in lieu of any other remedy VITA may have under this Contract or at law or in equity.



### EXHIBIT D – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature:

Lamoine Potter

Printed Name:

LAMOINE POTTER

Organization:

AOLIS COMMUNICATIONS

Date:

4/8/2011

**EXHIBIT E – INDIVIDUALS AUTHORIZED TO ORDER SERVICES**

The authorized Ordering Officers for this Contract are as follows:

Linda Brown

Margaret A. Moran

Pamela Wood-Henry

Carol Haygood

## EXHIBIT F – PAGING PRODUCTS AND SERVICES REQUIREMENTS

*It is the intent of this solicitation that the Supplier provides both Digital and Alphanumeric One-Way and Two-Way pagers and related services for use as either or both:*

- **Group 1. Nationwide** (i.e. all major U.S. cities)
- **Group 2. Statewide** (by zip code, within Virginia).

*The following requirements apply to both Nationwide and Statewide paging products and services:*

1. Pagers must use either 1.5V AA or AAA batteries, or a rechargeable battery. Each pager provided shall include sufficient battery(s), and one (1) battery-charger if a rechargeable battery is provided. Pagers remain the property of the supplier.
2. Supplier must provide choice of digital or alphanumeric One-way pagers at the same contract price.
3. A local phone number must be provided for each pager within the area code and zip code for which the pager is ordered. A Toll-Free Number, URL or unique email address must be provided as methods for sending pages at no cost, in addition to the pager's own local phone number.
4. Warranty and Maintenance repairs for all pagers will be performed via return to the supplier. Customer will pay one-way shipping to the Supplier, after obtaining a Return Authorization number from the Supplier. Supplier will receive, repair/replace and return product to customer, at no additional cost, within 24 hours of receipt by supplier.
5. Leased pagers pricing must include all warranty and maintenance charges, and one-way shipping costs.
6. Principle Period of Maintenance will be 8 AM to 5 PM, Monday through Friday, 52 weeks per year.
7. Supplier must either be the OEM of the products offered, or an authorized agent, dealer, VAR or other authorized designation, as provided by the OEM.
8. All support services must be provided by personnel authorized by the OEM.
9. Supplier must accept the provisions at the following URL: <http://www.vita.virginia.gov/uploadedFiles/SCM/StatutorilyMandatedTsandCs.pdf>, and the contractual claims provision §2.2-4363 of the Code of Virginia.
10. For any order, under a contract resulting from this solicitation, funded in whole or in part by recovery funding under the American Recovery and Reinvestment Act of 2009, the ARRA Terms and Conditions, found at the link below, shall apply to the order. [http://www.vita.virginia.gov/uploadedFiles/SCM/ARRA\\_Ts\\_and\\_Cs.pdf](http://www.vita.virginia.gov/uploadedFiles/SCM/ARRA_Ts_and_Cs.pdf)
11. Supplier must submit evidence of FCC licensure including call sign/lease ID, FRN, radio service, license expiration date and frequency licensed, for each coverage map offered. See related MS Excel file entitled "IFB 2011-10.xlsx."
12. Supplier will bill VITA directly for all paging services. VITA will be responsible for billing Authorized Users of the contract.

- 13.** VITA is the sole provider of telecommunications services to state agencies, institutions and other public bodies of the Commonwealth. VITA must recover its costs for providing, managing and billing paging services. Supplier agrees to provide VITA a 25% volume pricing discount. All contract prices offered must be inclusive of the 25% discount. The discount shall be reflected as a separate line on the monthly account bill submitted to VITA, or in an alternative, mutually agreed process.
- 14.** Supplier must provide to VITA the following detailed billing information for each pager account on all invoices:
- Invoice Number
  - Invoice date
  - Pager ID (phone Number, PIN)
  - Monthly charges
  - 25% Discount
  - Net Total monthly charges
  - Agency Name
  - Agency location
  - Credits (if any)
  - Number of pages
- In addition, the detailed billing information must list any state and federal mandated charges or fees such as Virginia Relay Service, Universal Service Fund, Federal access fees, etc. Detailed monthly invoices must be submitted to VITA not later than the 10<sup>th</sup> of each month via both electronic and paper means (email with MS Excel file attachment preferred), or other mutually agreeable means.
- 15.** Supplier must provide a named resource as a Customer Service Representative (CSR) for the duration of the contract. VITA will issue all orders through the CSR via facsimile or email, via a VITA "Telecommunications Service Order" (TSO). VITA will designate "Ordering Officers", who will sign each TSO. Only TSOs signed by a designated VITA Ordering Officer will be deemed valid contract orders.
- 16.** Orders must be fulfilled within 72 hours of TSO receipt by supplier.
- 17.** Service must be available 24x7x365, with 98% guaranteed delivery of all pages within the designated service area. For every 8 continuous hours of interrupted services, supplier will credit all effected pager accounts 1/30 of monthly service cost.