COMMONWEALTH OF VIRGINIA

DEPARTMENT OF INFORMATION TECHNOLOGY

REQUEST FOR PROPOSALS

FOR

Videoconferencing Equipment and Full Integrator Services
(VEFIS)

RFP 2001-32

Issued	**10/23/2001**
Due	**11/30/2001**

Paul H. Dodson, Director
Acquisition Services

Department of Information Technology
110 S. 7th Street
Richmond, Virginia 23219
Voice: 804.371.5900
Fax: 804.371.5969

SECTION 1: EXECUTIVE SUMMARY **4**
1.1 Summary: 4
1.2 Contents of this Request for Proposals: 4
1.3 Contact Information: 4
1.4 Closing Date and Time: 5
1.5 Mandatory Pre-Proposal Conference: 5
1.6 Acquisition Services Division Web Site: 5
1.7 Rules Regarding Late Proposals and Modifications: 5
1.8 News Releases: 5
1.9 Registered Vendors: 5
1.10 Rejection of Proposals: 6
1.11 Procurement Policies and Procedures: 6
1.12 Cost of Proposals: 6
1.13 Identification of Proposals: 6
1.14 Definition of "Mandatory" Requirements and "Desirable" Features: 7
1.15 Oral Presentation: 7
1.16 Proprietary Information: 8
1.17 Proposal Format: 8
1.18 Multiple Proposals: 9
1.19 Submission of Cost Information: 9
1.20 Nondisclosure: 9
1.21 Sub-Contractor Identification: 9
1.22 Evaluation Criteria: 10
1.23 Selection Process: 10
1.24 Site Visits 11
1.25 Review Phase: 11
1.26 Contract Negotiations: 11
1.27 Post Award Review: 12
1.28 Participation by Small Businesses, and Businesses Owned by Women and Minorities. 12
1.29 Faith-Based Organizations 12
1.30 Contractual Binding: 12
1.30 IFA 13
SECTION 2: GENERAL VENDOR INFORMATION **14**
2.1 General Information: 14
2.2 Vendor's Operating Organization: 14
2.3 Company Contact: 14
2.4 Corporate Identity: 14
2.5 Vendor Qualifications: 14
2.6 References: 14
SECTION 3: GENERAL **15**
3.1 General Information 15
3.2 Definition of Publicly Available Price List 15
3.3 Pricing 15
3.4 Substitutions 16
3.5 Acceptance 16
SECTION 4: MANDATORY REQUIREMENTS **17**

4.1 Statement of Needs 17
4.2 General 17
4.3 Account Representative 18
4.4 Toll Free Phone Number 18
4.5 Offeror's Experience and References 18
4.6 Manufacturers Videoconferencing Equipment Catalogs 19
4.7 Manufacturers Auxiliary Equipment Catalogs 19
4.8 Manufacturers Video Bridge/Multipoint Control Unit Catalogs 19
4.9 PC Based USB Systems 19
4.10 PC Based Codec Systems 19
4.11 Set-Top Systems 19
4.12 Roll-About Systems 19
4.13 Telemedicine Systems 19
4.14 MCU Systems 20
4.15 Installation 20
4.16 Methodology for Installation of Videoconferencing Equipment 20
4.17 Types and Levels of Integrator Services 20
4.18 Scheduling and Management Software 20
4.19 Product Warranties 20
4.20 Maintenance Plans 21
4.21 End-User Training 21
4.22 Problem Resolution 21
4.23 Subcontractors Used 21
4.24 Authorized User Procedures 21
4.25 Administrative Procedures Manual of Proposed VEFIS Procedures 22
SECTION 5: DESIRABLE REQUIREMENTS 23
5.1 Statement of Needs 23
5.2 General 23
5.3 Account Representative 23
5.4 Toll Free Phone Support 23
5.5 Offeror's Experience and References 23
5.6 Manufacturers Videoconferencing Equipment Catalogs 23
5.7 Manufacturers Auxiliary Equipment Catalogs 23
5.8 Manufacturers Video Bridge/Multipoint Control Unit Catalogs 23
5.9 PC Based USB Systems 23
5.10 PC Based Codec Systems 23
5.11 Set-Top Systems 24
5.12 Roll-About Systems 24
5.13 Telemedicine Systems 24
5.14 MCU Systems 24
5.15 Installation 24
5.16 Methodology for Installation of Videoconferencing Equipment 24
5.17 Types and Levels of Integrator Services 24
5.18 Scheduling and Management Software 24
5.19 Product Warranties 24
5.20 Maintenance Plans 25

5.21 End-User Training 25
5.22 Problem Resolution 25
5.23 Subcontractors Used 25
5.24 Authorized User Procedures 25
5.25 Administrative Procedures Manual 25
5.26 Additional Services 25
5.27 Niche Strengths 25
5.28 Educational Discount 25
SECTION 6: TECHNICAL QUESTIONS 26
6.1 This section intentionally left blank 26
SECTION 7: PRICING SCHEDULE 27
7.1 General 27
SECTION 8: DESIRABLE CONTRACTUAL TERMS AND CONDITIONS 40
SECTION 9: MANDATORY CONTRACTUAL TERMS AND CONDITIONS 44
APPENDIX A 70
APPENDIX B 77
APPENDIX C LIST OF PROPRIETARY INFORMATION 78
APPENDIX D - REFERENCE FOR VIDEOCONFERENCING EQUIPMENT AND FULL INTEGRATOR SERVICES 79
APPENDIX E - MINIMUM EQUIPMENT SPECIFICATIONS 82
APPENDIX F – TABLE OF CONTENTS PROCEDURES MANUAL 93

SECTION 1: EXECUTIVE SUMMARY

1.1 Summary:

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified firms in order to establish a contract through competitive negotiations for State Agencies, Institutions and other Public Bodies *as defined in Section 11-37 of the Virginia Public Procurement Act (VPPA), hereinafter referred to as "Authorized Users"* to provide Videoconferencing Equipment and Full Integrator Services (VEFIS) of that equipment. Vendors should propose discounts from catalogs of videoconferencing equipment and all auxiliary components available (such as television monitors, carts, whiteboards, tabletop audio conferencing units, document cameras, microphones, electronic stethoscopes, cables, etc.) so that Authorized Users may do "catalog shopping" for their videoconferencing equipment needs. In addition, some Authorized Users may require installation or full integrator services of their videoconferencing equipment.

Products and services are to be provided from the date of the award for two (2) years with three (3) one year renewal options to be executed at the discretion of the Commonwealth. This is an optional use contract.

After awards, benefits will allow Authorized Users availability of a full range of videoconferencing products as they evolve, fixed discount over the life of the contract period, provisions for ongoing maintenance for new and prior systems purchased under this contract period and professional integrator services. This will allow Authorized Users to purchase videoconferencing products and services according to their own specific budget, technical expertise and needs.

1.2 Contents of this Request for Proposals:

This document contains the instructions governing the proposal to be submitted; the format in which proposals are to be submitted, and the material to be submitted therein; project requirements; evaluation criteria; and contractual terms and conditions.

1.3 Contact Information:

It is the vendor's responsibility to inquire about and clarify any requirement of this RFP that is not clearly understood by the vendor. All verbal questions are discouraged. The Commonwealth will not be bound by verbal responses to questions. **All inquiries concerning this RFP should be submitted in writing to (Mark envelopes "Questions on RFP 2001-32):**

R.F. Crawford
Commonwealth of Virginia
Department of Information Technology
110 South Seventh Street – East Lobby Level
Richmond, Virginia 23219

All written inquiries **must** be received by the Issuing Office on or before the close of business 11/08/2001. Facsimiles are acceptable at (804) 371-5969 or e-mail to rcrawford@dit.state.va.us. No further written inquiries will be accepted after that date.

1.4 Closing Date and Time:

The original and seven (7) copies of the technical proposal **must** be submitted under separate cover and **must** contain the full name and address of every company bearing an interest in the proposal. The original technical proposal and cost proposal (**only one copy of the cost proposal is required**) **must** be signed by the vendor's contractually binding authority. The cost proposal **must** be submitted in a separate clearly marked and sealed package. All proposals **must** be received not later that 4:00 p.m. local time, 11/30/2001.

1.5 Mandatory Pre-Proposal Conference:

There will not be a Mandatory Pre-proposal Conference.

1.6 Acquisition Services Division Web Site:

The Acquisition Services Division (ASD) of the Department of Information Technology (DIT) maintains a web site with a URL of http://asd.state.va.us . This web site provides information about ASD and acquisitions conducted by ASD for Information Technology related items. Vendors are invited to check this site regularly. The original document, plus all changes or amendments will be found on this web site.

1.7 Rules Regarding Late Proposals and Modifications:

No proposal or modifications to a proposal will be accepted after the closing date and time. Vendors may use any means of delivery but it is the responsibility of the vendor to allow adequate time for delivery to the appropriate office. Proposals and modifications received after closing will be returned unopened.

1.8 News Releases:

No public disclosure or news release pertaining to this procurement **shall** be made without prior written approval of the Issuing Office. **FAILURE TO COMPLY WITH THIS PROVISION MAY RESULT IN THE PROPOSER BEING DISQUALIFIED.**

1.9 Registered Vendors:

PROPOSALS WILL NOT RESULT IN AWARD IF THE VENDOR IS NOT REGISTERED WITH THE DEPARTMENT OF INFORMATION TECHNOLOGY. A completed registration form **must** be on file or received by DIT (Acquisition Services Division) not later than award date. Call (804) 371-5900 to request a registration form. Vendors may also download a Vendor Application form from ASD's web site with a URL of http://asd.state.va.us if you need assistance, call (804) 371-5990.

1.10 Rejection of Proposals:

The Commonwealth of Virginia reserves the right to reject any and all proposals, in whole or in part, received in response to this request. DIT **shall** not cancel a Request for Proposals or reject any proposal solely to avoid awarding a contract to a particular responsive and responsible Offeror. In addition, DIT reserves the right to waive informalities and to delete items prior to award.

The term Offeror as referenced in this solicitation refers to the firm preparing and submitting a proposal in response to this Request for Proposals (RFP). The term Contractor refers to the firm who when awarded the contract will be responsible for services as required as a result of this solicitation.

1.11 Procurement Policies and Procedures:

Information Technology and Telecommunications procurement activity conducted by the Commonwealth of Virginia is governed by provisions of the Virginia Public Procurement Act and guided by provisions of the Vendor's Manual, December 1998, Commonwealth of Virginia (As Amended). The provisions of this RFP are intended to conform to applicable policies and procedures contained in the aforementioned MANUAL. In the event that a vendor should perceive a provision of this RFP to be at variance with a provision of the MANUAL, VENDORS ARE DIRECTED TO REGARD THE RFP PROVISION AS PREVAILING.

1.12 Cost of Proposals:

The Offeror is responsible for all costs of proposal preparation. The Commonwealth is not liable for any costs incurred by an Offeror in response to this RFP.

1.13 Identification of Proposals:

All proposals submitted for consideration **shall** be clearly marked on the outside cover of all envelopes, boxes or packages:

From: Name of Vendor
Street or P.O. Box Number
City, State, Zip Code
Due Date: 11/30/2001 Time: NLT 4:00 p.m. (Local time)
RFP Number 2001-32

Note: The technical and cost proposals **must** be submitted in separate, sealed packages with the appropriate label, i.e., "Technical Proposal" or "Cost Proposal".

1.14 Definition of "Mandatory" Requirements and "Desirable" Features:

1.14.1 Mandatory Requirements:

The use of "shall", "must", or "will" in this RFP or its' official amendments indicates a requirement or condition that is mandatory (mandatory requirement), and **shall** not be construed in any way as allowing deviation from any requirement. Deviation from mandatory requirements will not be accepted by the Commonwealth. The Commonwealth of Virginia reserves the right to reject any and all proposals and to waive minor informalities. All mandatory requirements **must** be met in order for any proposal to be considered. The vendor **must** respond to the mandatories identifying if he or she can fulfill the requirements identified herein and how the vendor proposes to meet the requirements. Substantiation to responses **must** be provided. The Commonwealth has established guidelines for offerors governing the interpretation of RFP requirements.

FAILURE TO AGREE TO THE MANDATORY TERMS AND CONDITIONS SHALL RENDER THE VENDOR'S PROPOSAL NON-RESPONSIVE AND THE VENDOR SHALL NOT BE CONSIDERED FURTHER. THE VENDOR SHALL INCLUDE IN THE PROPOSAL A STATEMENT CONFIRMING ACCEPTANCE OF THE MANDATORY TERMS AND CONDITIONS VERBATIM, LISTED IN SECTION 9 OF THIS RFP.

1.14.2 Desirable Features:

There are a number of features that are considered desirable by the Commonwealth. Those services which will enhance the overall system and performance and are not considered mandatory will be considered "desirable". Words such as "desirable", "should", "is requested", "is urged to", are important to the user in selecting a vendor, but in order to permit vendors to meet the requirements creatively, they are not specified as strictly mandatory requirements. Vendor responses to desirable services should meet stated goals, objectives, or enhance performance and identify how the proposed system meets the stated requirement. However, failure of a proposal to meet desirable requirements is not disqualifying. Vendors should document the extent to which they can meet the desirable or optional services. Proposals that provide more of the desirable features or that meet them more effectively than another proposal will be given stronger consideration in vendor selection.

1.15 Oral Presentation:

An oral presentation by the vendor may be required. If an oral presentation is required to clarify or substantiate any area contained in the vendor's response, the Issuing Office will schedule a time and place for the presentation. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and normally does not include negotiation. The response **must** be complete in all respects, as oral presentations and demonstrations MAY or MAY NOT be scheduled. All costs incurred by vendor to provide oral presentations are the responsibility of the vendor.

1.16 Proprietary Information:

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

The vendor **must** provide "Appendix C" which provides a list of all pages in the proposal that contains proprietary information along with the reason. Only pages contained in that list will be treated as proprietary. The vendor may as an option, provide a fully redacted copy of their proposal to be utilized in those circumstances where public proposal review is needed.

FAILURE TO MARK THE DATA OR OTHER MATERIALS AS STATED WILL RESULT IN THE DATA OR OTHER MATERIALS BEING RELEASED TO VENDORS OR THE PUBLIC AS PROVIDED IN THE VIRGINIA FREEDOM OF INFORMATION ACT.

1.17 Proposal Format:

The proposals should be organized in the exact order in which the requirements are presented in the RFP and should be page numbered. The proposal should contain a table of contents which cross references the RFP requirement and the specific page of the response in your proposal. Each paragraph in the proposal **must** correspond to and reference the paragraph number in the corresponding section of the RFP. The vendor **must** repeat the paragraph number, sub-letter, and text of the requirement as it is presented in the RFP. If a response covers more than one page, the vendor **must** repeat the paragraph number and sub-letter at the top of the subsequent page.

Proposals that are not organized in this manner may be eliminated from consideration for failing to specifically address the technical and contractual requirements. Vendors **must** document that they can meet mandatory requirement of the RFP and should document the extent to which they can meet the desirable or optional features.

Vendors are strongly encouraged to adhere to the following general instructions in order to bring clarity and order to the proposal preparation and subsequent evaluation process:

a. The response should be complete and comprehensive, with a corresponding emphasis on being concise and clear.

b. All proposed items should be identified as to whether they are in response to mandatory or desirable requirements. Each response to a mandatory item in the proposal **must** contain, as a minimum, a statement such as "XYZ Fully Complies".

c. Regardless of whether or not a desirable is being proposed, all desirables should be identified as to their availability and associated costs **(to appear in the "Cost Proposal" ONLY)**.

d. Elaborate bindings or literature are not necessary, but all documents should be clear and legible. Poor quality copies of materials may be rejected.

e. Vendors may submit technical information on a CD-ROM.

1.18 Multiple Proposals:

A vendor may submit one or more proposals. All proposals **must** be complete and **must** comply with all of the instructions of this RFP.

1.19 Submission of Cost Information:

All cost information **must** be signed, sealed and provided in a separate envelope. No cost information **shall** be included in the technical proposal. The cost forms in Section 7 **must** be completed and returned in a separate envelope.

The offeror's cost proposal **must** include Freight On Board (FOB) shipping and Industrial Funding Adjustment (IFA).

The vendor **must** be willing and able to successfully deliver all products and services proposed and to complete the project on a firm fixed-price basis. If the vendor desires to propose additional products and/or services that it believes would benefit the COV (but are not required to successfully complete the project as proposed), such items should be included and clearly identified as optional.

1.20 Nondisclosure:

All proposal information will be treated as confidential and will not be disclosed except as required for the purpose of evaluation. In accordance with the Virginia Public Procurement Act (VPPA) Section 11-52C1, proposals will be available for public inspection after negotiations and selection.

1.21 Sub-Contractor Identification:

The primary (prime) vendor **must** identify a contact person, by name, organization and telephone number, who will be responsible for coordinating the efforts and personnel of all parties and/or subcontractors involved in the response. This includes, but is not limited to, responses to requests for interviews, oral presentations and clarifications of responses to the RFP.

1.22 Evaluation Criteria:

All proposals received will be reviewed and evaluated by the Selection Committee using the following criteria, the order of which is not indicative of their weight or importance:

a. Offeror's qualifications and experience in offering similar Services to clients in an environment that is comparable to Commonwealth of Virginia's agencies and public bodies
b. Offeror's references
c. Participation of Small, Women-Owned and Minority-Owned Businesses
d. Methodology of providing services to the Commonwealth
e. Price
f. Breadth of Videoconferencing Equipment, Auxiliary Equipment and Services

1.23 Selection Process:

Subject to approval by the Review Committee, proposals are evaluated on the basis of the criteria enumerated in the RFP and are scored in accordance with a weighting scheme established and approved prior to the opening of any proposals.

The Commonwealth is not required to furnish a statement of the reasons why a particular proposal was not the most advantageous. It is the intent of the Commonwealth to make up to three (3) awards. Should the Issuing Office determine in writing, and in its sole discretion, that only one vendor is clearly more highly qualified than others under consideration, a contract may be negotiated and awarded to that vendor.

The proposal evaluation process involves, first, the review by a Selection Committee of all proposals received in response to the RFP to ensure that each proposal meets the mandatory requirements and the mandatory terms and conditions identified in Section 9 of this RFP. Proposals which have been determined by the Selection Committee not to have met one or more mandatory requirements or mandatory terms and conditions, and cannot be brought into compliance, are excluded from any further consideration.

The second step in the evaluation of proposals involves each Selection Committee member evaluating the vendor's technical proposal and assigning a score to each of the selection criteria based on his/her personal understanding or interpretation of each of the proposed items. It will be decided at the beginning of the process how scores are to be assigned to each of the criteria (such as from zero to four in half point increments, with two (2) as average). The full Selection Committee will then meet to discuss the scoring. Members may change their scoring, if they desire. Preliminary scoring may also be changed by committee members after oral presentations or demonstrations by the vendor. Technical scores are totaled and multiplied by the weights assigned to arrive at a cumulative score and numerical ranking. At this point, vendors may be offered the opportunity to submit revised cost proposals.

In the final step, the vendor's cost proposals will be opened by the Selection Committee. The proposed costs will be evaluated using the formula below. The technical and cost proposals

will be summed to provide a ranked list of vendors. Unless there is deemed to be one vendor that is clearly more qualified, two or more vendors deemed to be fully qualified and having the highest evaluation scores are then selected for negotiations. Vendors may be requested to provide revised pricing during this phase. The lowest price received is the basis for the application of the cost scoring formula.

The cost scoring formula for evaluating proposals is:

Cost factor = (LV/V)

Where: LV = lowest cost vendor ($)

V = vendor being evaluated ($)

Cost score = cost factor x points available for cost

1.24 Site Visits

The Commonwealth may require the vendor to arrange a visit by the selection committee to a customer site with equipment/software identical to or nearly identical to that proposed. The site should have a volume of activity similar to DIT. The site should be one of the vendor's listed references.

For planning purposes, the vendor should arrange for, and provide several dates, close to the closing date of the RFP, for the selection committee's consideration as possible visit dates. The group would consist of no more than six (6) individuals. Should the sites be outside of the Richmond area, the Commonwealth will pay for all travel, meals and lodging. The vendor may be asked to assist with arrangements to insure coordination with vendor personnel traveling to the site.

1.25 Review Phase:

A Review Committee, consisting of Commonwealth employees who do not have a direct involvement in the selection, will review the selection process and major decisions such as vendor disqualification, to ensure that the selection was fair and unbiased.

1.26 Contract Negotiations:

After selection for negotiation by the Selection Committee, DIT will negotiate with the selected Offeror(s) to establish a mutually agreeable contract. The Commonwealth reserves the right to add terms and conditions during negotiations that are mutually agreed to by both parties, which might be required for any specific additional service(s) contained in the Offeror's response to the Solicitation. At any time during negotiations, should the parties fail to agree upon a contract, the Commonwealth, at its sole discretion, may cancel negotiations with the selected Offeror and proceed to the next acceptable Offeror.

1.27 Post Award Review:

Following selection of the winning vendor(s) and formal notification, the Director, Acquisition Services Division, or his designated representative, will review the selection with other vendors on an appointment basis only. Vendors desiring to review the selection process **must** do so within 30 days after Notification of Intent to Award, or other notification as deemed applicable by DIT, is posted.

1.28 Participation by Small Businesses, and Businesses Owned by Women and Minorities.

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, and other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this contract is required. By submitting a proposal, offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in a lower evaluation ranking.

All information requested by this RFP on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses **must** be submitted. If an offeror fails to submit all information requested, the purchasing agency may require prompt submission of missing information after receipt of vendor proposals.

Instructions for providing the required information, including definitions, are included as Appendix "A" to this RFP. Forms to assist the offeror in providing the required information are also included as Appendix "A". You are not required to use the forms so long as the minimum information required is provided in the prescribed format.

1.29 Faith-Based Organizations

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

1.30 Contractual Binding:

a. This RFP, the response submitted by the successful contractor, and all amendments and written clarifications, or any portions thereof, may be incorporated into the agreement signed by the successful contractor and the Commonwealth of Virginia. If a proposal contains items or services which are not manufactured, generally supplied, or maintained by the proposing vendor, the vendor will accept full responsibility for the service as if it were the vendor's own. The Commonwealth will contract only with the prime vendor who will be responsible for the performance of and payment to any subcontractor(s).

b. Price quotations and other time dependent information contained in proposals **shall** be valid for a minimum of 120 days following the closing date.

c. SECTION 9 of this solicitation, entitled "Mandatory Terms and Conditions" for acquisition of Videoconferencing Equipment and Full Integrator Services contains the mandatory terms and conditions. These terms and conditions will be included verbatim in any agreement executed by the Department of Information Technology. **FAILURE TO AGREE TO THE MANDATORY TERMS AND CONDITIONS SHALL RENDER THE VENDOR'S PROPOSAL NON-RESPONSIVE AND ELIMINATE THE VENDOR FROM FUTHER CONSIDERATION. THE VENDOR SHALL INCLUDE IN THE PROPOSAL A STATEMENT CONFIRMING ACCEPTANCE OF THE MANDATORY TERMS AND CONDITIONS, VERBATIM LISTED IN SECTION 9 OF THIS RFP.**

d. SECTION 8 of this solicitation, entitled "Desirable Terms and Conditions", contain language the Commonwealth considers highly desirable for inclusion in any contract. The Commonwealth will consider, during negotiation, changes to the wording of these terms and conditions if the vendor proposes alternative language which the Commonwealth feels is in its' best interest to accept.

1.30 IFA

Vendors are advised to read and understand the paragraphs entitled "Contractor's Report of Sales" and "Industrial Funding Adjustment" listed in the attached Terms and Conditions.

SECTION 2: GENERAL VENDOR INFORMATION

2.1 General Information:

This section requires information about the vendor's background and experience.

2.2 Vendor's Operating Organization:

Provide an overview of the operating structure and geographical locations of the firm at the national, regional, and local levels.

2.3 Company Contact:

Provide the name, title, street address, city, state, zip code, and telephone number of the primary contact person.

2.4 Corporate Identity:

a. Provide the identity of any parent corporation.
b. Provide the identity of any subsidiaries if appropriate.

2.5 Vendor Qualifications:

a. Company name, pre-award and post-award contact persons, address, telephone number, facsimile number, e-mail addresses, Federal Identification Number and firm's web site, if applicable.

b. List of corporate officers, years in business, including a list of all corporate names the firm has used to conduct this type of business (include the dates and states of incorporation for each corporate name).

c. Those Offerors unable to provide three years of annual revenues **shall** provide verifiable evidence of as many years (or partial years) annual revenues as do exist along with a current audited financial statement.

2.6 References:

The Offeror **shall** provide references as required in Section 4. The Commonwealth will make such reasonable investigations as deemed proper and necessary to determine the ability of the Offerors to perform the contracts, and these may include, but may not be limited to, reference checks and interviews.

SECTION 3: GENERAL

3.1 General Information

3.1.1 The Commonwealth is seeking to establish multiple contracts for Videoconferencing Equipment and Full Integrator Services (VEFIS) through negotiations with qualified vendors. It is the intent of this RFP to allow Offerors to propose a robust assortment of videoconferencing, video bridge, auxiliary equipment and complete integrator services. Therefore, the Commonwealth is interested in equipment and support services from more than one manufacturer's product platform.

3.1.2 The access platforms at Authorized Users sites include but are not limited to :ISDN, IP, ATM, LAN/WAN, partial and full T-1, and DSL. Offerors should include any cards, interfaces, "black boxes", ancillary equipment, cables, etc., customarily used for the network access options cited and "turnkey" integrator services, so video equipment purchased will communicate over the Commonwealth ATM backbone with other Commonwealth video Authorized Users, as well as, video users off the state's network in their proposal.

3.1.3 Some Authorized Users may have little or no experience in videoconferencing while others may be very knowledgeable with experienced staff. Therefore, it is necessary for the Offeror to provide a complete line of services ranging from minimal support to a complete solution.

3.2 Definition of Publicly Available Price List

3.2.1 A Publicly Available Price List is a price list or catalog previously published for the general public or other entity to purchase products or services. An example would be GSA Pricing, Manufacturer's Suggested Retail Price (MSRP) List or an Offeror's Product Catalog. Proof of a catalog's existence prior to the release of this RFP may be requested.

3.3 Pricing

3.3.1 Refers to the formula by which Commonwealth (COV) pricing is determined. The COV price will be calculated by applying a discount percentage to catalog prices listed on a referenced, publicly available price list or the manufacturer's suggested retail price. An example of this is: the price list = $1,000.00, The COV discount percentage is 20%, with the resulting net price to the Commonwealth being $800.00. The referenced price lists **must** be submitted with the proposal ***in hard copy.***

3.3.2 Catalog price adjustments will be allowed to be upward or downward. Catalog price adjustments may occur only when the above referenced price list changes on a selected item. The Contractor **must** notify DIT of price list changes at a mutually agreed time interval. Adjustments to the Discount rates are allowed only when a cost savings to the Commonwealth will occur and are mutually agreed upon by the Contractor and DIT.

3.3.3 Installation and Integration rates, proposed by the Offeror and not referenced in a Publicly Available Price List, may be adjusted after the first two years and annually thereafter. Increases **must** be submitted by the Contractor to the Contract Manager, DIT and mutually agreed upon by the Contractor and DIT.

3.3.4 The vendor, from time to time, may offer "Sales" and "Authorized Users" may avail themselves of said pricing under the contract provided such pricing is available to all users of the contract. Such "Sales" **must** be for a duration of not less than 30 days and DIT **must** be notified, in writing, prior to the commencement of the "Sale" in order for contract purchases to be valid. Sales **shall** be on model lines and not specific configurations.

3.4 Substitutions

3.4.1 The Contractor may substitute or replace products that are of equal or greater value than the products ordered only upon the written authorization of the Contract Manager, DIT. Any request for substitution or replacement **must** be submitted in writing by the Contractor to the Contract Manager, DIT. The cost **shall** not exceed the price being paid for the item being substituted or replaced.

3.5 Acceptance

3.4.1 See Terms and Conditions and others as defined herein.

SECTION 4: MANDATORY REQUIREMENTS

4.1 Statement of Needs

4.1.1 It is the intention of the Commonwealth to have Offerors propose a discount percentage (either by complete catalog or categories within a catalog) to current catalog prices listed on a referenced, publicly available price list or a discount from a publicly available manufacturer's suggested retail price (see Section 3.2) for videoconferencing equipment, auxiliary equipment, installation, maintenance and warranty of that equipment and all components available for the video equipment itself such as television monitors, carts, whiteboards, tabletop audio conferencing units, document cameras, microphones, electronic stethoscopes, etc. In addition, Offerors should propose solutions for full integrator services of that equipment so Authorized Users may have one source for their complete videoconferencing needs.

4.1.2 The catalogs and price lists **shall** be used solely for purposes of defining the product offerings and prices to apply discounts. Any terms and conditions contained in the catalogs or price lists or future versions of these documents **shall** have no effect in any contract awarded by the Commonwealth of Virginia as a result of this RFP. Nothing in these documents or future versions of these documents **shall** be deemed to limit or clarify any obligation of the contractor stated in this RFP, nor **shall** it be deemed to impose any obligation on the Commonwealth.

4.1.3 Upon award, the Contactor(s) **shall** provide DIT with the appropriate manufacturers catalogs and price lists electronically (CD ROM preferred). The Contractor(s) **shall** provide the information in an industry-recognized database or in a format that can easily be imported into such a database.

4.2 General

4.2.1 The Offeror **must** provide the complete line of videoconferencing manufacturers' products and video bridge manufacturers' products, including but not limited to, hardware necessary to configure desktop, set-top, roll-about, telemedicine and video bridge/Multipoint Control Unit (MCU) videoconferencing. In addition, the Offeror **must** provide full videoconferencing product installation and integrator services.

4.2.2 In accommodating the specific Authorized User needs for auxiliary hardware to make the videoconferencing equipment and video bridges operationally complete, the contractor **must** also provide a full line of available products from auxiliary equipment manufacturers. These manufacturers may or may not be the same as the videoconferencing and video bridge equipment.

4.2.3 The Offeror **must** have a formal relationship with the manufacturers of the products it has proposed. This relationship **must** provide for statewide sales and service for the products contained in the manufacturers catalog. Proof of a formal relationship **must** be provided with the vendor bid or prior to award, if requested by DIT.

4.2.4 The Offeror **must** be able to provide all products and services proposed to all locations throughout the Commonwealth of Virginia.

4.3 Account Representative

4.3.1 The Commonwealth requires an Account Representative be named as a single point of contact for ordering, billing and problem resolution.

4.4 Toll Free Phone Number

4.4.1 Offeror **shall** provide a toll free (800, etc) phone number in order to facilitate contacting the Account Representative.

4.5 Offeror's Experience and References

4.5.1 Offeror **shall** provide an approximate number of clients that you are providing similar products and services that you are proposing.

4.5.2 Offeror **shall** provide the number of years that the firm has been in the business of providing videoconferencing equipment; the number of years providing Videoconferencing and Video Bridge/MCU installation and the number of years it has provided integrator services.

4.5.3 Offeror **shall** list locations of your physical presence in Virginia and the number of employees, summary of their qualifications, certifications and experience providing videoconferencing and Video Bridge/MCU installation support.

4.5.4 Offeror **shall** list the number of employees, not included in 4.5.3, summary of their qualifications, certifications and experience providing videoconferencing and Video Bridge/MCU installation.

4.5.5 Offeror **shall** list locations of your physical presence in Virginia and the number of employees, summary of their qualifications, certifications and experience providing videoconferencing integration services.

4.5.6 Offeror **shall** list the number of employees, not included in 4.5.5, summary of their qualifications, certifications and experience that may provide videoconferencing integration services.

4.5.7 Offeror **shall** provide seven (7) written references, preferably from government Authorized Users, similar in size and complexity to the Commonwealth, for which you have provided similar equipment and services to those proposed. At a minimum, one reference **shall** be provided for each of the categories where installation and/or integrator services and equipment were provided. These categories are: a) Desktop, b) Set-top, c) Roll-about, d) Telemedicine and e) Video bridge/Multipoint Control Unit (MCU). The Offeror **shall** use the 'Reference Form' provided in Appendix D.

4.6 Manufacturers Videoconferencing Equipment Catalogs

4.6.1 Offeror **shall** list the manufacturer(s) and provide their current catalog(s) for videoconferencing equipment it is proposing for this RFP. A Price Schedule (Section 7) **must** be completed for each manufacturer reflecting discount information.

4.7 Manufacturers Auxiliary Equipment Catalogs

4.7.1 Offeror **shall** list the manufacturers and provide their current catalogs for Auxiliary equipment it is proposing for this RFP. A Price Schedule (Section 7) **must** be completed for each manufacturer reflecting discount information.

4.8 Manufacturers Video Bridge/Multipoint Control Unit Catalogs

4.8.1 Offeror **shall** list the manufacturers and provide their current catalogs for Video Bridge/Multipoint Control Unit equipment it is proposing for this RFP. A Price Schedule (Section 7) **must** be completed for each manufacturer reflecting discount information.

4.9 PC Based USB Systems

4.9.1 Offeror **shall** identify the PC Based USB systems from your catalog(s) that meet the minimum requirements listed in Appendix E for PC Based USB Systems.

4.10 PC Based Codec Systems

4.10.1 Offeror **shall** identify the PC Based Codec systems from your catalog(s) that meet the minimum requirements for PC Based Codec Systems listed in Appendix E.

4.11 Set-Top Systems

4.11.1 Offeror **shall** identify the Set-Top systems from your catalog(s) that meet the minimum requirements for Set top systems listed in Appendix E.

4.12 Roll-About Systems

4.12.1 Offeror **shall** identify the Roll-about systems from your catalog(s) that meet the minimum requirements for Roll-about systems listed in Appendix E.

4.13 Telemedicine Systems

4.13.1 Offeror **shall** identify the Telemedicine systems from your catalog(s) that meet the minimum requirements for Telemedicine Systems listed in Appendix E.

4.14 MCU Systems

4.14.1 Offeror **shall** identify the MCU systems from your catalog(s) that meet the minimum requirements for MCU Systems listed in Appendix E.

4.15 Installation

4.15.1 The cost of an installation, unless otherwise stated by the Authorized User, **shall** include: a) travel, b) unpacking, c) installation, d) connectivity to the Authorized Users' equipment, e) equipment power up, f) diagnostics, g) configuration, (programmable items **shall** include software configuration), h) test for proper operation, i) training, j) user documentation, and k) removal of all packing materials and debris.

4.15.2 All installations **shall** be done according to the manufacturers specifications, completed in a timely and professional manner, and in compliance with local and state code requirements, cables **must** be: a) clearly marked, b) bundled neatly, c) follow cabling trays as much as possible and d) hung on cable hangers when no trays are available.

4.16 Methodology for Installation of Videoconferencing Equipment

4.16.1 Offeror **shall** describe the methodology, you are proposing, for installation of videoconferencing and Video Bridge/Multipoint Control Unit equipment. As an example, topics may include pre-installation coordination, installation, video test facilities, end-user training, problem resolution and follow-up.

4.17 Types and Levels of Integrator Services

4.17.1 Offeror **shall** describe the types and levels of Integrator services you offer. A Price Schedule (Section 7) **must** be completed for applicable rates.

4.18 Scheduling and Management Software

4.18.1 Offeror **shall** list and describe Scheduling and Management software offered.

4.19 Product Warranties

4.19.1 The Offeror **must** provide a one-year return to manufacturer warranty on all proposed equipment.

4.19.2 The Offeror **must** offer an on-site warranty upgrade on all proposed equipment. The on-site warranty upgrade **must** include 4 hour response time during normal business hours (8:00am – 5:00pm) and next business day parts replacement.

4.20 Maintenance Plans

4.20.1 Offeror **shall** offer both on-site and return to manufacturer maintenance plans for all equipment purchased during the contract period.

4.21 End-User Training

4.21.1 The contractor **shall** provide training for all new equipment installations as part of the installation price. Training **shall** consist of, at a minimum, system component identification, system component usage and successful verification of equipment functionality.

4.21.2 Offeror **shall** describe the end-user training that is included (at no additional charge) with your installation of equipment.

4.22 Problem Resolution

4.22.1 Offeror **shall** describe the process to resolve any product or warranty problems encountered after purchase.

4.22.2 Offeror **shall** describe response time guarantees to be provided to the Authorized User and the associated penalties the Authorized User may apply if the guarantees are not met.

4.22.3 Offeror **shall** describe any obligations the Authorized User may have for charges from the Offeror's service organization when they respond to a call and the problem is determined to be another vendor's hardware or software. If the Authorized User is liable for charges, what are they?

4.22.4 Offeror **shall** provide a flowchart or other documentation highlighting Help Desk procedures, including trouble reports from receipt through dispatch, repair, escalation and notification of service completion.

4.22.5 Offeror **shall** describe plan for responding to off-hour (non-prime time) requests for service and request for service on holidays, weekends and vacations.

4.23 Subcontractors Used

4.23.1 Offeror **shall** list and identify when and for what services they will use subcontractors (outsource services).

4.24 Authorized User Procedures

4.24.1 Procedurally, an Authorized User should be afforded with contractor choices from the Videoconferencing Equipment and Full Integrator Services Master Contract(s) (VEFISMC). The Authorized User may conduct a contractor selection process which will consist of the following procedure:

- The Authorized User may submit a Request for Quotation (RFQ) to the contractor(s), which describes the Authorized User's requirements. *Authorized Users may not require and a contractor may not propose services not included in the VEFISMC.*
- Any Contractor may be selected by the requesting Authorized User, providing that the Contractor's proposal conforms to the Authorized User's RFQ, the Terms and Conditions of the VEFISMC, and is priced at or below the established firm/fixed VEFISMC pricing.
- The Authorized User then issues a Delivery Order (DO) or Purchase Order (PO), referencing the VEFISMC, and incorporating the Contractor's RFQ response.

4.24.2 The Offeror **must** provide the Commonwealth with pre-sales consultation and RFQ responses at no charge. Such services **shall** be required during normal business hours.

4.25 Administrative Procedures Manual of Proposed VEFIS Procedures

4.25.1 A sample Procedures Manual based upon Offeror's proposed VEFIS procedures, **shall** be included with Offeror's response. Appendix F provides a table of contents format that should be followed, however, items may be inserted or added in a logical sequence.

SECTION 5: DESIRABLE REQUIREMENTS

5.1 Statement of Needs

5.1.1 The Commonwealth **desires** the services included in the Offerors' proposal to be as extensive and flexible as possible.

5.2 General

5.2.1 The Commonwealth **desires** the Offeror to propose their complete line of Tabletop Audio Conferencing Products. Use pricing forms 'Auxiliary Videoconferencing Equipment' for this purpose.

5.3 Account Representative

None

5.4 Toll Free Phone Support

None

5.5 Offeror's Experience and References

None

5.6 Manufacturers Videoconferencing Equipment Catalogs

None

5.7 Manufacturers Auxiliary Equipment Catalogs

None

5.8 Manufacturers Video Bridge/Multipoint Control Unit Catalogs

None

5.9 PC Based USB Systems

5.9.1 The Commonwealth desires you list options for the PC Based USB systems you have proposed. Include descriptions and price schedule.

5.10 PC Based Codec Systems

5.10.1 The Commonwealth desires you list options for the PC Based Codec systems you have proposed. Include descriptions and price schedule.

5.11 Set-Top Systems

5.11.1 The Commonwealth desires you list options for the Set-top systems you have proposed. Include descriptions and price schedule.

5.12 Roll-About Systems

5.12.1 The Commonwealth desires you list options for the Roll-about systems you have proposed. Include descriptions and price schedule.

5.13 Telemedicine Systems

5.13.1 The Commonwealth desires you list options for the Telemedicine systems you have proposed. Include descriptions and price schedule.

5.14 MCU Systems

5.14.1 The Commonwealth desires you list options for the MCU systems you have proposed. Include descriptions and price schedule.

5.15 Installation

5.15.1 The Offeror may propose optional installation solutions not listed in the manufacturers catalogs or referenced in Section 4. Include complete descriptions and cost.

5.16 Methodology for Installation of Videoconferencing Equipment

5.16.1 The Commonwealth desires a sample 'Installation Plan' typically produced by your firm before an installation begins.

5.17 Types and Levels of Integrator Services

5.17.1 The Commonwealth desires a sample 'Integrator Services Plan' typically produced by your firm before integration services begins.

5.18 Scheduling and Management Software

5.18.1 It is desired that the Scheduling and Management software being proposed allow scheduling and management via the web.

5.19 Product Warranties

5.19.1 It is desired the Offeror list and describe any additional warranties, both on-site and return to manufacturer, you are proposing for your desktop USB, desktop Codec, set-top, roll-

about, telemedicine and video bridge/Multipoint Control Unit (MCU) videoconferencing equipment.

5.20 Maintenance Plans

5.20.1 It is desired the Offeror propose maintenance plans for equipment purchased prior to this award. Please list by manufacturer.

5.20.2 The Offeror may propose optional maintenance plans not listed in the manufacturers catalogs or referenced in Section 4. Include complete descriptions and cost.

5.21 End-User Training

5.21.1 The Offeror may propose optional End-User training. Include complete descriptions and cost.

5.22 Problem Resolution

None

5.23 Subcontractors Used

None

5.24 Authorized User Procedures

None

5.25 Administrative Procedures Manual

None

5.26 Additional Services

5.26.1 Describe and provide pricing information for additional services your organization offers that will add value to and provide benefit to the Commonwealth.

5.27 Niche Strengths

5.27.1 Describe niche strengths that would help DIT understand how your services will add value to and benefit the Commonwealth.

5.28 Educational Discount

5.28.1 Offeror may propose a different Educational Discount if they desire.

SECTION 6: TECHNICAL QUESTIONS

6.1 This section intentionally left blank

SECTION 7: PRICING SCHEDULE

7.1 General

7.1.1 All pricing **must** include IFA, shipping to Authorized User and all other costs as stated in Terms and Conditions.

7.1.2 Optional pricing schedules submitted by the Offeror should be in a similar format as those supplied in this RFP

RFP 2001-32
Videoconferencing Equipment Catalog Discount(s)

Offeror: _____

Manufacturer: _____

Catalog: _____

Date of Catalog: _____

Categories	**Percent Discount**
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

If discount applies to all categories use 'ALL'.

Page _____ of _____

RFP 2001-32
Video Bridge/Multipoint Control Unit Catalog Discount(s)

Offeror: _____

Manufacturer: _____

Catalog: _____

Date of Catalog: _____

Categories	**Percent Discount**
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

If discount applies to all categories use 'ALL'.

Page _____ of _____

RFP 2001-32
Auxiliary Videoconferencing Equipment Catalog Discount(s)

Offeror: _____

Manufacturer: _____

Catalog: _____

Date of Catalog: _____

Categories	**Percent Discount**
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

If discount applies to all categories use 'ALL'.

Page _____ of _____

RFP 2001-32
Videoconferencing Equipment Integration and Installation Rates

Offeror: _____

Integration Services	**Rate**
Senior Consultant Hourly Rate:	_____
Senior Consultant Daily Rate:	_____
Consultant Hourly Rate:	_____
Consultant Daily Rate:	_____
Other Integration Services	
_____	_____
_____	_____
_____	_____

Installation Services	**Rate**
Senior Consultant Hourly Rate:	_____
Senior Consultant Daily Rate:	_____
Consultant Hourly Rate:	_____
Consultant Daily Rate:	_____
Other Installation Services:	
_____	_____
_____	_____
_____	_____

Page _____ of _____

RFP 2001-32
PC Based USB Systems

Offeror: _____

Manufacturer: _____

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

3 year onsite warranty upgrade, 24/7 technical support, 24 hour express parts

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

Options:

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

Page _____ of _____

RFP 2001-32
PC Based Codec Systems

Offeror: _____

Manufacturer: _____

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

3 year onsite warranty upgrade, 24/7 technical support, 24 hour express parts

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

Options:

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

Page _____ of _____

RFP 2001-32
Set-Top Systems

Offeror: _____

Manufacturer: _____

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

3 year onsite warranty upgrade, 24/7 technical support, 24 hour express parts

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

Options:

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

Page _____ of _____

RFP 2001-32
Roll-About Systems

Offeror: _____

Manufacturer: _____

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

3 year onsite warranty upgrade, 24/7 technical support, 24 hour express parts

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

Options:

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

Page _____ of _____

RFP 2001-32
Telemedicine Systems

Offeror: _____

Manufacturer: _____

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

3 year onsite warranty upgrade, 24/7 technical support, 24 hour express parts

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

Options:

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

Page _____ of _____

RFP 2001-32
MCU Systems

Offeror: _____

Manufacturer: _____

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

3 year onsite warranty upgrade, 24/7 technical support, 24 hour express parts

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

Options:

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

Page _____ of _____

RFP 2001-32
Options continued

Offeror: _____

Manufacturer: _____

Catalog Number _____

Catalog Description: _____

Options:

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

Page _____ of _____

RFP 2001-32
Scheduling and Management Software

Offeror: _____

Manufacturer: _____

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

Options:

Catalog Number _____

Catalog Description: _____

Catalog Price	**Percent Discount**	**COV Price**
_____	_____ %	_____

Page _____ of _____

SECTION 8: DESIRABLE CONTRACTUAL TERMS AND CONDITIONS

Section 8. DESIRABLE CONTRACTUAL TERMS AND CONDITIONS FOR RFP #2001-0362

Effective October 1, 2001 the Virginia Public Procurement Act has been recodifed and is now Chapter 43 of Title 2.2 of the Code of Virginia. Any references herein to the VPPA provisions formally in Title 11 should be deemed amended to reflect the amended code citations.

The following terms and conditions are desirable. The Contractor may propose alternative language, but the basic form of the Agreement shall be retained. Contractors are requested to limit their proposed changes, if any, to those of a substantive nature.

GENERAL PROVISIONS

1. SCOPE OF AGREEMENT

This is an Agreement (the "Agreement") between the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State" or "DIT" (Department of Information Technology) and _____(the "Contractor"), a _____ corporation having its principal place of business at_____. This Agreement contains the Contractual terms and conditions by which the Commonwealth will establish a Master Contract for the use by State Agencies, Institutions, and other public bodies as defined in § 11-37. *Definitions* of the Virginia Public Procurement Act (VPPA), as amended, and hereinafter referred to as "Authorized Users, to acquire videoconferencing equipment ("Equipment") and "Services", including, but not limited to Full Integrator Services (VEFIS) of that Equipment, installation, training, warranty, and maintenance pursuant to the Commonwealth's Request For Proposal #01-032, dated _____ (the "RFP") and the Contractor's proposal, dated _____ , 2001 in response thereto. Hereinafter "Equipment" shall include any necessary software, firmware, and microcode ("Software") integral to the Equipment

2. INTERPRETATION OF AGREEMENT

As used in this Agreement, "Software" and "Software product" shall include all related materials and documentation, whether in machine-readable or printed form.

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

The documents comprising this Agreement, and their order of precedence in case of conflict, are: (1) all executed Orders and Attachments referencing this Agreement; (2) this document; (3) the Contractor's proposal if any, if submitted in response to a Request For Proposal ("RFP"); and (4) the Commonwealth's RFP, if any. The foregoing documents represent the complete and final Agreement of the parties with respect to the subject matter of this Agreement.

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

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

3. AVAILABILITY OF EQUIPMENT

The Contractor represents and warrants that all Products were formally announced for marketing purposes before execution of this Agreement or, in the case of subsequent Orders, before execution of such Orders.

4. HARDWARE SPECIFICATION

Each hardware Product shall conform to all specifications published or provided by the Contractor or manufacturer, including but not limited to, physical characteristics, operating characteristics, space requirements, power requirements, and maintenance.

5. EQUIPMENT CONDITION

All equipment to be supplied by Contractor shall be new equipment, except that used equipment may be delivered if it is clearly identified as such in the proposal and prior to delivery thoroughly inspected, repaired as necessary, and warranted as equivalent to new equipment. Contractor warrants that any such used equipment will be acceptable to the manufacturer under its standard equipment maintenance program and at standard rates. If such used equipment is subsequently not accepted for such maintenance, Contractor shall be responsible for all costs associated with expeditiously repairing, improving or upgrading such equipment to the level required by the manufacturer to make the equipment acceptable to the Contractor under its standard maintenance program. All new and used equipment proposed by Contractor must have been approved by Underwriters Laboratories or a recognized equivalent certification agency.

6. MOVEMENT OF EQUIPMENT

a. Equipment may be moved from one Commonwealth location to another upon thirty (30) days written notice to the Contractor. Prior written notice shall not be required in case of emergency. Contractor shall continue to maintain the equipment as before, but if the Contractor has no facilities at the new location, the maintenance terms for the relocated equipment shall be equitably adjusted.

b. Shipment to the new installation site shall be at the Commonwealth's expense by any appropriate mode of transportation selected by the Commonwealth. Contractor shall supervise packing, unpacking, and relocation of the equipment. Commonwealth shall compensate the Contractor for this service if the Contractor charges substantially all of its commercial customers for such services. If such charges are assessed, they will be at the Contractor's then current standard rates.

c. Maintenance charges shall be suspended on the day that the equipment is dismantled in preparation for shipment and shall be reinstated when the Contractor certifies that the equipment is again ready for operational use. However, there shall be no suspension of charges if (a) the suspension period is less than 30 days or (b) the total charges to be suspended are less than $500.00.

d. There shall be no relocation charge to the Commonwealth in the event of transfer of licensed Software Product(s) to another location and the licensed Software Product (s) is to be discontinued at the old location.

7. MANUALS

Contractor shall supply an operations manual for each Product, and in the case of custom-developed deliverables, shall also provide a manual describing the functions, characteristics and operating capabilities that may be expected of such deliverables.

8. INSPECTION/LATENT DEFECTS

All Products are subject to inspection and test. Products that do not meet specifications may be rejected. Failure to reject, however, does not relieve the Contractor of liability for latent or hidden defects subsequently revealed when goods are used after acceptance has occurred. If latent defects are found at any time during the term of this Agreement, the Contractor shall repair or replace the defective goods. This remedy shall be in addition to any other remedies or obligations under this Agreement or provided by law.

NOTE:

Any additional warranties and or maintenance is expected to be added during negotiations.

SECTION 9: MANDATORY CONTRACTUAL TERMS AND CONDITIONS

Section 9: MANDATORY CONTRACTUAL TERMS AND CONDITIONS FOR RFP #2001-032

Effective October 1, 2001 the Virginia Public Procurement Act has been recodifed and is now Chapter 43 of Title 2.2 of the Code of Virginia. Any references herein to the VPPA provisions formally in Title 11 should be deemed amended to reflect the amended code citations.

The following terms and conditions are **MANDATORY** and shall be included verbatim in any Contract awarded.

9. VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any revisions thereto, which are hereby incorporated into this Contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition, a copy can be obtained by calling the Division of Purchases and Supply (804) 786-3842, or by accessing the Department of General Services (DGS), Division of Purchases and Supply (DPS) Internet Home Page (www.dgs.state.va.us/dps/).

10. APPLICABLE LAWS AND COURTS

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

11. ANTI-DISCRIMINATION

By submitting their proposals, offerors certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 11-51 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, Services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 11-35.1E).

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

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

1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

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

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

12. ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, Services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

13. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their proposals, offerors certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

14. DEBARMENT STATUS

By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on Contracts for the type of goods and/or Services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

15. ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia,

relating to the particular goods or Services purchased or acquired by the Commonwealth of Virginia under said Contract.

16. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

17. CLARIFICATION OF TERMS

If any prospective offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

18. PAYMENT

A. To Prime Contractor:

1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

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

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

5) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor,

in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (*Code of Virginia,* § 11-69).

B. To Subcontractors:

1) A Contractor awarded a Contract under this solicitation is hereby obligated:

(a) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or

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

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

19. PRECEDENCE OF TERMS

Paragraphs 8-18 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

20. QUALIFICATIONS OF OFFERORS

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

21. TESTING AND INSPECTION

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and Services conform to the specifications.

22. ASSIGNMENT OF CONTRACT

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

23. DEFAULT

In case of failure to deliver goods or Services in accordance with the Contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

24. TAXES

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

25. USE OF BRAND NAMES

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

26. TRANSPORTATION AND PACKAGING

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

27. INSURANCE

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 11-46.3 and 65.2-800 et seq. of the *Code of Virginia*. The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits.

2. Employers Liability - $100,000.

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

28. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a Contract as a result of this solicitation, ASD will publicly post such notice on its website at http://asd.state.va.us/ for a minimum of ten (10) days.

29. DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of

such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

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

30. NONDISCRIMINATION OF CONTRACTORS

A bidder, offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, Services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, Services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, Services, or disbursements from an alternative provider.

31. NON-APPROPRIATION

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

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

32. CONTRACTUAL RECORDS

The Contractor shall make all Contractual books and records and other documents relating to matters under this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of five years after final payment.

Contractual records include, but are not limited to, this Agreement and all executed Orders, Attachments, modifications, invoices, and correspondence between the parties to this Agreement.

33. PRIME CONTRACTOR RESPONSIBILITY

If the Contractor's proposal includes any goods or Services to be supplied by another party, the Contractor agrees as follows:

a. The Contractor shall act as prime Contractor for the procurement and maintenance of the entire proposed configuration and shall be the sole point of contact with regard to all obligations under this Agreement.

b. The Contractor hereby represents and warrants that the Contractor has made such other party aware of the proposed use and disposition of the other party's product or Services, and that such other party has agreed in writing that it has no objection thereto.

34. PATENT/COPYRIGHT PROTECTION

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

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

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

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

If the use of such Equipment or Software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the Software, the Contractor agrees to take back the infringing Equipment, Software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one half (1/2%) percent of the total paid for each month of use by the Commonwealth. This obligation is in addition to the obligations cited in the first four subparagraphs above of paragraph 27.

35. CONTRACTUAL DISPUTES

In accordance with Section 11-69 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency 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 purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The contractor may not invoke any available administrative procedure under Section 11-71 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 11-70, Code of Virginia or the administrative procedure authorized by Section 11-71, Code of Virginia.

The Department of Information Technology, its officers, agents and employees, including, without limitation, the Contracts Manager, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the goods or services identified in Attachment "A" to this Agreement or on the subsequent Order in question and need not be joined as a party to any dispute that may arise thereunder.

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

36. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Contractor will not be liable under this Contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, Equipment and/or Services delivered under this Contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

37. PERIODIC PROGRESS REPORTS/INVOICES

For Contracts requiring the submission of periodic Contract performance progress reports or program status reports, the offeror will include a section on involvement of small businesses and businesses owned by women and minorities. This section will specify the actual dollars Contracted to-date with such businesses, actual dollars expended to-date with such businesses and the total dollars

planned to be Contracted for with such businesses on this Contract. This information shall be provided separately for small businesses, minority-owned businesses and women-owned businesses.

If the Contract does not require the submission of periodic progress reports, the offeror will provide the above required information on actual involvement of small businesses and businesses owned by minorities and women as part of their periodic invoices.

38. FINAL ACTUAL INVOLVEMENT REPORT

The Contractor will submit, prior to completion or at completion of the Contract and subject to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the Contract. At a minimum, this report shall include for each firm Contracted with and for each such business class (i.e., small, minority-owned, women-owned) the total actual dollars spent on this Contract, the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated Contract value. A suggested format is as follows:

FIRM NAME ADDRESS AND PHONE NUMBER	TYPE GOODS/ SERVICES	ACTUAL DOLLARS	PLANNED DOLLARS	% OF TOTAL CONTRACT
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Totals for Business Class		_____	_____	_____

39. BUY OUTS - THIRD PARTY ACQUISITION OF CONTRACTOR'S SOFTWARE

Contractor shall promptly notify the DIT Contracts Manager in the event that the intellectual property in or business associated with any Product or Service covered by this Agreement is acquired from the Contractor by a third party or in the event the Contractor or substantially all of its assets is acquired by a third party.

The terms and conditions of this Agreement including but not limited to the license rights and related Services shall not be affected in such event identified above even if the successor or assignee already has an Agreement with the Commonwealth covering products and Services of the type covered by this Agreement. The Contractor's responsibilities under this Agreement shall not be released by such acquisition. In addition, prior to any acquisition, Contractor shall obtain for the Commonwealth's benefit the assignee's Agreement to fully perform this Agreement.

The successor or assignee, by taking any benefit, including acceptance of payment, under this Agreement ratifies this Agreement.

The failure of any successor or assignee of the Contractor to acknowledge its obligation to adhere to the terms and conditions of this Agreement shall constitute a breach of this Agreement for which the successor or assignee and the original Contractor shall be liable and subject to debarment.

40. COMPLIANCE WITH FEDERAL LOBBYING ACT

A. Contractor shall not, in connection with this Agreement, engage in any activity prohibited by 31 U.S.C.A. Section 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"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Agreement, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

B. Contractor is hereby advised that a significant percentage of the funds used to pay Contractor's invoices under this Agreement may be federal funds. Under no circumstances shall any provision of this Agreement be construed as requiring or requesting the Contractor to influence or attempt to influence any person identified in 31 U.S.C.A. Section 1352 (a) (1) in any matter.

C. A representative of Contractor shall sign the certification attached as Attachment "B" and deliver such certification to the Commonwealth simultaneously with the execution and delivery of this Agreement. Contractor shall have the certification signed by a representative with knowledge of the facts and shall fulfill the promises of undertakings set forth in the certification.

41. NONVISUAL ACCESS TO TECHNOLOGY

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

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

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

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

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

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

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

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

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.1-807 through 2.1-811 of the Code of Virginia.

42. CONTRACTOR'S REPORT OF SALES

The Contractor must report the quarterly dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this Contract by calendar quarter; i.e., January through March, April though June, July through September, and October through December. The dollar value of a sale is the price paid by the user for products and Services on a Contract order as recorded by the Contractor. The reported Contract sales value must include the Industrial Funding Adjustment, as delineated in paragraph entitled "Industrial Funding Adjustment". The Contractor shall provide this report in hard copy to the Controller, DIT, and a copy of the report to the Contracts Manager, DIT, both within 30 days after the end of each quarterly reporting period as defined herein. The report must show each individual item and quantities purchased and the purchaser. The report is required to be hard copy. DIT may at a later time, agree to an electronic version of the report, however, in lieu of any express Agreement by both parties as to the electronic format, the Commonwealth will only accept a hardcopy version. The Contractor shall define "sale" prior to the first reporting period and then shall maintain that definition through out the term of this Agreement. Sale may be defined as; 1) when the Commonwealth pays the purchase price, or 2) when the Commonwealth accepts the Products or 3) other as defined by the Contractor.

43. INDUSTRIAL FUNDING ADJUSTMENT

The Contractor must pay DIT, an Industrial Funding Adjustment (IFA). The Contractor must remit the IFA within 30 days after the end of each quarterly reporting period as established in the clause entitled "Contractor's Report of Sales". The IFA equals two percent (2%) of the total quarterly sales reported. Contractor shall remit the IFA together with a copy of the Contractor's Report of Sales as delineated in paragraph 34, above. The IFA reimburses the Commonwealth and defrays the costs for IT procurement and the administration of the subsequent awards. The IFA amount due must be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material. DIT may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written Agreement from DIT that validates

Agreement, then the payment shall be made by check as described herein made payable to the Controller, DIT.

If the full amount of the IFA is not paid within thirty (30) calendar days after the end of the applicable reporting period, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the IFA in a timely manner may result in termination or cancellation of this Contract. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to make timely payment of the IFA constitutes sufficient cause for terminating this Contract for default.

It is the intent of the Commonwealth to capture 2% of all sales, including temporary reduced pricing, fire sales, one time sales, trade ins, promotional items that have been marked down and all sales to the Commonwealth under this Agreement.

44. UNIVERSAL SERVICE FUND

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

The Contractor warrants that it is qualified under applicable Federal Communications Commission and Virginia State Corporation Commission rules to apply for and receive Universal Service Fund allocations/disbursements for Services provided pursuant to this Contract to agencies and entities and users which are eligible for those allocations/disbursements on behalf, and for the benefit, of those agencies and institutions. The Contractor also agrees to maintain those qualifications, and to assist agencies and entities in applying for and receiving these allocations/disbursements.

45. TERM

This Agreement shall take effect on the date of its final execution by both parties, and shall continue for two (2) consecutive years. The Commonwealth at its sole discretion, may extend this Agreement for three (3), one (1) year periods. The Commonwealth will issue written documentation to the Contractor a minimum of thirty (30) days prior to the end of each renewal period for any extension thereafter.

46. PRICE PROTECTION

The Commonwealth shall not pay any costs above those specified in this Agreement or set forth on any Order or Attachment referencing this Agreement. If within twelve (12) months following the acceptance of any Product or Service, the list price of the Product or Service is reduced below the price paid hereunder, then the difference shall be refunded to the Commonwealth. Such refund shall be made

to the Authorized User within thirty (30) days from the date the decrease is announced to the general public. In addition, written notification of the decrease will be provided to DIT.

47. SITE PREPARATION

At least thirty (30) days prior to the scheduled delivery date, the Contractor may provide the Commonwealth with any environmental specifications necessary to ensure the proper and efficient operation of all Products. All such specifications shall be in writing.

The Commonwealth shall prepare the site at its own expense and in accordance with all such environmental specifications.

Ten days prior to the scheduled delivery date, the Contractor shall, if Contractor deems it necessary, inspect the site and notify the Commonwealth in writing of any environmental inadequacies. In the absence of notification to the contrary, the Commonwealth's environment shall be deemed acceptable to the Contractor.

Any delay or additional site preparation expense caused in whole or in part by erroneous or incomplete environmental specifications shall be the Contractor's responsibility.

48. DELIVERY DATE

The Contractor shall deliver the Products and Services ready for testing, by the delivery date specified in any executed Attachment or Order referencing the Agreement. If delivery of all Products and Services is not completed within thirty (30) days after the scheduled delivery date, the Commonwealth may cancel the Agreement without further obligation. The Commonwealth may postpone any delivery date by notifying the Contractor at least seven (7) days prior to the delivery date. However, the delivery date shall not be postponed more than a total of thirty (30) days.

49. COMMENCEMENT OF ACCEPTANCE TESTING

The Products and Services shall be considered ready for testing when the Contractor provides the Commonwealth with the documentation of a successful installation or after the Authorized User has completed a successful installation, in either case, the minimum design capabilities specified by Contractor, this Contract or other published documentation from the OEM have been met. If the Contractor certifies that the Products and Services are ready to begin acceptance testing prior to the scheduled delivery date, the Commonwealth, at its option, may elect to test the Products and Services and change the delivery date accordingly.

50. REQUIRED PERFORMANCE LEVEL

To qualify for acceptance, all Products and Services must concurrently perform in accordance with the technical specifications and functional descriptions, as contained or referenced in this Agreement, at an average effectiveness level of 95% or more, calculated over a period of thirty (30) consecutive days. The Commonwealth shall not pay any charges, either beforehand or retroactively,

associated with the Contractor's requirement to achieve this performance level. If any Product or Service does not meet the standard of performance during the initial thirty (30) consecutive days, the acceptance period shall continue on a day-to-day basis until all Products and Services concurrently meet the standard of performance for thirty (30) consecutive days.

Should it be necessary, the Commonwealth may delay the start of the acceptance period, but such a delay shall not exceed thirty (30) consecutive days.

51. ACCEPTANCE

The Products and Services shall be deemed accepted on the first day after successful completion of the acceptance period. Upon request, the Commonwealth shall provide written confirmation of acceptance. If the standard of performance has not been met after ninety (90) calendar days have elapsed from the start of the acceptance period, the Commonwealth may require a replacement to be provided or may avail itself of the remedies for breach

52. RECORDS

The Commonwealth shall maintain appropriate daily records documenting performance during the acceptance period and such records shall be conclusive for purposes of determining acceptance.

53. INVOICES

All invoices shall be rendered promptly after all Equipment and/or Services covered by the invoice have been accepted. No invoice may include any costs other than those identified herein. Invoices shall provide at a minimum:

1 Type and description of the Equipment or Services;

2. Serial number, if any;

3. Charge for each item;

4. This Contract Number, and;

5. Contractor's Federal Identification Number (FIN).

54. BREACH

The Contractor shall be deemed in breach of this Agreement if the Contractor (a) fails to make any Product or Service ready for acceptance testing by the specified delivery date; (b) repeatedly fails to respond to requests for maintenance or other required Service within the time limits set forth in this Agreement; (c) fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following

Contractor's receipt of a notice identifying such noncompliance; or (d) fails to provide a written response to a notice of noncompliance within ten days after receiving same.

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

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for deinstallation and return of Products and Services shall be borne by the Contractor. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

55. MODIFICATIONS

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

Any Contract issued on a firm fixed price basis may not be increased more than twenty-five percent (25%) or $50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

56. ORDERING

Authorized Users may order Products and Services from this Contract by one of the following methods:

a. Issuing Agency Purchase Order, Form DBS-41-001

b. Charge Card:

1) An ordering and payment process under Contract with American Express (AMEX). Each order must not exceed $5,000.00 or the then current charge card limit. Payment will be made to Contractor by AMEX within three business days.

2) Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA, under contract for use by an Authorized User.

c. A Delivery Order issued by the Acquisition Services Division, DIT.

This ordering authority is limited to issuing orders for the Products and Services available under this Agreement. Under no circumstances shall any Authorized User have the authority to modify this Agreement.

57. RISK OF LOSS

For any Equipment purchased, the Contractor shall have the risk of loss or damage to all Equipment until clear and unrestricted title to such Equipment is transferred to the Commonwealth

58. TITLE TO EQUIPMENT

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

59. OPERATIONAL RESTRICTIONS

Contractor warrants that, except as specifically agreed in writing all Products may be operated at any time for the convenience of the Commonwealth (exclusive of time required for preventive maintenance, remedial maintenance and approved engineering changes). Without limiting the foregoing, Contractor warrants that there are no restrictions as to consecutive hours or length of personnel shifts. The Commonwealth may make the Products available to any Commonwealth agency or any other users under conditions where such use is supervised by the Commonwealth.

60. ENGINEERING CHANGES

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

61. SUPPLIES

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

62. WARRANTY

Beginning on the date of acceptance, Contractor shall minimumly provide twelve months of depot warranty Services (Return to Vendor) for all Equipment purchased under this Agreement. Contractor shall act as sole point-of-contact for all units repaired under warranty. Contractor shall pay all shipping, both ways, to and from depot site. Contractor shall fix or replace the unit within 72 hours of recipt and return to Authorized User within 24 hours, after fix or replacement.

Contractor shall provide an option to upgrade the above depot warranty. This warranty upgrade shall be On-Site, 8 a.m. to 5 p.m. EST, with a 4 hour response time.

Prior to the expiration of the warranty period, whenever Equipment is shipped for mechanical repair or replacement purposes, the Contractor will bear all costs associated with returning the Equipment to the Contractor's repair facility. When repair of the Equipment is completed the Contractor shall bear all costs associated with returning the Equipment to the State's original point of shipment. Cost of shipping includes but is not limited to, costs of packing, transportation, rigging, drayage and insurance for damage or loss. Contractor shall repair or replace the Equipment and return within 72 hours of receipt.

63. MAINTENANCE

Upon expiration of the initial twelve month warranty services period, the Contractor shall provide maintenance of Equipment under the same provisions as depot and On-Site warranty for any Equipment purchase under this Contract, for the duration of the Contract. Maintenance shall be offered and priced in annual increments. All Maintenance is purchased at the sole discretion of the Commonwealth / Authorized User.

On-Site Warranty/Maintenance of Equipment shall not include electrical work external to the Equipment, the furnishing of supplies, or adding or removing accessories, attachments, or other devices not provided under this Agreement. On-Site Warranty/Maintenance of Equipment also shall not include repair of damage resulting from transportation by the Commonwealth between Commonwealth sites or from accident, unless the accident is caused by negligent or intentional acts or omissions of Contractor or its agents.

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

64. REPLACEMENT PARTS

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

65. CONTRACTOR'S WARRANTY POINT-OF-CONTACT

The Contractor shall provide the Commonwealth with a single designated point of contact and toll-free telephone number for ordering, billing and problem resolution.

66. COMMONWEALTH'S RESPONSIBILITIES DURING MAINTENANCE

a. During any term of maintenance, Commonwealth personnel shall not perform maintenance or attempt repairs to the equipment except as authorized in writing by the Contractor.

b. The Commonwealth shall permit access to the equipment which is to be maintained, subject to the installation site's security regulations,

c. The Commonwealth may provide storage space for spare parts and working space, including heat, light, ventilation, electric current and outlets, and telephones (for local calls only) for the use of maintenance personnel.

d. The Commonwealth shall maintain the site in accordance with the equipment environmental specifications furnished by the Contractor.

67. DOWNTIME

A Product is considered to be "down" if it does not operate in accordance with the technical specifications and functional descriptions contained or referenced in this Agreement, or if it must be released to the Contractor for unscheduled remedial services, or if data damaged by the malfunction has not yet been reconstructed.

Downtime shall commence when the Commonwealth reports the malfunction to the Contractor at its designated contact point, and shall end when the Product and storage media are returned to the Commonwealth in a condition that enables it to operate in accordance with the above specifications and descriptions. However, malfunction of redundant peripherals shall not constitute downtime if the malfunctioning peripherals do not exceed 10% of the total peripherals available for the identified function.

68. RESERVED

69. EQUIPMENT REPLACEMENT

If the Effectiveness Level of any Product falls below 95% for three (3) consecutive months, the Contractor shall, upon the Commonwealth's request, replace the Product at no cost to the Commonwealth. The replacement shall be installed no later than fifteen (15) working days after the Commonwealth's request is received by Contractor.

70. PREVENTIVE MAINTENANCE

The Contractor shall specify in writing the frequency and duration of the preventive maintenance required for the equipment ordered under this Agreement, and the Commonwealth shall specify the schedule for the performance of the preventive maintenance. This schedule may be modified by mutual agreement.

71. MALFUNCTION REPORTS

The Contractor shall furnish a signed malfunction incident report to the purchasing agency's operations manager upon completion of each maintenance call. The report shall, at a minimum include, the following:

(a) Date and time notified
(b) Date and time of arrival
(c) Type and model number(s) of machine(s)
(d) Date and time when equipment is returned to operation
(e) Description of malfunction
(f) Signature of Contractor representative
(g) Signature of Commonwealth representative

72. ADDITIONAL MAINTENANCE CHARGES

The only items for which additional maintenance charges may be made are as follows:

a. Replacement parts made necessary by abuse or negligence of the Commonwealth;

b. Remedial Maintenance performed outside the PPM, if the Commonwealth specifically directs that such service be performed prior to commencement of the next day's PPM. However, work begun during the PPM shall continue for one (1) hour after the PPM without charge to the Commonwealth. The charge for such services shall not exceed the rates listed below:

The maximum charge for any one occurrence shall not exceed the cost of a four (4) hour maintenance service call. This maximum charge will include the travel time to and from the installation site

73. PRODUCTS OR SERVICES NOT LISTED IN CONTRACTOR'S CATALOGUE

The Prices for any Products or Services not listed in the Contractor's catalogue shall be as identified at the time of award and not subject to change for the intitial Term of the Contract; from date of award and continuning for two years. Thereafter, the Contractor may request an increase only for those Products or Services not listed in his Catalogue. Increases for additional annual periods shall be effective on the anniversary date for each succeeding year. All increases will be governed by the CPI-W index entitled "Other Services". The percentage increase shall not exceed the above index's most recent percentage available to the Commonwealth as published by the Bureau of Labor Statistic's, Philadelphia Office. If maintenance prices remain the same or decrease for succeeding years, the State shall be afforded the opportunity to renew the maintenance services at the lowest price available to any other customer.

74. eVA BUSINESS-TO-GOVERNMENT CONTRACTS:

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

As a vendor desiring to provide goods and/or services to the Commonwealth the contractor shall participate in the eVA Internet e-procurement solution and agree to the comply with the following:

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

b. Provide an electronic catalog (price list) for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us.

The contractor's failure to comply with the above requirements shall entitle the Commonwealth to terminate this contract at anytime without penalty.

75. CONTRACTOR PRODUCT PROMOTIONS ("SALES")

Contractor may sponsor product promotions during the Contract term or any extensions thereof under the following conditions:

1. Contractor is required to provide in writing to DIT, at least five (5) days prior to the proposed promotion, the dates of the promotion or the duration of the promotion (at least thirty days) to include the commencement date and the ending date; the acceptable writing may be e-mail, or correspondence via USPS, or other, and
2. Contractor is required to identify in writing, the exact products or product lines covered in the promotion, and
3. Contractor is required to identify in writing, the pricing during the promotion or the percentage discount, and

4. All Contract Product Promotions are required to be available to all Authorized Users of the Contract. Should the Contractor request a promotion that would be limiting, either through product configuration or quantities of products, the Commonwealth at its discretion, will not provide a written agreement. Both parties agree that Contractor Product Promotions shall not target any one Authorized User, or a few Authorized Users, and
5. All Contractor Product Promotions shall be mutually agreed to in writing, and Contractor shall be in breach of the Agreement in the absence of a writing from both parties; the writing may be e-mail or correspondence via USPS or other, and
6. In any instance of conflict between this clause, "Contractor Product Promotions" and the Agreement, this clause shall take precedence, and
7. In any event wherein the Contractor proposes prices that are different than the Contract prices to any Authorized User, without first obtaining mutual agreement in the format as identified herein, the Contractor shall be in breach of the Agreement and the Commonwealth shall have all remedies available under Contract and law.

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.

CONTRACTOR	**COMMONWEALTH OF VIRGINIA**
BY: _____	**BY:** _____
NAME: _____	**NAME:** Jeff Davis
TITLE: _____	**TITLE:** Contracts Manager
DATE: _____	**DATE:** _____

ATTACHMENT "A"
TO
AGREEMENT VA_____ - ___
FOR THE
VIRGINIA DEPARTMENT OF _____

Attachment "A" is hereby incorporated into and made an integral part of Agreement Number VA _____ - ____ between XYZ and the Commonwealth of Virginia.

CONTRACTORS DO NOT ADD ANY INFORMATION TO THIS ATTACHMENT "A" AT THIS TIME. THIS ATTACHMENT WILL BE COMPLETED DURING CONTRACT NEGOTIATIONS BETWEEN THE PARTIES TO THIS AGREEMENT.

LISTING OF ALL PRODUCT PRICES

LISTING OF ALL PRODUCT MAINTENANCE PRICES

SHIP TO BILL TO ADDRESSES

DELIVERY SCHEDULE

AGENCY POINTS OF CONTACT

ATTACHMENT "B"
TO
AGREEMENT VA – _____ – ___
FOR THE
VIRGINIA DEPARTMENT OF _____

CERTIFICATION REGARDING LOBBYING

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

a. 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.

b. 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.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans and cooperative Agreements) and that all subrecipients 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: _____

Printed Name: _____

Organization: _____

Date: _____

APPENDIX A
PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS BY SMALL BUSINESS AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information required by one or more of the three categories of businesses contained in this Appendix as applicable to your firm: (1) Participation by Small Businesses; (2) Participation by Businesses Owned by Women; and (3) Participation by Businesses Owned by Minorities.

DEFINITIONS

Period is the specified 12-month period for which the information provided in this list is applicable and valid. The period will be specified as month and year.

Firm Name, Address and Phone Number is the name, address and business of minority-owned business with which the Offeror plans to involve in this contract, as applicable.

Contact Person is the name of the individual in the specified small business, women-owned business or minority-owned business who would have knowledge of the specified contracting and would be able to validate the information provided in this list.

Type Goods or Services is the specific goods or services the Offeror has contracted for from the specified small, women-owned or minority-owned business over the specified period of time or plans to use in the performance of this contractor, as applicable. The Offeror will asterisk (*) those goods and services that are in the Offeror's primary business or industry.

Dollar Amount is the total dollar amount (in thousands of dollars) the Offeror has contracted for or has done business with the listed firm during the specified period or plans to use on this contract, as applicable.

%Total Company Expenditures for Goods and Services is calculated by dividing the dollar amount of business conducted or contracted for with the indicated firm over the specified period by the total expenditure of the Offeror over the specified period for goods and services.

% of Total Contract is calculated by dividing the estimated dollars planed for the indicated firm on this contract by the total Offeror estimated price of this contract.

PARTICIPATION BY SMALL BUSINESS

A. Offeror certifies that it ( ) is, ( ) is not, a small business concern. For the purpose of this procurement, a small business is a concern, including its affiliates, which is independently owned and operated, but is not dominant in the field of operation in which it is contracting and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the United States Small Business Administration.

B. List Small businesses with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12 -month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

Firm Name, Address & Phone No.	Contact Person	Type Goods/ Services	Dollar Amounts	% Total Co. Expenditures for Goods & Services

PARTICIPATION BY SMALL BUSINESS
(Continued)

C. Describe Offeror's plans to involve small businesses in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

Firm Name, Address & Phone No.	Contact Person	Type Goods/ Services	Dollar Amounts	% Total Contract

PARTICIPATION BY BUSINESSES OWNED BY WOMEN

A. Offeror certifies that is ( ) is, ( ) is not, a women's business enterprise or women-owned business. For the purpose of this procurement, a women-owned business is a concern that is at least 51 percent owned by a woman or women who also control and operate it. In this context, "control" means exercising the power to make policy decisions, and "operate" means being actively involved in the day-to-day management.

B. List businesses owned by women with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

Firm Name, Address & Phone No.	Contact Person	Type Goods/ Services	Dollar Amounts	% Total Co. Expenditures for Goods & Services

PARTICIPATION BY BUSINESSES OWNED BY WOMEN
(Continued)

C. Describe Offeror's plans to involve businesses owned by women in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

Firm Name, Address & Phone No.	Contact Person	Type Goods/ Services	Dollar Amounts	% Total Contract

PARTICIPATION BY BUSINESSES OWNED BY MINORITIES

A. Offeror certifies that is ( ) is, ( ) is not, a minority business enterprise or minority-owned business. For the purpose of this procurement, a minority-owned business is a concern that is at least 51 percent owned and controlled by one or more socially and economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background, or other similar cases. Such persons include, but are not limited to, Blacks, Hispanic Americans, Asian Americans, American Indians, Eskimos and Aleuts.

B. List businesses owned by minorities with which the Offeror has contracted or done business and dollar amounts spent with each of these businesses in the most recent 12-month period for which data are available. Offerors are encouraged to provide additional information and expand upon the following format:

PERIOD: From: _____ To: _____

Firm Name, Address & Phone No.	Contact Person	Type Goods/ Services	Dollar Amounts	% Total Co. Expenditures for Goods & Services

PARTICIPATION BY BUSINESSES OWNED BY MINORITIES
(Continued)

C. Describe Offeror's plans to involve businesses owned by minorities in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

Firm Name, Address & Phone No.	Contact Person	Type Goods/ Services	Dollar Amounts	% Total Contract

APPENDIX B

Appendix B intentionally left Blank

APPENDIX C LIST OF PROPRIETARY INFORMATION

PROVIDE A SUMMARY OF ALL TRADE SECRETS/PROPRIETARY INFORMATION SUBMITTED WITH YOUR PROPOSAL:

Section/Title	Page Numbers	Reason(s) for Withholding from Disclosure

Identify the reason for withholding from disclosure by applying the applicable code from below and/or by written explanation.

A = This page contains information relating to "trade secrets" and "proprietary information" including processes, operations, style of work, apparatus, confidential statistical data, amount or source of any income...of any person (or) partnership. See Virginia Public Procurement Act, Section 11-52(D). Unauthorized disclosure of such information would violate the Trade Secrets Act 18 U.S.C. 1905.

B = This page contains proprietary information including confidential, commercial or financial information which was provided to the Government on a voluntary basis and is the type that would not customarily be released to the public. See Virginia Public Procurement Act, Section 11-52(D); 5 U.S.C. 552(b)(4); 12 C.F.R. 309.5(c)(4).

C = This page contains proprietary information including confidential, commercial or financial information. The disclosure of such information would cause substantial harm to competitive position and impair the Government's ability to obtain necessary information from contractors in the future. 5 U.S.C.; See Virginia Public Procurement Act, Section 11-52(D); 552(b)(4); 12 C.F.R. 309.5(c)(4).

APPENDIX D - REFERENCE FOR VIDEOCONFERENCING EQUIPMENT AND FULL INTEGRATOR SERVICES

Reference for Videoconferencing Equipment and Integrator Services
RFP 2001-32

Part I – To be completed by the Vendor

1. Vendor Name:_____

2. Reference Name:_____

3. Reference Company Name:_____

4. Dates that services were provided: From:_____ To: _____

5. General description of services provided and work performed: _____

_____

_____

_____

Part II – To be completed by the Customer Reference

1. Name of Person Completing Form: _____

2. Title of Person Completing Form: _____

3. Telephone Number: _____

4. Is the information shown in Part I accurate? If not, please comment. _____

_____

_____

5. What is the length of your relationship with the Vendor? _____

6. What are the Vendor's principle strengths? _____

_____

_____

7. What are the Vendor's weaknesses, if any? _____

_____

_____

Part II – To be completed by the Customer Reference (continued)

Please rate the following items (circle one):	**Unsatisfactory**	**Below Average**	**Average**	**Above Average**	**Exceptional**
Communications with Vendor:	0	1	2	3	4
Comments: _____					
Consistently met contractual requirements:	0	1	2	3	4
Comments: _____					
Problem-free Services:	0	1	2	3	4
Comments: _____					
Conflict resolution:	0	1	2	3	4
Comments: _____					
Quality of work products:	0	1	2	3	4
Comments: _____					
Technical Knowledge of Vendor:	0	1	2	3	4
Comments: _____					
Overall satisfaction with Vendor:	0	1	2	3	4
Comments: _____					
How Vendor compares to other Vendors:	0	1	2	3	4
Comments: _____					

Please return this completed reference form along with any additional comments to the Vendor so the Vendor may include the required customer reference forms in their proposal. These forms are required to be submitted by the Vendor no later than 4:00 p.m. Nov. 30, 2001 to the Department of Information Technology.

If it is more convenient, you may return this reference form and any additional comments directly to the Commonwealth **no later than 4:00 p.m. Nov. 30, 2001** using the contact information below:

Thank you for your time and cooperation.

R. F. Crawford – RFP 2001-32
Commonwealth of Virginia
Department of Information Technology
110 South Seventh Street – East Lobby Level
Richmond, Virginia 23219

_____
Signature Date

APPENDIX E - MINIMUM EQUIPMENT SPECIFICATIONS

PC Based USB System
(PC not included)

Standards Compliant
- ITU-T H.323 (IP Connections)
- Video
  - H.261, H.263, H.263+
- Audio
  - G.711, G.722, G.728

Data Rates/Frame Rates
- Up to 384Kbps (384 Kbps send/ 384 Kbps receive)
- Up to 15fps at 320 Kbps
- Up to 30fps at 384 Kbps

Audio
- Integrated microphone full-duplex
- Echo cancellation
- Noise suppression,
- Automatic gain control
- Audio input/output jack for optional headset/microphone

Video
- Up to 30fps QCIF (176 x 144)
- Picture in Picture (PIP)

Camera
- Manual tilt and swivel
- Manual focus

Application software
- Graphical user interface
- On screen controls

Operating System Compatibility
- Windows 98
- Windows 2000

Documentation
- All documentation must be included

Cables
- All cables must be included

Warranty
- One year parts and labor
- Upgradeable to 3 years parts and labor

PC Based Codec System
(PC Not Included)

Standards Compliant

- ITU-T H.320,H.323
- Video
  - H.261, H.263
- Audio
  - G.711, G.722, G.728

Bandwidth Supported

- Up to 384Kbps ISDN
- Up to 768Kbps LAN

Audio

- Microphone full-duplex
- Echo cancellation
- Noise suppression,
- Automatic gain control

Video

- Up to 30fps QCIF (176 x 144)
- One standard composite or S-Video video input
- One auxiliary composite or S-video video input

Camera

- Composite or S-Video output
- Manual tilt and swivel
- Manual focus
- Flicker-free

Application software

- Graphical user interface
- On screen controls

Operating System Compatibility

- Windows 98
- Windows 2000

Codec

- PCI codec board

Documentation

- All documentation must be included

Cables

- All cables must be included

Warranty

- One year parts and labor

- Upgradeable to 3 years parts and labor

Set-top Videoconferencing System

Standards Compliant
- H.320, H.323
- Video
  - H.261, H.263, H.281 (far end camera control)
- Audio
  - G.711, G.722, G.728

Data Rates/Frame Rates
- Up to 15fps at 256 Kbps
- Up to 30fps at 768 Kbps

Audio
- Microphone 360 degree coverage with full-duplex
- Mute button
- Echo cancellation
- Noise suppression,
- Automatic gain control
- Voice Tracking or Track to Presets

Video
- Up to 30fps QCIF (176 x 144)
- Picture in Picture (PIP)
- Dual monitor support
- S-Video and Composite Video Inputs (NTSC)

Camera
- Pan/tilt /zoom with remote control

Connectivity
- T.120 Data Sharing
- Ethernet Port with TCP/IP and BOOTP capability (RJ-45)
- POTS capability

Application software
- Graphical user interface
- On screen controls

Documentation
- All documentation must be included

Cables
- All cables must be included

Diagnostics
- System and Line

Warranty

- One year parts and labor
- Upgradeable to 3 years parts and labor

Roll-about Videoconferencing System

Standards Compliant
- H.320, H.323
- Video
  - H.261, H.263, H.281 (far end camera control)
- Audio
  - G.711, G.722, G.728

Data Rates/Frame Rates
- Up to 15fps at 256 Kbps
- Up to 30fps at 768 Kbps

Audio
- Multiple microphone input
- Microphone 360 degree coverage with full-duplex
- Mute button
- Echo cancellation
- Noise suppression,
- Automatic gain control
- Voice Tracking or Track to Presets

Video
- Up to 30fps QCIF (176 x 144)
- Picture in Picture (PIP)
- Dual monitor support
- Two (2) S-Video Outputs and one (1) Composite Video Outputs
- One (1) available composite input
- VCR Input/Output

Camera
- Pan/tilt /zoom with remote control

Connectivity
- T.120 Data Sharing
- Ethernet Port with TCP/IP and BOOTP capability (RJ-45)
- POTS capability
- NT-1, Triple NT-1 and Quad NT-1

Application software
- Graphical user interface
- On screen controls

Documentation
- All documentation must be included

Cables
- All cables must be included

Cart

- Locked/secured roll-about cart

Remote Control for videoconferencing functions

Diagnostics

- System and Line

Warranty

- One year parts and labor
- Upgradeable to 3 years parts and labor

Standards Compliant

- UL 2601 Approved
- H.320, H.323
- Video
  - H.261, H.263, H.281 (far end camera control)
- Audio
  - G.711, G.722, G.728

Data Rates/Frame Rates

- Up to 15fps at 256 Kbps
- Up to 30fps at 768 Kbps

Audio

- Microphone with full-duplex
- Mute button
- Echo cancellation
- Noise suppression,
- Automatic gain control
- Two (2) microphone inputs
- One (1) flexible stalk included

Video

- Up to 30fps QCIF (176 x 144)
- Picture in Picture (PIP)
- Dual monitor support
- S-Video and Composite Video Inputs

Camera

- Pan/Tilt/Zoom
- Local and remote camera control
- Local and remote camera selection
- Camera must be capable of 460 horizontal line resolution

Monitor

- 14 inch minimum Color
- 460 minimum horizontal line resolution

Connectivity

- T.120 Data Sharing
- Ethernet Port with TCP/IP and BOOTP capability (RJ-45)
- POTS capability

Application software

- Graphical user interface
- On screen controls

Documentation

- All documentation must be included

Cart

- Cabinet/Cart included

Cables

- All cables must be included

Warranty

- One year parts and labor
- Upgradeable to 3 years parts and labor

Video Bridges (MCU)

Standards

- H.243, H.261, H.263, H.281 (H.320 only Far end Camera Control), H.320, H.323
- MCU must embrace in H.243 for control procedures between H.231 video bridges and H.320 codecs.
- T.120 data collaboration
- G.711, G.722 and G.728

Capacity

- Minimum of four (4) video port cards supporting a minimum of eight (8) video bridges configured in a single chassis.
- Support multiple simultaneous videoconferences at multiple speeds and algorithms.

Cascading

- Support a minimum of three (3) video bridge cascade

Switching

- Support voice activated switching
- Conference features:
  - Chair controlled video switching - facilitators at site selects to view
  - Lecture/Broadcast mode - all remote sites see instructor's site; instructor selects any remote site to view.
  - AutoScan Mode - instructor sees remote sites in a timed-sequence. Timing of sequence can be adjusted.
  - Direct Mode - single facilitator selects which site to view
  - Audio Only mode - audio only sites can dial in via POTS and participate in audio only
  - Continuous Presence - allows a minimum of four (4) sites to appear simultaneously in a single monitor/conference with a least two (2) continuous presence cnferences operating simultaneously.
  - Speed Matching/Transcoding

Reservation and Diagnostics

- Must provide a Conference Reservation System. Reservation feature must provide advanced scheduling capabilities with automatic dial up and/or manual dial-in of conference sites, ad-hoc conferencing configurations and "on-the-fly" reconfiguration of existing conferences.
- Operations control and monitoring of multipoint conferences must be included and must provide complete analysis and control of conferences.

Network Interface

- Must support DDM network interface

APPENDIX F – TABLE OF CONTENTS PROCEDURES MANUAL

1 Introduction
- 1.1 General
- 1.2 How to Use This Procedures Manual
- 1.3 The 'XYZ' Team
- 1.4 The 'XYZ' Team Organization

2 Authorized User Procedures for Delivery Order Processing
- 2.1 General
- 2.2 Equipment Only Ordering
- 2.3 Request for Quotation Submission
- 2.4 Request for Quotation Response
- 2.5 Delivery Order Issuance
- 2.6 Delivery Order Modifications

3 Installation and Integration
- 3.1 Pre-Installation/Integration Planning
- 3.2 Coordination with Ordering Authorized User
- 3.3 Schedules and Milestones
- 3.4 Site Availability
- 3.5 Inspection and Acceptance
  - 3.5.1 Loss or damage in transit
  - 3.5.2 Receipt of Systems
  - 3.5.3 Inspection
  - 3.5.4 Installation
  - 3.5.5 Acceptance Test
- 3.6 Training
- 3.7 Documentation
- 3.8 Warranty

4 Problem Resolution
- 4.1 Procedures (General)
- 4.2 Help Desk
- 4.3 Response Time
- 4.4 Problem Determination
- 4.5 Repair
- 4.6 Problem Escalation Procedures

5 Invoices
- 5.1 Invoice Requirements
- 5.2 Invoice Submission Schedule
- 5.3 Invoice Authorized User Approvals
- 5.4 Payment

Other topics may include Roles and Responsibilities, Product Demonstrations before purchase, site visits, sample forms, procedure flowchart, etc.