Commonwealth of Virginia
Virginia Information Technologies Agency

SEAT MANAGEMENT SERVICES

Optional Use Contract

Date:	July 7, 2004
Contract #:	VA-000920-USYS
Authorized User:	State Agencies, Institutions and Other Public Bodies
Contractor:	UNISYS Corporation 4701 Cox Road Suite 400 Glen Allen, VA 23060
FIN:	38-0387840
Contact Person:	William Casey Phone: 804-967-7309 william.casey@unisys.com
Term:	September 20, 2004 – September 19, 2005
Payment:	Net 30 days

For Additional Information, Please Contact:

Contract Information:
Doug Crenshaw
Technical Contract Officer
Phone: 804-371-5993
E-Mail: doug.crenshaw@vita.virginia.gov
Fax: 804-371-5969

or
Ann Sells
Technical Contract Officer
Phone: 804-371-5988
E-Mail: ann.sells@vita.virginia.gov
Fax: 804-371-5969

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at http://asd.viriginia.gov

CONTRACT #VA-000920-USYS

CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
	To extend contract term	06/28/04

MODIFICATION #5
TO
CONTRACT NUMBER VA-000920-USYS
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
UNISYS CORPORATION

This MODIFICATION #5 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and UNISYS CORPORATION, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #5 is hereby incorporated into and made an integral part of Contract VA-000920-USYS, as modified.

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

Reference: Article 39-TERM.

Both above-referenced parties hereby agree to extend the term of Contract VA-000920-USYS from September 20, 2004 through September 19, 2005.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-000920-USYS and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

UNISYS CORPORATION	COMMONWEALTH OF VIRGINIA
BY: James I Matte	BY:
NAME: JAMES I. MATTE	NAME: Timothy W. Moore
TITLE: CONTRACT MANAGER	TITLE: Integrated Sourcing Manager
DATE: 6/8/04	DATE: 6/8/04

MODIFICATION # 4
TO
CONTRACT NUMBER VA-000920-USYS
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
UNISYS CORPORATION

This MODIFICATION #4 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", or "VITA" (Virginia Information Technologies Agency) and Unisys Corporation., hereinafter referred to as "Contractor", or "Unisys". This Modification #4 is hereby incorporated into and made an integral part of the Agreement, VA-000920-USYS, or Contract.

1. **REFERENCE:** Agreement VA-000920-USYS, numbered paragraph 39 entitled TERM:

At the execution of this Modification #4, the TERM is extended from September 21, 2003 to September 20, 2004.

2. The Virginia General Assembly passed legislation that abolishes the Department of information Technology as of July 1, 2003. All activities and functions of DIT will be consolidated into a new agency that will become the Virginia Information Technologies Agency. Therefore, for the purposes of this Contract ("Agreement") all references to either the Commonwealth, or DIT, or VITA, shall have the same meaning.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-000920-USYS and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

UNISYS CORPORATION	COMMONWEALTH OF VIRGINIA
BY: James Matie	BY:
NAME: JAMES I. MATIE	NAME: Jeff Davis
TITLE: CONTRACT MANAGER	TITLE: Contracts Manager
DATE: 10/10/03	DATE: 10-14-03

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MODIFICATION # 3
TO
CONTRACT NUMBER VA-000920-USYS
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
UNISYS CORPORATION

This MODIFICATION #3 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", or "DIT" (Department of Information Technology) and Unisys Corporation, hereinafter referred to as "Contractor". This Modification #3 is hereby incorporated into and made an integral part of the Agreement, or Contract, VA-000920-USYS.

This Modification #3 is effective upon execution by both parties.

This Modification #3 documents both parties' agreement to replace the existing first five (5) pages of Appendix 1 to the Contract, with the Attachment A, to this Modification #3.

Attachment A, consisting of pages 1 through 5, incorporated herein and attached hereto, shall effectively replace in their entirety, the first five pages of Appendix 1, to the Contract.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-000920-USYS and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

UNISYS CORPORATION

BY: _____
NAME: W.E. Casey, Jr.
TITLE: Client Relationship Executive
DATE: 10/4/2001

COMMONWEALTH OF VIRGINIA

BY: _____
NAME: Jeff Davis
TITLE: Contracts Manager
DATE: 10-22-01

D.I.T.

ATTACHMENT A
TO
Modification #3
To
Contract VA-000920-USYS

This Attachment A is an integral part of Modification #3 to Contract VA- 000920-USYS.

This Attachment A, consisting of five (5) pages, replaces in their entirety, the first five (5) pages of Appendix 1, to Contract VA-000920-USYS.

Seat Management Services COV Standards (SMSCOV Standards)

Platform Hardware:
Desktop General Business User (DG):

Propose appropriate Intel Pentium III *or later* class PC designed by its manufacturer for *general business* performance level use. Operating System must be the latest available OS in Microsoft's current Windows 2xxx family, currently Windows 2000 Professional. Anti-virus software will be included. The following are minimum specifications:

- ξ 933mhz
- ξ 256MB RAM
- ξ 133mhz Front Side Bus
- ξ 20 GB Hard Disk Drive (ATA-100)
- ξ 48X CD-ROM Drive
- ξ 15" Color LCD Panel Display
- ξ 16MB Video card
- ξ Sound card and speakers
- ξ Choice of desktop, min-desktop or mini-tower deskside case
- ξ Choice of 10/100 Ethernet or Token Ring NIC, w/8' patchcord (Cat 5)
- ξ All driver software

The above is the minimum configuration. Below are suggested option and upgrade choices, which are not meant to be all inclusive:

D.I.T.

- ξ Option/upgrade to 30GB hard drive disk
- ξ Option/upgrade to 56K v.90 modem
- ξ Option/upgrade memory upgrades
- ξ Option/upgrade to 19"or 21" color display monitor or LCD
- ξ Windows 98, Second Edition available upon request
- ξ 17" monitor available at a discounted price

Seat Management Services COV Standards (SMSCOV Standards)

Platform Hardware:

Desktop *Engineering and Scientific Workstation User (DW):*

Propose appropriate Intel Pentium III *or later* class PC designed by its manufacturer for *general business* performance level use. Operating System must be the latest available OS in Microsoft's current Windows 2xxx family, currently Windows 2000 Professional. Anti-virus software will be included. The following are minimum specifications:

- ξ 1 GIG
- ξ 256MB RAM (SDRAM)
- ξ 133mhz Front Side Bus
- ξ 30 GB Hard Disk Drive (ATA-100 or Ultra-wide SCSI)
- ξ DVD-ROM Drive
- ξ 15" Color LCD Panel Display
- ξ 32MB Video card
- ξ Sound card and speakers w/subwoofer
- ξ Choice of desktop or mini/mid tower case
- ξ Choice of 10/100 Ethernet or Token Ring NIC, w/8' patchcord (Cat 5)
- ξ All driver software

The above is the minimum configuration. Below are suggested option and upgrade choices, which are not meant to be all inclusive:

D.I.T.

- ξ Option/upgrade to 40 or 60GB hard drive disk
- ξ Option/upgrade to DVD-CD-RW combo drive
- ξ Option/upgrade to 56K v.90 modem
- ξ Option/upgrade memory upgrades
- ξ Option/upgrade to 19"or 21" color display monitor or LCD
- ξ Option/upgrade to trackball or graphics tablet
- ξ 17" monitor available at a discounted price

SMS Standards (continued)

Portable *General Business User (PG):*

Propose appropriate Intel Pentium III *or later* class PC designed by its manufacturer for *general business* performance level use. Operating System must be the latest available OS in Microsoft's current Windows 2xxx family, currently Windows 2000 Professional. Anti-virus software will be included. The following are minimum specifications:

- ξ 750mhz
- ξ 256MB RAM
- ξ 10 GB Hard Disk Drive
- ξ Modular 24X CD-ROM Drive
- ξ 14.1" TFT SVGA LCD Panel Display
- ξ 8MB Video card
- ξ Sound: microphone and speakers
- ξ 1 PCMCIA Type 3 slot or 2 type 2 slots
- ξ USB ports
- ξ Lithium battery and charger
- ξ 100mhz bus speed
- ξ modular 3 ½" disk drive
- ξ All driver software

The above is the minimum configuration. Below are suggested option and upgrade choices, which are not meant to be all inclusive:

- ξ Option/upgrade to 10/100 Ethernet or Token Ring PC CARD, w/8' patchcord (Cat 5)
- ξ Option/upgrade to 20GB hard drive disk
- ξ Option/upgrade to 56K v.90 internal or PC CARD modem
- ξ Option/upgrade memory in 16MB increments
- ξ Option/upgrade to port replicator or docking station
- ξ Option/upgrade to modular DVD drive and 16 MB Video card combo

D.I.T.

SMS Standards (continued)

Portable *Engineering and Scientific Workstation User (PW):*

Propose appropriate Intel Pentium III *or later* class PC designed by its manufacturer for *general business* performance level use. Operating System must be the latest available OS in Microsoft's current Windows 2xxx family, currently Windows 2000 Professional. Anti-virus software will be included. The following are minimum specifications:

- ξ 850mhz
- ξ 256MB RAM
- ξ 100mhz bus speed
- ξ 20 GB Hard Disk Drive
- ξ DVD-ROM Drive 3 ½" floppy modular
- ξ 14.1" XGA TFT LCD Panel Display
- ξ 16MB Video card
- ξ Sound: microphone and speakers
- ξ 1 PCMCIA Type 3 slot or 2 type 2 slots
- ξ Lithium battery and charger
- ξ All driver software
- ξ USB ports

The above is the minimum configuration. Below are suggested option and upgrade choices, which are not meant to be all inclusive:

- ξ Option/upgrade to 10/100 Ethernet or Token Ring PC CARD, w/8' patchcord (cat 5)
- ξ Option/upgrade to 30GB hard drive disk
- ξ Option/upgrade to 56K v.90 internal or PC CARD modem
- ξ Option/upgrade memory in 64MB increments
- ξ Option/upgrade to port replicator or docking station
- ξ Option/upgrade to modular DVD-CD-RW combo drive

D.I.T.

SMS Standards (continued)

Server *(S)*:

Seat Management vendors may present server solutions in the following three categories: small business (maximum 50 people), workgroup(recommended max of 120 concurrent connections, multi role server), and singular role departmental. The following are minimum specifications:

- x86 architecture
- 512MB ECC SDRAM
- multi processor capable
- fault tolerant data storage
- raid standard 1, 0+1, 3 or 5
- SCSI-3 storage
- 48x CD-ROM Drive
- 15" SVGA Display, 800 by 600 resolution
- PCI/ISA Bus architecture
- Integrated Video card
- 10/100 Ethernet (Cat 5) or Token Ring PCI card w/8 foot network connectivity cable
- 40GB/80GB SCSI Tape Drive
- Redundant power supply
- Battery backups with auto server shutdown capabilities

The above is the minimum configuration. Below are suggested option and upgrade choices, which are not meant to be all inclusive:

D.I.T.

- Option/upgrade to add tape drives and/or tape media
- Option/upgrade memory
- Option anti-virus software
- Option/upgrade to rack mount chassis with rack
- Option Clustering
- Optional discount - server available without monitor
- Option Load balancing

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MODIFICATION # 2
TO
CONTRACT NUMBER VA-000920-USYS
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
UNISYS CORPORATION

This MODIFICATION #2 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", or "DIT" (Department of Information Technology) and Unisys Corporation, hereinafter referred to as "Contractor". This Modification #2 is hereby incorporated into and made an integral part of the Agreement, or Contract, VA-000920-USYS.

This Modification #2 is effective upon execution by both parties.

Both above referenced parties hereby agree to amend Contract VA-000920-USYS as delineated below. This Modification #2 depicts the procedures identified to both parties, wherein once executed, the procedures may be followed by both parties for the addition of Services to said Contract.

Attachment A to this Modification #2, incorporated herein, is the Contractor form for identifying and requesting Services' addition to the Contract. Once executed by the Contractor and submitted to the SMS (Department of Technology Planning, Seat Management Section), or any other appropriate body as identified by DIT, the SMS will either approve or reject, at their (SMS) sole discretion, and if applicable, forward to DIT for final approval and execution, or in its (DIT's) sole discretion, rejection of the proposed addition to the Contract.

1. For any and every Service added to said Contract, via Attachment A, the following additional terms and conditions (Sections **A. or B.**) shall apply in every instance.

A. For any Service except the addition of brand families for the fulfillment of a SEAT, or platform hardware:

1. For any Service added to subject Contract, the Services shall be available to all "authorized users" in every instance, for the life of the Contract to include all renewals thereof.

2. Pricing for additional Service/s shall be mutually agreed to; any price increases for additional Services shall be maintained by the Contract in its current form.

3. The Contractor agrees to update his web site to identify Services and pricing.

D.I.T.

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4. The Contractor shall not delete any Service, for the life of the Contract and any renewals thereof. THE CONTRACTOR HEREBY REPRESENTS AND WARRANTS THAT ALL SERVICES SHALL BE AVAILABLE TO ALL AUTHORIZED USERS FOR THE LIFE OF THE CONTRACT, AND ANY OTHER REPRESENTATION SHALL BE CONSIDERED A BREACH BY THE CONTRACTOR WHICH MAY BE REMEDIED BY IMMEDIATE TERMINATION OF THE AGREEMENT WITHOUT LIMITATION.

B. For any Service concerning the specific addition of brand families the following additional terms and conditions shall apply in every instance

1. For any brand family of hardware added, the price shall not exceed the lowest price of any brand family originally awarded. The price shall be a NOT TO EXCEED PRICE and shall never, in any circumstance exceed that price.
2. For any brand family of hardware added, the Contractor represents and warrants that the brand family shall be available to all "authorized users" during the remaining life of the Contract to include all renewals.
3. The Contractor shall not delete any brand family. The Contractor shall not substitute any brand family. For any extreme event wherein a brand family is not generally available, a Contract modification is required prior to removal of that specific brand family from subject Contract. THE CONTRACTOR SHALL BE IN BREACH OF THIS AGREEMENT FOR ANY INSTANCE WHEREIN ALL BRAND FAMILIES ARE NOT AVAILABLE TO ALL AUTHORIZED USERS. THE CONTRACTOR SHALL BE IN BREACH OF THIS AGREEMENT FOR ANY INSTANCE WHEREBY THE CONTRACTOR HAS DELETED A BRAND FAMILY WITHOUT THE PRIOR WRITTEN CONSENT, DOCUMENTED AS A MODIFICATION TO SAID CONTRACT, OF THE COMMONWEALTH OF VIRGINIA. D.I.T.
4. The Contract as represented by the Agreement and all modifications thereto and the Contractor may not represent more that six (6) brands at any one time, for the life of the Contract to include all renewals thereof.
5. The Contractor is required to identify the OEM web site for product pricing, availability and other information.
6. The Contractor shall provide enough information, to be attached to his submitted Attachment A, wherein the SMS can make the determination that the brand family submitted will meet or exceed the Commonwealth's performance specifications assigned to the specific designation, i.e., desktop general business, desktop engineering and scientific, or other. D.I.T.
7. The Contractor shall provide the exact same maintenance schedules as denoted in the SMSCOV Standards for any additional brand.

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The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-000920-USYS and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

UNISYS CORPORATION

BY: W.E. Casey Jr.
NAME: W.E. CASEY, JR.
TITLE: CLIENT RELATIONSHIP EXECUTIVE
DATE: JULY 5, 2001

COMMONWEALTH OF VIRGINIA

BY: Jeff Davis
NAME: Jeff Davis
TITLE: Contracts Manager
DATE: 7-12-01

D.I.T.

ATTACHMENT A
TO
MODIFICATION #2
TO
CONTRACT VA-000920-USYS

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CONTRACTOR'S PETITION

Requesting New Services be added to

Contract VA-000920-USYS

SMS Tracking Number _____
Modification # (Assigned by DIT)_____

Petitioner_____
Date _____

By executing this form, the Contractor, as identified in the above referenced Agreement, hereby requests the Commonwealth add the specific Service as identified herein, to Contract VA-000920-USYS.

Specific Service or brand family to be added:_____

The Contractor hereby represents and warrants that until such action as taken by the Commonwealth that results in the addition of the identified Service to the subject Contract, he (Contractor) shall not sell, represent that this action is imminent, or otherwise infer that the Service is forthcoming. Any addition of Service to the subject Contract is at the Commonwealth's sole discretion and is dependent upon an evaluation conducted by SMS, which is not limited by time. No Service shall be added to subject Contract until this form has been executed by the Contracts Manager or his designee, DIT.

DIT

Identify Pricing of Service:_____

Without equivocation, as evidenced by the signature below, the Contractor warrants that the above Service shall and will be available to all "authorized users" for the Term of the Contract, to include all renewals thereof and any other representation made by the Contractor shall be considered a breach of the Contract.
(Contractor signature)

Additional Terms and Conditions, if any: (note: SMS or DIT may reject any petition based on the addition of extra terms and conditions)

_____

_____

_____

PETITIONER / CONTRACTOR

BY:_____
NAME:_____
TITLE:_____
DATE:_____

DEPARTMENT OF TECHNOLOGY PLANNING, SEAT MANAGEMENT SECTION

BY:_____
NAME:_____
TITLE:_____
DATE:_____

The Commonwealth hereby executes this Petition which effectively adds the identified Service / brand family noted above to subject Contract. This Petition is effective on the date noted below.

COMMONWEALTH OF VIRGINIA

BY:_____
NAME: Jeff Davis
TITLE: Contracts Manager
DATE:_____

D.I.T.

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MODIFICATION # 1
TO
CONTRACT NUMBER VA-00920-USYS
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
UNISYS CORPORATION

This MODIFICATION #1 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", and Unisys Corporation., hereinafter referred to as "Contractor", or "Unisys". This Modification #1 is hereby incorporated into and made an integral part of the Agreement, VA-00920-ACSG, or Contract.

Both above referenced parties agree that the Contractor shall not provide both Total Cost of Ownership (TCO) Services and SMS Services to any one executive branch entity of Virginia State Government under the provisions of Contract VA-00920-USYS.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-000920-USYS and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

UNISYS CORPORATION

BY: _____
NAME: W. E. Casey, Jr.
TITLE: Client Relationship Executive
DATE: May 4, 2001

COMMONWEALTH OF VIRGINIA

BY: _____
NAME: Jeff Davis
TITLE: Contracts Manager
DATE: 5-15-01

MASTER CONTRACT
VA-000920-USYS
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
UNISYS CORPORATION

1 SCOPE OF AGREEMENT

This is an agreement (the "Agreement" or "Contract") between the Commonwealth of Virginia hereinafter referred to as "Commonwealth", "State", or "DIT"(Department of Information Technology) and Unisys Corporation (the "Contractor"), a Delaware corporation having its principal place of business at Suite 202, 6802 Paragon Place, Richmond, Virginia 23230 for the purchase of **Services** (Seat Management Services, "SMS").

This Master Agreement may be used by any state agency, institution of higher education, locality or political subdivision as defined in the Code of Virginia, local school division or other public body of the Commonwealth ("authorized users"). Each authorized user will be solely responsible for any obligations in connection with orders placed by that authorized user. IN NO EVENT SHALL THE COMMONWEALTH OF VIRGINIA OR DIT HAVE ANY FINANCIAL RESPONSIBILITY FOR THE CONTRACTUAL OBLIGATIONS OF THE USERS (AS DEFINED ABOVE) UNDER THIS MASTER CONTRACT.

This Master Agreement may not be used by students. It is the intent of both parties to aggressively pursue a subsequent agreement wherein students' rights and Contractor's provisions are further defined. It is intended that this subsequent agreement shall be an addendum to this Master Agreement. However this paragraph shall not be construed to require an agreement be reached or limit in any way the freedom of either party to determine the contractual content satisfactory to such party.

The Contractor's pricing as listed in Attachment A, hereto is NOT TO EXCEED PRICING. During the initial term and all renewals periods of this Master Agreement, the pricing shall not exceed the pricing as delineated in Attachment A. It is the intent of Attachment A to be dynamic and flexible so as to allow the Contractor to change prices according to the procedure as identified in Attachment A, and herein but at no time during the term will the prices exceed the prices as listed in Attachment A as of the date of execution on this Agreement, for each configuration as delineated in the SMS COV Standards. This Agreement is effective September 20, 2000.

It is the intent of the parties that Attachment A or any other portion of the Agreement may be posted on the Contractor's web site and or the Commonwealth's web site. The Contractor may, from time to time and in accordance with this Agreement, use the web site as an opportunity to enhance its procedures or post additional information, or to identify updated pricing. These undertakings by the Contractor would be considered in every instance, more favorable to the Commonwealth. ANY CHANGES TO THE CONTRACTOR'S WEB SITE DO NOT CONSTITUTE A CHANGE TO THE AGREEMENT.

D.I.T.

2 PURCHASE OPTION

In the event of termination for default, the Commonwealth may at its discretion purchase the Assets in place. The costs to the Commonwealth for the purchase can be calculated as defined in Attachment A, (The Administrative Procedures Manual). The purchase shall be for hardware, or equipment only and does not include Services or Software. Subsequent to the Commonwealth's purchase, all contractual obligations for that SEAT are terminated by both parties.

3 AUTHORIZED REPRESENTATIVES

This Contract may be modified in accordance with Section 11-55 of the Code of Virginia. The only representatives authorized to modify this Agreement on behalf of the Commonwealth and the Contractor are shown below.

CONTRACTOR	**COMMONWEALTH OF VIRGINIA**
Contracts Manager Unisys Corporation 12010 Sunrise Valley Drive Reston, VA 20191	Contracts Manager Dept. of Information Technology Richmond Plaza Bldg., Lobby Level 110 South 7th Street Richmond, VA 23219

4. ACCEPTANCE, TESTING AND COMPLIANCE WITH SPECIFICATIONS

To qualify for acceptance, all Services identified by a specific Order 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 48 hours. Authorized users shall not pay any charges, either beforehand or retroactively, associated with the Contractor's requirement to achieve this performance level. If the Services do not meet the standard of performance during the 48 hour test, the acceptance period may continue on a day to day basis until all Services, comprising the Order, concurrently meet the 95% System Availability level, or Authorized users may not accept the Contractor's Services identified by the Order, and the Order shall automatically terminate at no cost to the Commonwealth. In the absence of any correspondence from the Commonwealth that identifies non-conformance, the Contractor shall determine the Services, accepted by the Commonwealth.

Should it be necessary, the Commonwealth may delay the start of any individual acceptance test, but such a delay shall not exceed thirty consecutive days.

5. SITE AVAILABILITY and DELIVERY

The Commonwealth shall have the site or location ready for the Services to be installed at the time of delivery as identified in the Order. Should the Commonwealth not have the site available for Services at the agreed to date, then the Commonwealth entity may be charged a fee equal to the amount of expenses incurred by the Contractor, for the attempted delivery.

D.I.T.

Any equipment, materials, shall be delivered to the Commonwealth location FOB destination. Contractor shall arrange for delivery of the Services (equipment, hardware, or other), to the Commonwealth premises on the dates agreed to by both parities. The Commonwealth will not be financially obligated or responsible for any equipment, hardware, or other while stored on the Commonwealth property, until such is identified for Acceptance Testing by the Contractor.

Contractor's authorized representatives shall have access to Commonwealth's location during normal business hours in accordance with all security procedures for that specific location and as may be identified herein.

6. FIELD MODIFICATIONS AND OR ENGINEERING CHANGES

During the term of this Agreement, Contractor agrees to keep the Services provided hereunder at the latest OEM sponsored modifications and or engineering change. Such upgrades shall be made as soon as practical after the notification and or engineering change is announced by the OEM to the public, but in no event shall the modification and or engineering change be installed by Contractor later than thirty days after such notification. There shall be no charge to Authorized users for any such modification and or engineering change. Notwithstanding the above, such changes shall be made at mutually agreed times which will not impact the user's business operations.

7. MAINTENANCE

During the term of this Agreement, Contractor agrees to provide all labor, parts and travel necessary to maintain the Services at a Systems Availability level of 95% uptime. The Contractor shall provide on-site maintenance service for all equipment, in either of two Service Levels:

1. Service Level 1; Contractor acknowledges call within one (1) hour of receipt and problem is corrected within 24 hours of initial call. This correction may involve total or partial replacement of Asset or component/s as necessary.

2. Service Level 2; Contractor acknowledges call within one half (1/2) hour of receipt and problem is corrected within 4 hours of initial call. This correction may involve total or partial replacement of Asset or component/s as necessary.

8. LIQUIDATED DAMAGES

The parties recognize that if delivery of the Services identified in the Agreement are not accomplished within the time limits above, Authorized user's damages will be difficult to quantify. Therefore, if the Services are not ready for acceptance testing within 24 hours, after the Contractor agreed to delivery and install date, the parties agree that Contractor shall pay daily liquidated damages that would equal the costs the Commonwealth would have paid for the Services for each day the Services are not installed. However, if the ascertainable portion of the Commonwealth's damages exceeds the foregoing liquidated amount, then the Contractor shall pay the ascertainable portion and shall have no liability for any remaining damages.

O.I.T.

9. INCREASE IN FEES

All fees for Services are due monthly in arrears. There are no additional fees authorized by this Agreement and Contractor shall invoice only for those fees set forth in this Agreement or any executed Delivery Order or Purchase Order referencing this Agreement. After 12 months form Contract execution and annually thereafter, the Contractor may request an increase in labor rates or other "intangibles" associated with this Agreement in accordance with 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 Statistics' Philadelphia Office. If such prices remain the same or decrease for succeeding years, DIT shall be afforded the opportunity to renew the Services identified in this Agreement at the lowest price available to other customers.

10. CREDITS

Any credits due the Commonwealth under the terms of this Agreement may be applied against Contractor's invoices to the applicable agency with appropriate information attached.

11. TITLE

In the event of default, wherein equipment is purchased, Title shall pass to the Commonwealth when all agreed to monies have been paid by the Commonwealth.

12 SUPPLIES

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

13. EQUIPMENT REPLACEMENT

In the event that the Asset, or component thereof, furnished under this agreement experiences continual maintenance downtime, and as a result is inoperative in excess of 5% of total time available for daily service (e.g., 45 hours per week, 180 hours per month, 5% = 9 hours per month) for three consecutive calendar months, the State reserves the right to require the Contractor to replace the Asset or component at no cost to the State. The replacement shall be installed no later than five (5) days after the State requests the Contractor to provide a replacement.

14. RESTRICTIONS ON USE OF ASSET/S

The Commonwealth shall:

a. keep the Asset/s free and clear of all claims, liens and encumbrances.

and

b. not use the Asset/s in any manner or for any purpose for which the Asset/s is not designed or reasonably suited

D.I.T.

and

c. shall not permit any physical alteration of the Asset/s without the prior written consent of the Contractor.

and

d. shall not affix, attach or install any accessory, equipment or device in connection with the Asset/s that might interfere with the operational capacity of the Asset/s. All repairs, parts, supplies, accessories, equipment and devices affixed to the Asset/s shall be deemed accessions to the Assets/s, and unless such accessories can be removed without damaging the Asset/s or interfering with its operation capacity, they shall become the property of the Contractor, provided, however, that Contractor may, at its option, have the Asset/s restored to its original configuration and condition (ordinary wear and tear expected) at Commonwealth's expense upon termination of this Agreement

and

e. shall not affix the Asset/s to any real estate in such a way that it may be deemed a fixture thereto

and

f. shall not remove the Asset/s from the designated Commonwealth Premises without the prior written consent of Contractor, except in the event of an emergency or in such cases that such Asset/s are designed for portability.

15. OWNERSHIP OF ASSET/S

During the terms of this Agreement, or any extension thereof, the Asset/s shall at all times, be and remain the sole and exclusive property of the Contractor or its assign, subject to the Parties' right under any applicable software license agreement. Commonwealth shall have no right, title or interest in the Asset/s. The Commonwealth agrees to allow Contractor to execute Uniform Commercial Code financing statements evidencing the interests of Contractor or its assign in any Schedule or any amounts due thereunder or the Asset/s.

16. CONTRACTOR ACCESS TO COMMONWEALTH LOCATION/S

Commonwealth shall grant to Contractor personnel such access to the Commonwealth location as may be necessary or appropriate for Contractor to perform its obligations under this Agreement, subject to all security issues. For any individual Commonwealth location, the Contractor may be required to undergo additional security procedures that may include but not be limited to; records verification, submission of photos and or fingerprints, etc. The Contractor may at any time, for any Commonwealth location, be required to undertake the execution and completion for each individual employee, the requirement of the submission of additional forms that the Commonwealth would consider reasonable for security measures. These forms may include the individual employee's agreement that all Commonwealth information that is garnered while at the Commonwealth site is confidential and proprietary. Any unauthorized release of proprietary information by the Contractor or Contractor's employees shall constitute a breach of this Agreement.

17 MOVEMENT OF EQUIPMENT

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All equipment relocations shall be performed by the Contractor.

18 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.

19 NON-APPROPRIATION

All payment obligations under this Agreement are subject to appropriated funds being available for expenditure for that purpose. The Commonwealth shall promptly notify the Contractor of any action denying such funding. In such event, any outstanding Orders shall be canceled without further obligation to the extent the affected Products or Services have not yet been duly delivered and accepted.

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

20 GOVERNING LAW

This Agreement shall be deemed executed in Richmond, Virginia. This Agreement and any disputes arising under it shall be governed by the laws of the Commonwealth of Virginia. Any litigation arising in connection with this Agreement shall be brought in the courts of the Commonwealth of Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

21 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) Contractor's second (revised) cost proposal dated August 17, 2000 in response to the Commonwealth's RFP 2000-15 dated February 8, 2000; (2) this document, consisting of Terms and Conditions labeled 1 thorough 55, Attachment A, entitled Administrative Procedures Manual, Attachment B, entitled Lobbying Certificate, Appendix 1, entitled SMS COV Standards, and Appendix 2, entitled Cost Ratio, (3) the specific sections of the Contractor's proposal dated April 26, 2000 in response to the following specific sections of the Commonwealth's RRP 2000-15 dated February 8, 2000, sections: V entitled Statement of Needs, VIII entitled Reporting and Deliverables,; and IX entitled Small, Women-Owned and Minority Business Participation (4) the corresponding sections of the Commonwealth's RFP 2000-15 dated February 8, 2000; (5) all

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executed Orders and Attachments referencing this Agreement;. 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.

22 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 Sections 11-51 of the Virginia Public Procurement Act.

1. During the performance of this Agreement, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

b. 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.

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

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

23 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.

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24 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 contract 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.

25 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 antirust 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.

26 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 all the Assets and Services delivered hereunder 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 Assets or Services, and that such other party has agreed in writing that it has no objection thereto.

27 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.

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The Department of Information Technology, Commonwealth, or other authorized user, their officers, agents and employees, including, without limitation, the Contracts Manager, DIT, 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 will 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.

28 INVOICES

All invoices shall be rendered promptly after all Services covered by the invoice have been accepted. All payments for Services shall be monthly in arrears. No invoice may include any costs other than those identified in the executed Order or Attachment referencing this Agreement. Without limiting the foregoing, all shipping costs are the Contractor's responsibility. Invoices shall provide at a minimum:

1 Type and description of the Service;

2. Serial number, if any;
3. Charge for each item, and;
4. This Agreement Number and the individual Order Number referencing this Agreement;

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

Payment for Services of less than one month's duration shall be prorated at 1/30th of the basic monthly charges for each calendar day.

29 PROMPT PAYMENT

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

In accordance with the Virginia Public Procurement Act, all proper charges for which payment is more than seven (7) days overdue shall accrue interest as provided in Sections 11-62.1 through 11-62.9 of the Code of Virginia. The rate of interest shall be determined in accordance with Section 11-62.5 of the Code of Virginia. In no event shall any interest penalty accrue, however, when payment is delayed because of a disagreement between the Commonwealth and the Contractor.

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regarding the quantity, quality or time of delivery of any Asset or Service or the accuracy or correctness of any invoice. The Contractor shall notify the Controller, or appropriate fiscal officer

of the affected agency, institution, locality or individual user of all invoices that are in excess of thirty (30) days old.

30 PAYMENTS TO SUBCONTRACTORS

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

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

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

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

31 THIRD PARTY BILLING

All Assets or Services provided under this Contract, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, or such lessor price as agreed upon between the parties, regardless of which public agency or individual user is being billed.

32 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 Show Cause Notice identifying such noncompliance; or (d) fails

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to provide a written response to the Commonwealth's Show Cause Notice 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 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.

33 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.

34. 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 investigation of, such offeror fails to satisfy the commonwealth that such offeror is properly qualified to carry out the obligation of the contract and to provide the services and furnish the goods contemplated therein.

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35 TAXES - FEDERAL, STATE AND LOCAL

The Commonwealth is exempt from Federal excise tax and from all State and local taxes. The Contractor shall not include such taxes in any invoices under this Agreement. Upon request, the Commonwealth shall furnish the Contractor with tax exemption certificates.

36 LIABILITY

Contractor shall maintain such personal injury and property damage liability insurance as necessary to protect itself from claims arising out of the performance of this Agreement. Contractor shall indemnify and hold harmless the Commonwealth, its officers, agents and employees from any and all claims, suits, actions, liabilities and costs of any kind, including attorneys fees, for personal injury and damage to real or personal property arising from the wrongful acts or omissions of the Contractor, its agents, officers, employees or subcontractors.

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

37 ASSIGNMENT

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Agreement shall not be assignable, in whole or in part, to any other party without the Department of Information Technology's (DIT's) written consent, and that any purported assignment or transfer without such consent shall be null and void. If any law limits the right of the parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be as follows. The Contractor shall give the Contracts manager, DIT prompt written notice of the assignment, signed by authorized representatives of both the Contractor and the assignee. This written notice shall be on the Department of Information Technology's (DIT's) "Assignment Notice / Payment Instruction" form and shall provide all information requested on that form. Copies of the form may be obtained from the Contracts Manager DIT. Upon DIT's acknowledgment of receipt of the properly executed form, the Assignee shall notify the agency, institution, locality or individual user of the assignment and shall supply the affected party with a copy of the properly executed form. Any payments made prior to DIT's receipt of such notification and form shall not be covered by this assignment.

In the event the authorized user receives any notice from a third party claiming to be an assignee of any rights of the Contractor under this Agreement, Contractor agrees that payment or other performance in respect of those rights shall not be due until at least thirty days after DIT's receipt of the notice required by the above paragraph or receipt of a similarly executed notice confirming the absence or revocation of the purported assignment. The Acquisition Services Division of DIT shall promptly notify the Contractor of any assignment notice it receives.

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38 FUTURE EVOLUTION AND NEW DEVELOPMENT OF SERVICES

It is the intent of this Agreement to allow the inclusion of Services as are developed and tested by the industry. Should new equipment be developed that would precipitate new Services being available to the Commonwealth, then at the Commonwealth's sole discretion, these new Services may be added to the Contract via a Modification mutually agreed upon by both parities.

39 TERM

This Agreement shall take effect on the date of its final execution by both parties, and shall continue for a period of three (3) years, unless sooner terminated as provided in this Agreement. Upon expiration of the initial term, the Agreement may be renewed for four (4) additional one year periods, at the Commonwealth's discretion. Should the Commonwealth choose to renew the Agreement, a written notice shall be sent to the Contractor 90 days prior to the end of the then current term. The Agreement shall continue after the expiration date only for the Services duly Ordered and Delivered prior to the expiration date. The Agreement will expire after all Services identified in an individual Order referencing this Agreement have been completed.

40 RETURN OF ASSET/S

Except as otherwise provide in this Agreement, or upon termination of this Agreement, Commonwealth shall immediately make the Commonwealth location available to the Contractor for de-installation of Asset/s by the Contractor. The Contractor shall bear all costs of de-installation of the Assets and return shipping to the Contractor's facility.

41 NEW EQUIPMENT

All Assets furnished under this Agreement as a basis for Services, shall be new, unused equipment.

42. 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

43 PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE

The Contractor agrees that all software installed and utilized on Contractor's Assets contains information proprietary to the Commonwealth of Virginia and other third party software vendors and that disclosure of such information could cause irreparable damage to the Commonwealth of Virginia and its citizens. Therefore, Contractor agrees to hold all information and or software disclosed through operation of this Agreement in strict confidence, as required by this Section and use such information only in performance of this Agreement. No information or software utilized

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by the Commonwealth while at Contractor's facilities shall be duplicated or furnished to others without the prior written consent of DIT.

Contractor acknowledges that in the course of performing services hereunder its personnel and subcontractors (if any) will have access to confidential information about COV's business, operations, employees, and customers. Contractor agrees that, except as directed by COV, Contractor its employees and its subcontractors shall not at any time during or after the term of this Agreement (a) disclose any Confidential Information to any third party, (b) permit any third party to examine and/or make copies of any reports, documents or electronic data containing Confidential Information (whether they are prepared by Contractor or come into Contractor's possession or under Contractor's control by reason of Contractor's services) or (c) use any Confidential Information for any reason other than in the performance of services hereunder. Upon termination of this Agreement, Contractor shall return to COV or at COV's request destroy, all reports, documents, electronic data and other matter in Contractor's possession or under Contractor's control that contain or relate to Confidential Information. Contractor may disclose Confidential Information to such of its personnel as have a need therefor in the performance of their duties for COV, provided, however, that Contractor shall inform all such personnel of their confidentiality obligations hereunder and shall use its absolute best efforts to ensure their compliance therewith. Contractor shall not be required to treat as confidential any information which:

(a) contractor can demonstrate was in its possession prior to execution of this Agreement
(b) has become generally available in the public domain without breach of this Agreement
(c) becomes lawfully available to Contractor from a source other than the Commonwealth

ANY RELEASE OF PROPRIETARY OR CONFIDENTIAL INFORMATION BY THE CONTRACTOR OR CONTRACTOR'S EMPLOYEES SHALL BE CONSIDERED A BREACH OF THIS AGREEMENT. THE CONTRACTOR SHALL NOT USE THE CONFIDENTIAL INFORMATION OF THE COMMONWEALTH FOR ITS OWN BENEFIT OR FOR THE BENEFIT OF ANY THIRD PARTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT IN PERPETUITY.

44 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. <u>This information shall be provided separately for small businesses, minority-owned businesses and women-owned businesses.</u>

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.

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45 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		_____	_____	_____

46 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, DIT 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.

47 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 the above paragraph. 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

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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 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.

48 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

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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 Section (55) 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.

49 MODIFICATIONS

This Contract maybe modified in accordance with Section 11-55 of the Code of Virginia. No modifications to this contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. For purposes of the Contract, the only authorized representative for the Commonwealth shall be the Contracts Manager, DIT or his duly designated designee. Any contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or $10,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

50 TITLE SOFTWARE/FIRMWARE

The Contractor represents and warrants that it is the sole owner of the software/firmware product or, if not the owner, has received all proper authorizations from the owner to license the software/firmware product, and has the full right and power to grant the rights contained in this Contract. Contractor further warrants and represents that the software/firmware product is of original development, and that the package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person.

51 TERM OF LICENSE

The license(s) granted to the State are for the use of the software/firmware product at the using agency's computing facilities (site) and on the equipment or for the purposes identified for the term of the Service.

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52 TERMS OF USE

The State's rights in computer software/firmware developed at private expense may be restricted by the Contractor in accordance with this contract. As a minimum, however, the State shall have:

a. Unlimited use of such software/firmware on the equipment for which it is acquired and any future upgrades of such equipment;

b. Use of such software/firmware with a backup system if the system(s) for which or with which it was acquired is inoperative because of a malfunction, or during an emergency, or the performance or engineering changes or changes in features or model;

c. The right to use such software/firmware at any state installation to which the computer(s) may be transferred by the State;

d. The right to copy such computer programs for safekeeping (archives) or backup purposes;

53 VENDORS MANUAL

As stated Section 5.4 of the Vendors Manual, in the event of a conflict between the Vendors Manual an other provisions of this Agreement, such other provisions shall take precedence. This Solicitations is subject to the provisions of the Commonwealth of Virginia Vendors Manual dated December 1998 and any revisions thereto, which are herby incorporated into this Agreement in their entirely. A copy of the manual is available from the purchasing office and can also be obtained by calling the Davison of Purchases and Supply at 804-786-3842.

54 TYPE CONTRACT

This is an Indefinite Delivery, Indefinite Quantity requirements **Master Contract**.

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~~54 TYPE CONTRACT~~

~~This is an Indefinite Delivery, Indefinite Quantity requirements Master Contract.~~

55 INSURANCE

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

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation – Statutory requirements and benefits; require that the Commonwealth of Virginia be added as an additional named insured on Contractor's policy.
2. Employers Liability - $100,000.
3. Commercial General Liability - $500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.
4. Automobile Liability - $500,000 – Combined single limit. (Only if motor vehicle is to be used in the contract.)

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.

UNISYS CORPORATION	COMMONWEALTH OF VIRGINIA
BY: James Matte	BY:
NAME: James Matte	NAME: Jeff Davis
TITLE: Contracts Manager	TITLE: Contracts Manager
DATE: September 15, 2000	DATE: 9-15-00

ATTACHMENT "B"
TO
AGREEMENT VA-000920-USYS

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: James Matte

Printed Name: James Matte

Organization: Unisys Corporation

Date: 15 September 2000

APPENDIX 1
TO
CONTRACT VA-000920-USYS

SEAT MANAGEMENT SERVICES COV STANDARDS (SMSCOV STANDARDS)

PLATFORM HARDWARE:

DESKTOP *GENERAL BUSINESS USER (DG):*

Propose appropriate Intel Pentium III *or later* class PC designed by its manufacturer for *general business* performance level use. Operating System must be the latest available OS in Microsoft's current Windows 9X family, currently Windows 98, Second Edition. The following are minimum specifications:

- 750 mhz.
- 128MB RAM
- 100mhz Front Side Bus
- 13GB Hard Disk Drive (ATA-66)
- 40x CD-ROM Drive
- 15" Color LCD Panel Display, 8MB Video card
- Sound card and speakers
- choice of desktop, mini-desktop or mini-tower deskside case
- choice of 10/100 Ethernet or Token Ring NIC, w/ 8' patchcord
- all driver software

THE ABOVE IS THE MINIMUM CONFIGURATION. BELOW ARE SUGGESTED OPTION AND UPGRADE CHOICES, WHICH ARE NOT MEANT TO BE ALL INCLUSIVE (PLEASE PROVIDE ALL AVAILABLE):

- option/upgrade to 20GB hard disk drive
- option/upgrade to 56K V.90 modem
- option/upgrade memory in 64MB increments
- option/upgrade to 19" or 21" color display monitor or LCD

D.I.T.

SMSCOV STANDARDS (CONTINUED)

DESKTOP *ENGINEERING AND SCIENTIFIC WORKSTATION USER (DW):*

Propose appropriate Intel Pentium III *or later* class PC designed by its manufacturer for *workstation* performance level use. Operating System must be the latest available Professional OS in Microsoft's current Windows 2XXX family, currently Windows 2000 Professional. The following are minimum specifications:

- 800 mhz.
- 133mhz Front Side bus
- 256MB RAM (ECC or RDRM)
- 20GB Hard Disk Drive (ATA-66 or Ultra-wide SCSI)
- DVD-ROM Drive
- 15" Color LCD Panel Display, 32MB Video card
- Sound card and speakers w/subwoofer
- choice of desktop or mini/mid tower case
- choice of 10/100 Ethernet or Token Ring NIC, w/ 8' patchcord
- all driver software

THE ABOVE IS THE MINIMUM CONFIGURATION. BELOW ARE SUGGESTED OPTION AND UPGRADE CHOICES, WHICH ARE NOT MEANT TO BE ALL INCLUSIVE (PLEASE PROVIDE ALL AVAILABLE):

- option/upgrade to 30GB hard disk drive
- option/upgrade to DVD-CD-RW or CD-RW disk drive
- option/upgrade to 56K V.90 modem
- option/upgrade memory in 128MB increments
- option/upgrade to 19" or 21" color display monitor or LCD
- option/upgrade to trackball or graphics tablet

D.I.T.

SMS STANDARDS (CONTINUED)

PORTABLE *GENERAL BUSINESS USER (PG):*

Propose appropriate Intel Pentium III *or later* class PC designed by its manufacturer for *general business* performance level use. Operating System must be the latest available OS in Microsoft's current Windows 9X family, currently Windows 98, Second Edition. The following are minimum specifications:

- 500 mhz
- 128MB RAM
- 8GB Hard Disk Drive
- 24x CD-ROM Drive
- 11" TFT SVGA LCD Panel Display, 4MB Video
- Sound: microphone and speakers
- PCMCIA slots
- Infra-red
- Li-ion battery and charger
- all driver software

THE ABOVE IS THE MINIMUM CONFIGURATION. BELOW ARE SUGGESTED OPTION AND UPGRADE CHOICES, WHICH ARE NOT MEANT TO BE ALL INCLUSIVE (PLEASE PROVIDE ALL AVAILABLE):

- Option/upgrade to 10/100 Ethernet or Token Ring PC CARD, w/ 8' patchcord
- option/upgrade to 20GB hard disk drive
- option/upgrade to 56K V.90 internal or PC CARD modem
- option/upgrade memory in 16MB increments
- option/upgrade to Port Replicator

D.I.T.

SMSCOV STANDARDS (CONTINUED)

PORTABLE *ENGINEERING AND SCIENTIFIC WORKSTATION USER (PW):*

Propose appropriate Intel Pentium III *or later* class PC designed by its manufacturer for *workstation* performance level use. Operating System must be the latest available Professional OS in Microsoft's current Windows 2XXX family, currently Windows 2000 Professional. The following are minimum specifications:

- 650 mhz.
- 128MB RAM
- 100mhz bus speed
- 18GB Hard Disk Drive
- DVD-ROM Drive
- 14" XGA TFT LCD Panel Display, 8MB Video card
- PCMCIA slots
- Infra-red
- Sound: microphone and speakers
- Li-ion battery and charger
- all driver software

THE ABOVE IS THE MINIMUM CONFIGURATION. BELOW ARE SUGGESTED OPTION AND UPGRADE CHOICES, WHICH ARE NOT MEANT TO BE ALL INCLUSIVE (PLEASE PROVIDE ALL AVAILABLE):

- Option/upgrade to 10/100 Ethernet or Token Ring PC CARD, w/ 8' patchcord
- option/upgrade to 30GB hard disk drive
- option/upgrade to DVD-CD-RW disk drive
- option/upgrade to 56K V.90 internal or PC CARD modem
- option/upgrade memory in 64MB increments
- option/upgrade to Port Replicator or Docking Station

D.I.T.

SMS STANDARDS (CONTINUED)

***SERVER(S)*:**

Propose appropriate Intel Pentium III Xeon class Server designed by its manufacturer for *server* performance level use. Operating System must be the latest available server OS in Microsoft's current Windows 2xxx family, currently Windows 2000 Advanced Server 25-CAL, (with 25 client access licenses). The following are minimum specifications:

- 733 mhz.
- Full Tower chassis
- Dual processor capable
- 512MB ECC RAM
- 100GB (minimum) of Ultra2 SCSI RAID5 storage
- 20x CD-ROM Drive
- 15" XGA Display, 2MB Video card
- 10/100 Ethernet or Token Ring NIC, w/ 8' patchcord
- 35GB/70GB DLT Tape Drive
- UPS
- server management software
- all driver software

THE ABOVE IS THE MINIMUM CONFIGURATION. BELOW ARE SUGGESTED OPTION AND UPGRADE CHOICES, WHICH ARE NOT MEANT TO BE ALL INCLUSIVE (PLEASE PROVIDE ALL AVAILABLE):

- option/upgrade to add 35GB/70GB DLT Tape Drive
- option/upgrade to add - 10/100 Ethernet or Token Ring NIC, w/ 8' patchcord
- option/upgrade to add 56K V.90 internal or external modem
- option/upgrade to add memory in 128MB increments
- option/upgrade to rack mount chassis with rack

D.I.T.

SMSCOV STANDARDS (CONTINUED)

General Requirements:

1. Up to two (2) brand families will be allowed, per proposal. Each brand family must include all of the SMSCOV Standard Configurations. All options and/or upgrades offered, while not required to be the same brand as the equipment, must be directly available from, and supported by, the manufacturer of the proposed brand of equipment.

2. The end-user agency may select either of the brands available from the Contractor at the time of initial order. The Contractor's Tangible Cost Component monthly price must be the same for both brands offered.

3. Provide a complete listing of all hardware proposed under this agreement, by product brand name, model, and manufacturer. The offeror must state clearly the brand, model and configuration of the base unit proposed to meet the SMS standards for each configuration. This shall become the minimum configuration that may be supplied. Offeror must provide as part of the electronic response, manufacturer's standard specification sheets for all proposed hardware.

4. Provide a complete current listing of the manufacturer's distributors, aggregators, master dealers, or other entities in the manufacturer's supply chain that may supply product(s) and/or support for product(s) to the offeror, for his purposes of performing under this agreement, by distributor, manufacturer, and product name.

5. Provide a current contact listing for each manufacturer and distributor. Provide a responsible manufacturer and distributor contact person who can verify and attest in writing to the following:

    1. offeror's formal business relationship with manufacturer/distributor (i.e. regular dealer)
    2. distributor's formal business relationship with manufacturer (i.e. authorization)
    3. offeror's adequate line-of-credit, for purposes of supporting this agreement (i.e. credit limit)
    4. distributor's and manufacturer's commitment to supporting offeror on this contract

6. Provide a current listing, certified by each manufacturer, of all standards, voluntary or otherwise (i.e. FIPS, IEEE, ANSI, Microsoft, etc.) that the proposed hardware conforms with, and also a listing of any laboratory testing results (NSTL, UL, etc.) available for the proposed hardware, as well as copies of the lab reports.

7. Provide a current listing of all certifications and applicable industry recognized standards, voluntary or otherwise, which the prime contractor, and any sub-contractor firm(s), holds or conforms with.

D.I.T.

SMSCOV STANDARDS (CONTINUED)

SOFTWARE:

The Commonwealth enjoys various statewide software contracts with Microsoft, IBM/Lotus, Novell and other software publishing companies. All application software will be obtained from these COV contracts (or through other means) by individual agencies for use on PCs supplied under this agreement. The *Commonwealth* desires Contractor support for the broadest possible selection of software titles, under this agreement. Please describe in detail your general software support capabilities and manufacturer Certification(s), which allow your firm to support both end user/client and agency MIS levels of support for application software titles that may be of interest to The Commonwealth.

APPLICATION SOFTWARE: Offeror(s) must propose support for Microsoft's complete family of application software products, as well as any other software families, suites or applications (a list must be provided) your firm can support.

SPECIALTY USE SOFTWARE: Propose support for any specialty Commercial Of-the-Shelf (COTS) software that your firm can support. Please list by category, i.e. communications, graphics, etc.

OPERATING SYSTEMS: Microsoft's Windows 9X and 2XXX families of OS software must be proposed. Contractor must supply and support these Microsoft products.

DRIVERS: Contractor must supply and support drivers for any and all devices supplied under this agreement.

SERVICE LEVEL REQUIREMENTS SUMMARY

A method of measuring and evaluating performance levels and user/client levels of satisfaction with each Service Level must be proposed. Quarterly reports of measurement and annual reports of user/client satisfaction must be provided to the Contracts Manager, DIT, and each agency contact.

Contractors must meet or exceed the following Service Levels:

1. SL1: Service Level 1 - Maintenance of hardware and eligible software.

Contractor acknowledges call with agency contact within 1 hour of notification of a problem, and where the problem is fixed or the computer is replaced within 24 clock hours of the initial call from agency.

2. SL2: Service Level 2 - Maintenance of hardware and eligible software.

COV SL2 response is for mission critical applications and situations where The Commonwealth places a higher degree of importance on the problem call. Contractor acknowledges call with agency contact within 1/2 hour of notification of a problem, and where the problem is fixed or the computer is replaced within 4 clock hours of the initial call from agency.

SMSCOV STANDARDS (CONTINUED)

3. FORECAST, DELIVERY and INSTALLATION:

D.I.T.

Each subscribing user agency should provide the Contractor with a rolling forecast, updated on at least a 30-day basis. Units included in the forecast must be delivered within a five days of the forecast date (requested install date), provided such units were included in the previous month's forecast. Units not included in the forecast must be installed within 30 calendar days of receipt of order, with a target timeframe of 15 calendar days, unless a delayed delivery is requested

4. **MACs:**

Moves, additions and changes should be completed within 5 days of agency request.
One (1) MAC, per-seat or per-server, per year should be included in pricing for all configurations.
Pricing and timeframes for additional MACs shall be proposed and mutually agreed upon during contract negotiations.

5. **Reports:**

A running *Commonwealth* inventory report must be submitted monthly.

6. **Meetings:**

Required stated elsewhere in the Request for Proposals.

7. **IFA:**

Submission of the IFA is required quarterly as defined in the attached Terms and Conditions.

8. **VENDOR ASSETS:**

All proposed hardware must meet or exceed the following levels of performance, subject to possible invoice reduction:

- less than or equal to 3% initial failure rate, for all units delivered, out-of-the-box
- 95% up-time or in-service-time, during any 48 hours, subsequent to acceptance,

Offerors must provide written statements signed by a responsible party of the manufacturer, or other manufacturer's documentation, for each brand of equipment offered under this agreement, which will verify compliance with the levels of performance listed above.

D.I.T.

Cost Ratio

Commonwealth of Virginia
Department of Information Technology
Seat Management Services

HP Platform CR Calculation

URL Reference: **http://www.app1.unisys.com/uspb/uspb.asp**

Log-in: **Sadie Peterson/Partners/USI**

Password: **sadie123**

The above log-in code and password are temporary. A premanent log-in code and password will be provided.

	1 Yr. Refresh				
	DG	DW	PG	PW	S
Web List Price for COV	$ 2,999.00	$ 4,077.00	$ 3,300.00	$ 4,659.00	$ 11,266.00
1 Yr. Refresh CDA	$ 2,405.58	$ 3,051.95	$ 2,821.54	$ 3,370.14	$ 15,368.95
CR	**0.8021**	**0.7486**	**0.8550**	**0.7234**	**1.3642**

	2 Yr. Refresh				
	DG	DW	PG	PW	S
Web List Price for COV	$ 2,999.00	$ 4,077.00	$ 3,300.00	$ 4,659.00	$ 11,266.00
2 Yr. Refresh CDA	$ 2,405.58	$ 3,051.95	$ 2,821.54	$ 3,370.14	$ 15,368.95
CR	**0.8021**	**0.7486**	**0.8550**	**0.7234**	**1.3642**

	3 Yr. Refresh				
	DG	DW	PG	PW	S
Web List Price for COV	$ 2,999.00	$ 4,077.00	$ 3,300.00	$ 4,659.00	$ 11,266.00
3 Yr. Refresh CDA	$ 2,405.58	$ 3,051.95	$ 2,821.54	$ 3,370.14	$ 15,368.95
CR	**0.8021**	**0.7486**	**0.8550**	**0.7234**	**1.3642**

D.I.T.

JT

Commonwealth of Virginia
Department of Information Technology
Seat Management Services
Dell Platform CR Calculation

URL Reference: http://dellapp.us.dell.com/slg/home.asp?customer_ID=RC956881

	1 Yr. Refresh				
	DG	DW	PG	PW	S
Dell Web List Price for COV	$ 2,361.35	$ 3,092.50	$ 2,627.70	$ 3,131.20	$ 15,115.15
1 Yr. Refresh CDA	$ 2,405.58	$ 3,051.95	$ 2,821.54	$ 3,370.14	$ 15,368.95
CR	1.0187	0.9869	1.0738	1.0763	1.0168

	2 Yr. Refresh				
	DG	DW	PG	PW	S
Dell Web List Price for COV	$ 2,361.35	$ 3,092.50	$ 2,627.70	$ 3,131.20	$ 15,115.15
2 Yr. Refresh CDA	$ 2,405.58	$ 3,051.95	$ 2,821.54	$ 3,370.14	$ 15,368.95
CR	1.0187	0.9869	1.0738	1.0763	1.0168

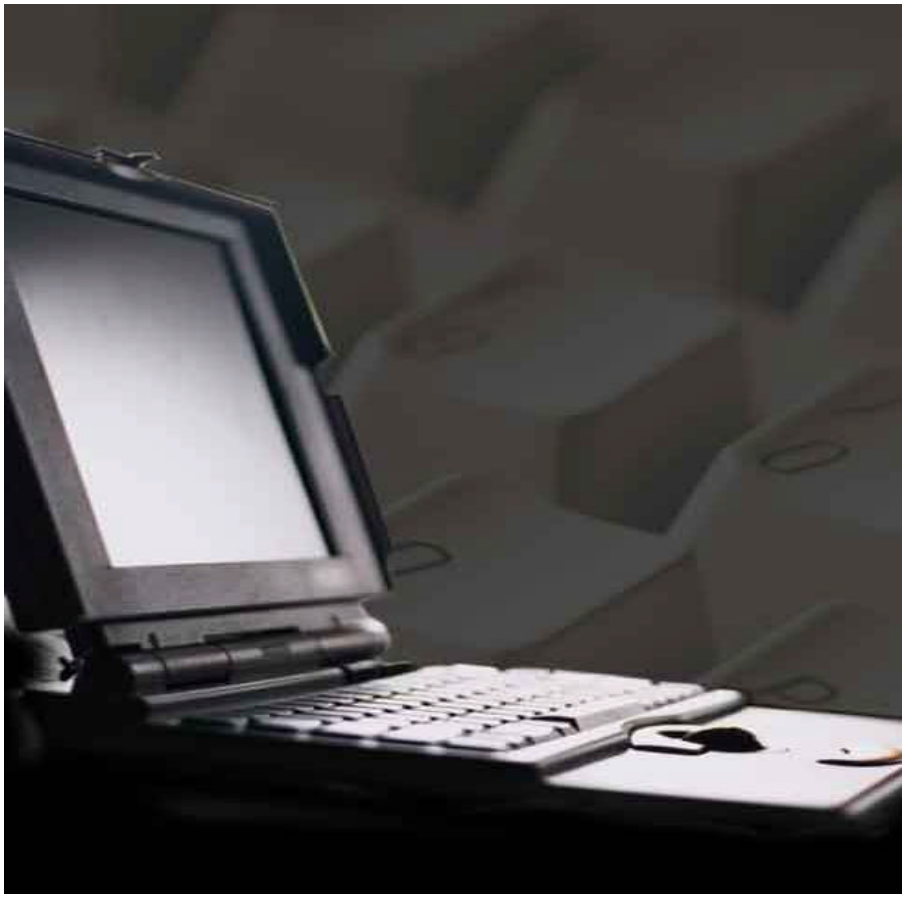
	3 Yr. Refresh				
	DG	DW	PG	PW	S
Dell Web List Price for COV	$ 2,361.35	$ 3,092.50	$ 2,627.70	$ 3,131.20	$ 15,115.15
3 Yr. Refresh CDA	$ 2,405.58	$ 3,051.95	$ 2,821.54	$ 3,370.14	$ 15,368.95
CR	1.0187	0.9869	1.0738	1.0763	1.0168

D.I.T.

JT

Administrative Procedures Manual

Commonwealth of Virginia
Seat Management Services



COV SMS
Department of Information Technology
Seat Management Serices

UNISYS

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1. Introduction

1.1 General

Date:	September 20, 2000
Contract#:	VA-000920-USYS
Authorized Users:	Commonwealth of Virginia Agencies, Educational Institutions and Localities
Contractor:	Unisys <with appropriate SMS address>
E-mail Requests Or orders to:	<Unisys SMS e-mail address>
Fax orders to:	<Unisys SMS fax no.>
FEIN#:	38-0387840
Contractor Point of Contact:	<insert various primary Unisys contact persons info here> <name > <phone > <fax > <email >
Commonwealth of Virginia Point of Contact:	Office of Seat Management, Department of Technology Planning
Term:	3 years, with 4 optional one year renewal periods
Discount from Price List:	cumalitive quantity based (see section 6.6)
Contract Price List:	see websites http://asd.state.va.us or <Unisys SMS website URL>
Delivery:	5 calendar days form receipt of order for forecasted materials; 30 calendar days for non-forecasted materials
FOB:	Commonwealth of Virginia destination – inside agency premises
Payment:	Net 30 days, after Acceptance

Seat Management Services

Our objective in developing and delivering Seat Management Services (SMS) to COV agencies, universities, and localities is to relieve them of the business of managing Desktop/Networking technology. What COV Agencies, Universities, and Localities do best is deliver the products and services for their customers, students, and constituents. What Unisys does best is deliver and manage the information technology to support the agencies, universities, and localities of the Commonwealth. SMS is one of our strongest IT offerings.

Seat Management Services can offer agencies, universities, and localities the following benefits:

- Reduction in Total Cost of Ownership
- Single Point of Accountability for All Desktop Services
- Predictable Operating Costs
- Support Burden Eased by Standardization
- Technology Level Required by Business Model is Maintained or Exceeded
- Simplification of Procurement & Accounting
- Accurate Asset Management
- Unified Service Delivery from One Source Ensures Proper System Configuration
- Network and Server Management Support For Increased Availability
- Technology Planning that Increases Success of Project Deployments
- Technology Refresh on a Regular Interval
- Newer Technology Results in Reduced Downtime
- Enables Agency Staff to Concentrate on Agency Core Mission

The Unisys SMS Program is a "services rich" offering that coincides with the objectives of the Commonwealth of Virginia. This Program will provide both the core elements of a seat / server and optional services to agencies, universities, and localities within the Commonwealth of Virginia.

The core elements of a seat / server include:

- Installation/de-installation including transfer of any existing data files
- Service Level (SL1 or SL2) of maintenance, as specified by agency
- Appropriate patch cord from LAN wall jack to PC NIC(s)
- 6 outlet surge protector
- Escalation management on trouble calls
- Order entry and tracking system
- Software Image (OS and drivers library)
- Meet mutually agreeable order/set-up schedule on new units or add-ons
- User orientation on new units or add-ons
- Multiple user/client configuration selections for load at factory
- All support Services for software listed in standards
- Patches to existing software
- Asset Management Program and reporting
- Removal/Disposal (either Contractor or COV owned assets)
- Supplier Presentations
- Staging of Inventory prior to order or delivery
- Monthly Billing

- Catalog / Menu of Services, Web published, with periodic price updates

Unique to the Unisys SMS program are the optional services available to each agency. These services permit agency customization of their IT architecture through the Unisys SMS program.

Optional services include:
- Help Desk
- Network Management and Support
- Server Management
- Windows 2000 Consulting
- Training
- Legacy Maintenance
- Asset Management
- Total Cost of Ownership Analysis
- Other Desktop PC-related Services, as needed

1.2 How to Use This Administrative Procedures Manual

The purpose of the Administrative Procedures Manual (APM) is to establish the proper procedures for each of the core elements of a seat for the Commonwealth of Virginia (COV) Seat Management Services Program. It is understood that every COV Agency / Entity is unique. As such, the concept of this manual will be to identify the procedures, detail the processes as well as the steps involved, and roles and responsibilities of the core elements of a seat / server in a manner applicable to all COV Entities. Within this manual are procedures for two Optional Services, Training and Total Cost of Ownership. These services are included due to the high volume of requests for information regarding these services.

The Administrative Procedures Manual addresses new (Program) assets and SMS services ordered under the COV SMS Program Master Agreement for any Commonwealth of Virginia Agency, Institution of Higher Education or County / Municipality.

The Principle Period of Maintenance (PPM) for a COV Agency / Entity consist of a nine (9) hour period Monday through Friday, excluding COV holidays (PPM timeframes or windows may vary by agency).

After Hours On Call Support: Is defined herein as the availability to provide Support Services outside the Principal Period of Maintenance to a site, after receiving prior authorization from the COV Agency. Unisys shall provide "After Hours On Call Support" to the extent that it has been requested to do so by each of the Commonwealth of Virginia sites. When responding outside the PPM, the system restore time will be extended by at least the amount of travel time involved to reach the COV location. After hours service will be on a T&M basis whenever the Unisys SMS engineer is dispatched to a COV site.

Agency: Any agency, institution of higher education, locality or political subdivision (counties, cities, towns, boroughs), local school divisions or other public body of the Commonwealth authorized to place orders against this Master Contract.

Assets: Computer hardware. Assets are divided into the following Asset Categories:

- Desktop computers (PC), Wintel desktop and laptops or related equipment
- Workstations (i.e., UNIX, VMS, High-end NT)
- Peripheral equipment (such as Storage Devices, Back-Up Devices, CD ROMS, and the like)
- Servers (High-end Wintel or)
- Operating System Software

Asset Labeling: Item unique property identification number labels with both bar-coding and alphanumeric characters. The labels should be affixed (via sufficient methods as to remain attached throughout the term without permanently damaging the device) to each major stand-alone device (CPU, monitor, printers and other external peripherals of a pre-determined value as mutually agreed upon).

Campus: Defined at the Commonwealth of Virginia site and physical area not to exceed a 50-mile radius of primary site. Primary site will consist of 250+ users.

Deskside support: Is defined as remedial maintenance support related to standard operating systems and applications software issues.

Desktop support: Is defined as remedial maintenance support to correct hardware issues.

Desktop Asset: Assets to include Terminals, Desktop PC's, Servers, Desktop/Laptop devices, Laptops and associated Software, including attached peripheral devices.

Legacy Asset: "Legacy Asset(s)" are Assets that are owned by either the Commonwealth of Virginia, or, in the case of Government Furnished Equipment, the U.S. Government.

Level of Effort: Labor contract for services to the Commonwealth of Virginia.

Network Printer: Printer with a network connection managed by multi-user network protocol.

Non-COV Assets: Assets brought on site by non-COV employees (including GFE).

Peripherals: Additional equipment connected to Desktop or UNIX devices such as printers, scanners, drive back-up units, etc.

Principal Period of Maintenance (PPM): Maintenance Service is required nine (9) hours a day, five (5) days a week.

Program Asset: Are any Assets that are provided to the Commonwealth of Virginia for the Commonwealth of Virginia's exclusive use for a fixed term under this Agreement. *Unisys owns Program Assets.*

Restore to Service: The time it takes to fix the problem after first being informed by the end user / the Commonwealth of Virginia that a problem exists.

Remedial Maintenance: Action to restore to service any failed desktop computer system, Server, Peripheral in accordance with the requirements of this Agreement.

Remote site: Defined as a Commonwealth of Virginia site outside of a 50-mile radius of a primary site. Remote sites will consist of less than 250 users.

Response Time: The time it takes to diligently attempt to contact the end user by phone within the prescribed SLA after being notified by the Commonwealth of Virginia that a problem exists.

Seat: An SMS Asset; Desktop, Workstation or Server Asset (DG, DW, PG, PW, S)(including attached peripherals). For example: , optional external CD-ROM or back-up device, or optional Server Asset.
Site Standard Image: The standard COV owned or licensed application software configuration for all personal computers at the Commonwealth of Virginia agency or site as determined by that COV Agency.

1.3 The Unisys SMS Team

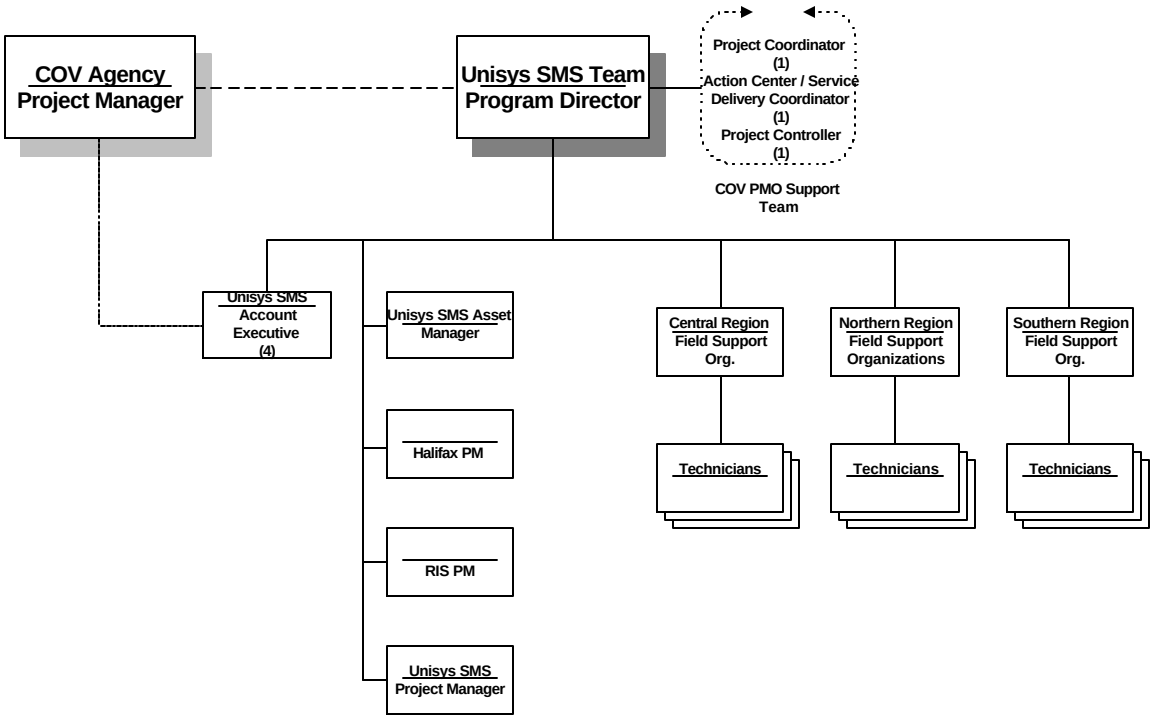
Title	Name	Phone	Email Address
Unisys Program Director	Dave Romancik	321-757-6574	David.romancik@unisys.com
Project Coordinator	Heather Ratz	804-967-7325	Heather.ratz@unisys.com
Unisys Project Manager	Dexter Berry	703-556-5286	Dexter.berry@unisys.com
Halifax Project Manager	Rick Morris	804-278-9200 x5283	Rmorris@hxcorp.com
RIS Project Manager	Leah Hoffman	703-205-0930 x105	Lhoffman@risi.com
Vice President & General Manager	Sue Watts	770-368-6643	Sue.watts@unisys.com
Senior Account Executive	Jim Hughes	804-967-7319	Jim.hughes@unisys.com
Senior Account Executive	John Haynes	802-278-5039	Jhaynes@hxcorp.com
Senior Account Executive	Bob Hardesty	703-205-0930 x115	Bhardesty@risi.com
Client Relationship Executive	Bill Casey	804-967-7309	William.casey@unisys.com
Halifax Configuration Engineer	Ken Ogden	804-278-9200 x5273	Kwogden@hxcorp.com
Asset Manager	TBA		
Project Controller	TBA		
Dispatch/Service Delivery Coordinator	Dean Daino	804-967-7326	Dean.daino@unisys.com

1.4 The Unisys SMS Team Organization

1.4 The Unisys SMS Team Organization

Commonwealth of Virginia SMS Program Management Office

Initial Staffing Profile for the COV PMO



2. Agency Procedures for Order Processing

2.1 Request for Quotation Processing

The Unisys SMS Team will work with each Agency to determine the computing needs and requirements of the agency. To schedule an initial appointment, the agency can contact the Unisys Program Management Office or the agency can go to the Unisys SMS website for the list of contact names. The procedure to start the Request for Quotation (RFQ) process is outlined below:

- Agency contacts Unisys PMO or
- Visit Unisys SMS website (www.unisys-sms-cov.com) for contacts and phone numbers
- Primary contacts between Unisys and Agency are identified
- SMS Team representatives visit agency to identify requirements
- Agency develops RFQ and submits to Unisys PMO to the attention of the Program Director, Mr. David Romancik.
- Agency's RFQ will be processed and an appointment will be scheduled with the Agency to discuss quotation
- If requirements change, Unisys primary contact should be notified to facilitate and re-submit quotation to Agency
- Once agreement is reached, submit order document to Unisys PMO

Subsequent to the placement of an initial order, the Unisys SMS Team has provided for the implementation of an Internet web-enabled system that will allow COV to select, configure, price and order products selecting from any of the basic configurations, plus add-on options.

Bundled configurations will be assigned a single part number, simplifying the order configuration process. All pricing in the catalog will be structured in accordance with the requirements in the RFP. As the contract pricing is modified or items are added, the catalog will be updated. Security features of the catalog will restrict end-users from placing orders for product that is not on the approved list.

Once the user has determined the specific products to be ordered, he will be able to formulate a requisition that can be electronically submitted as an order. An approval process limits the electronic transmittal to only authorized personnel. Immediately upon placing the order via the Web system, an ETA for delivery and confirmation e-mail is sent to the requesting party and key Unisys SMS Team members that are responsible for the installation.

3. Transition to Seat Management Services

3.1 Transition Schedules and Milestones

COV Agency Registration Outline	**29days**
- Kick-off Meeting	1day
Review Image Requirements	1day
Develop Ninety-Day Forecast	1day
Authorization for Ordering New Product(s)	1day
Ordering New Product Process	1day
Delivery and Receipt of Product(s)	1day
Asset Inventory Tracking	1day
Installation, Test, Review & Acceptance	1day
- Review Image Requirements	26days
Department Heads & IT Review & Establish Image Requirement	10days
Agency/University Image Development Cycle with Product(s)	10days
SMS Team Receives New Image for Cloning/Ghosting	4days
Test Product Shipped to Agency/University for Verification	2days
- New Image(s) Ready for Product & Ordering	3days
Agency/Universities Assign Individual(s) by Name for ordering	3days
- Authorization for Ordering New Product(s)	11days
Agency/University Assigned Individuals for Ordering	1day
Internal Ordering Agent Receives Orders From Departments	5days
- SMS Team Receives Order	5days
SMS Team Configures & Ships Product(s) to Meet 5 SLA	4days
Installation Engineers Arrives on or before 5 SLA	1day
Engineer Installs, Test and Verification	1day
Installation Engineers & Client Complete Certification Form	1day
- Asset Tracking & Management	2days
Asset Tracking Completed & Updates Made at End of Installation	2days

3.2 Planning

Planning will address an Agency's transition from its current state IT environment to its desired future state for either legacy based systems or program assets. A joint Unisys / Agency kick-off meeting will be scheduled at the close of the marketing / sales presentation or by an agency request to the Unisys PMO via the COV Web interface. During this meeting, an agency executive level presentation will step through the Administrative Procedures Manual and identify agency unique information necessary for that Agency's program initiation.

Examples of information include but are not limited to: the agency future state vision, manner and type of business, the model, make and quantity of legacy based equipment, location, number of facilities, number of seats or personnel per facility, user names / logins, existing warranties, etc.

Regardless, whether an agency utilizes the core elements of a seat / server or the core elements of a seat / server and select optional SMS services, all systems / assets will require support maintenance, asset management and or upgrades under the umbrella of a planned technology refresh program. Those core procedures as well as the procedures associated with new SMS program assets are outlined throughout this manual.

3.2.1: Forecasting

The purpose of a forecast is to provide the Unisys SMS Team, its distributors, Dell and HP a 90-day projection of new seats the COV Agency plans to order and install. This gives all parties an idea of the upcoming level of activity in the following month(s). It also provides Dell and Hewlett Packard an estimated count of the number of standard configurations the OEM must build. Further, forecasting allows Unisys and the COV Agency the ability to properly plan the resources required for the implementation of the new units throughout that Agency.

In order for the Unisys SMS Team to meet the designated Service Level Agreement (SLA) for delivery of new seats within 5 business days of placing an order, each COV Agency is required to provide on a monthly basis an updated "rolling" 90-day forecast. The COV Agency is required to present the forecast to the Unisys SMS Team no later than the 20th of each month proceeding the next 90-day period**.**

Agency forecast accuracy Rate	
90-day forecast period	**Accuracy**
1st 30-day	90%
2nd 30-day	80%
3rd 30-day	70%

Note: *If an Agency requested order exceeds the amount stated in the forecast, the order becomes "non-forecasted" and the five-business day SLA is then waived.*

Forecasting requires each COV Agency to plan and anticipate their needs over a 3-month period of time. Through the planning process, the COV Agency can strategically plan for the installation of the new units on an annual basis.

The COV Agency should consolidate their respective sites into one document as a complete forecast. The Information Technology Managers (ITMs) are required to provide their input to their Program Director by the 18th of the month. The Agency Program Director then verifies the document contents and forwards it to the Unisys SMS

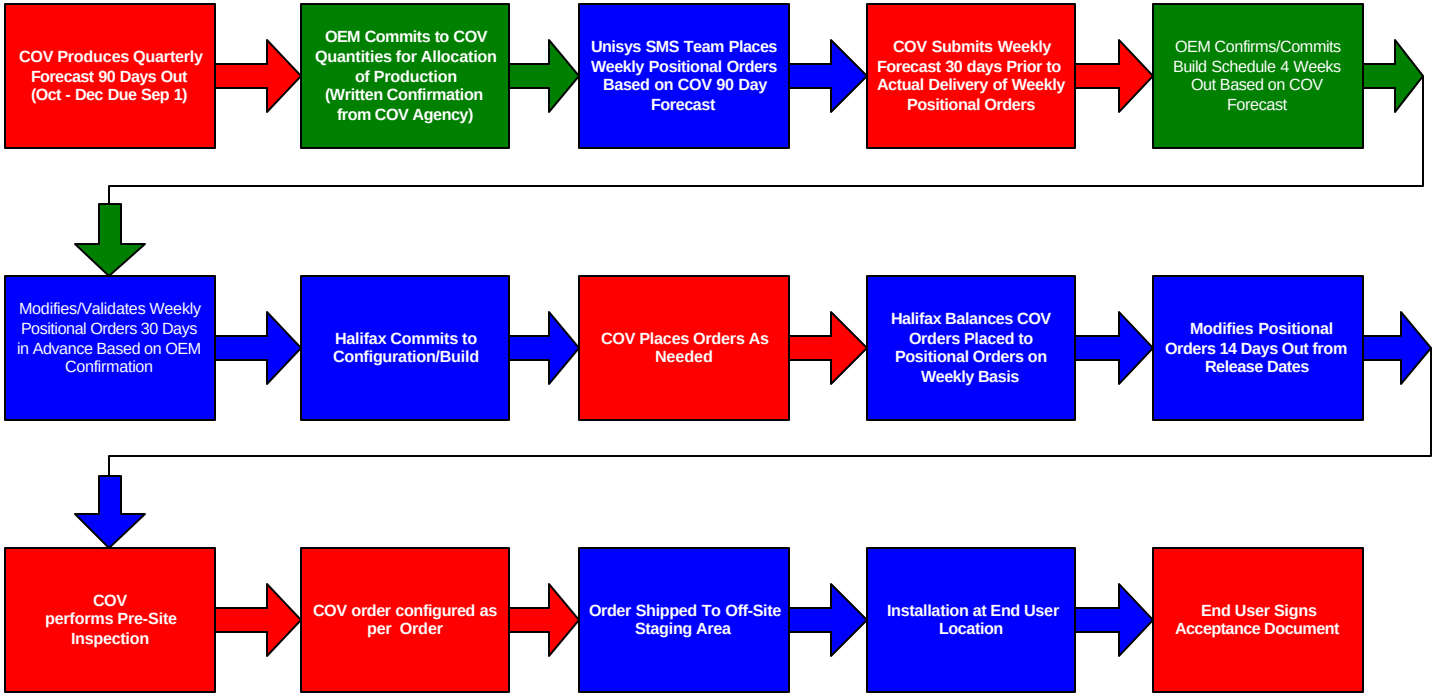
Project Manager no later than the 20th of the month. The Unisys SMS Project Manager then distributes copies of this document to Sales, Procurement, Configuration, Dell and HP.

Should an Agency fail to forecast any replacement units for a particular month, the Agency continues to have the ability to replace and / or order new units under the contract. However, in this situation, the SLA "Order-to-Install" is waived.

The Unisys SMS Team will make every effort to fill those unanticipated needs under our standard SLA. However, if total orders exceed the planned forecast, then the excess orders will be delivered on a best effort basis without penalty against the SLA.

The Excel workbook has a sample spreadsheet of the bundled units being forecasted by each site and or department. This document serves as the planning tool for Unisys SMS Team, and the Original Equipment Manufacturer (OEM).

COV SMS Forecast Process



3.2.2: Imaging a Disk

The purpose of a proof of concept process is to ensure the product quality and desired system availability upon installation. All Agencies must provide a Proof of Concept Image, sometimes referred to as a burn-in image. It is recommended this image be designed and developed with input from department heads and end users. As such, our process requires a sign-off on an image before transferring the test image to the Unisys SMS Team.

After burning an image onto a CD or other media, we recommend that each Agency do a re-image to verify the image. After the Unisys SMS Team receives the image, we will image one machine and ship that unit back to the Agency for installation in their environment. This newly imaged system is utilized to test, verify and accept the image by the Agency IT organization in the Agency's production environment. During the testing and acceptance phase the Unisys SMS Team will develop an installation guide that is customized to each COV Agency requirement. The Proof of Concept process ensures four checkpoints:

1. All appropriate persons at the COV Agency have approved the image.
2. The COV Agency has re-imaged and performed internal testing.
3. The Unisys SMS Team images a production unit; ships that unit to the COV Agency for testing and evaluation in the user's environment.
4. The Unisys SMS Team has developed an installation guide customized for that Agency's specific image.

3.2.2.1: Image Management

1. Name the image using the following naming convention:

- Identify the first two initials (ex. CO = Central Office)
- Include other information about the image or the model (ex. CADD2)
- Add the operating system (NT or 95)
- An example of a named image is: CO55095

2. Save images on one of two file servers in shared directories named after the COV Agency.

3. Once an image is no longer in production, back it up on a tape drive and delete it from the server.

3.3 Assumption of Warranties

In situations where COV Agencies require warranty service as part of an over-all maintenance service plan for existing legacy assets, Unisys is able to provide warranty service for such mainstream desktop manufacturers as Compaq, Hewlett Packard, Dell, Gateway, Toshiba and IBM. On a client sponsorship basis Unisys is able to provide warranty service for most desktop OEMs.

Unisys has the ability to manage warranty programs and provide service in accordance with warranty terms and conditions of each product. OEMs not offering an authorized warranty program, usually allow a “return to manufacturer” warranty. Unisys in this scenario processes the return directly to the manufacturer. If a COV Agency requests a better level of service than the manufacturer’s standard warranty coverage, Unisys upgrades to the level of service requested at a market competitive rate. When warranty claims are required, COV Agencies must provide proof of purchase information, either during an initial asset inventory or at the time of service.

4. Agency Inspection and Acceptance Procedures

4.1 Site Availability and Delivery

Any order placed via the COV Web interface for forecasted and positioned equipment for an Agency will generate an immediate e-mail notification to that Agency scheduling delivery within the five (5) business day SLA requirement.

1. Orders placed prior to 11:00 am will be calculated for a SLA date of five (5) business days beginning with the date the order was placed.
2. Orders placed after 11:00 am will have a SLA date of five (5) business days beginning with the next business day.

After verifying the availability of Agency personnel to receive the new unit, a Unisys SMS Team Technician will be dispatched to the location. If the Agency customer / authorized representative is not available at the designated delivery time to accept the new unit or the site is not prepared, a new delivery date will be established and the five (5) business day delivery SLA extended for that additional period for that delivery.

4.2 Acceptance Testing Responsibilities

After installation, a hardware test period of 48-business hours / 6-business days will begin. The hardware test is for operational functionality within the Agency's environment. At the conclusion of this initial 48-business hour test period, the end user will receive a Certificate of Operational Use and Completion (C of C) via e-mail or other means from the Unisys PMO requesting completion within four (4) business days. The COV end user is encouraged to forward the completed C of C form to the Unisys PMO. Acceptance of the hardware test period will be assumed if the Unisys PMO is not notified within the four (4) business-day time period.

4.3 Inspection and Acceptance

4.3.1: Installation

Initial installation services include an end user orientation as well as a transfer of data from a replaced Intel-based system to a new computer. End user data should be transferred via one of two methods: 1.) XCOPY through end user's designated fileserver if system is networked or 2.) A file transfer product if the system is not networked (Client must provide capability for data transfer, such as a zip drive with sufficient disk or a backup tape unit and related software to perform the backup). Client data to be transferred must reside under a single directory: i.e. "My Documents," a "Data Directory" or "Folder."

Installation services to be performed by the Unisys SMS technician are:

- Verify the availability of customer-provided physical site and power.

- Verify receipt and condition of all boxes and components (according to shipping list) of new system or old system if being disposed.
- Unpack systems and components.
- Verify product serial numbers match the shipping list. If a non-match, contact the designated customer support personnel.
- Escalate to Unisys SMS Project Manager for replacement of any item damaged in shipment.
- Disconnect components of old system, cable from network jack and power source.
- Put disconnected system to the side.
- Set-up and connect all peripherals (keyboard, monitor, mouse, etc.) including network cable (if applicable) to desktop.
- System should be powered on with an image loaded and tested.
- If applicable, enter customer-supplied TCP/IP address and verify that system comes up to the network log-on screen.
- If any error occurs, contact the designated customer support personnel for further troubleshooting.
- If a hardware problem is found, the technician will request a replacement unit or correct the unit installed.

During installation, the end user will receive a maximum thirty (30) minute Customer orientation of the hardware identifying the location of all the major systems. Included in this orientation are the following:

Location of Major System Components

- On / Off switch
- Reset button
- Bezel LEDs
- Floppy/hard drive
- Identification / operation Monitor controls
- Basic keyboard layout Mouse controls

Basic S/W Operation – Windows

- Opening Windows
- Starting application from Menu
- Moving Icons to new Menu
- Adding applications to Windows
- File Manager basic operations
- Selecting a printer and printer driver
- Selecting video resolution

4.3.2: Acceptance Test Start/Date

Upon completion of installation of each Seat, the Services will be utilized by the COV Agency for a period of 48- business hours. During this period, the Services will meet the applicable requirements set forth in Appendix 1, and maintain an availability rate of 95%, or 45.6 hours. Upon completion of the 48-hour period, COV Agency shall sign the applicable Acceptance Certification, or advise Unisys in writing as to how the Services do not meet the Appendix 1 requirements or the 95% availability rate.

4.3.3: Acceptance Documentation

Upon completion of the installation, testing, and orientation training, the Unisys SMS technician will have the customer or designated site representative sign the Unisys Installation Completion Certificate (ICC). Once executed, this document acknowledges delivery, completion of installation and orientation services, as well as the start of the Acceptance test period.

As a multipurpose form, the ICC is utilized to update the Unisys Asset Management System and initiate the billing data tracking processes. One copy of the signed Unisys ICC will be provided after installation to the Agency Project Coordinator and one copy will be maintained on file at the Unisys PMO.

The Unisys SMS technician will move the PC to a location within the facility where the new unit was installed.

Note: *Initial Installation does not include the hardware installation of any product external to the desktop/notebook, network cabling (except pigtail from system to network jack) or any environmental or power related activities.*

VA 000 920 - USYS

Commonwealth of Virginia

Unisys

Seat Management Services

Unisys SMS Team - INSTALLATION COMPLETION CERTIFICATE

End User: _____ Service WO# _____

Phone # _____ SLA/Target Date: _____

Location No.: _____ Sales Order # _____

Location Name _____ VDOT PO# _____

Hardware(✓)	Asset Description (include Mfg Name)	Mfg Part #		ASSET #

Configuration

Settings **TCP/IP**

Computer Name_____ IP:_____SubNet_____

Workgroup _____ Wins_____ _____

Computer Description _____ Gateway: _____ _____

Mac Address _____

Domain _____ DNS Domain_____1 _____

Protocols:____ IPX/SPX____ TCP/IP Other _____ Host:_____ 2_____

Services: _____ File and Print Service ____HP Jet Admin Other _____ 3_____

Checklist

_____ All Equipment received as listed above. Date Received_____

_____ Open, run, close applications

_____ Network\Internet\Data Access connection established

_____ Attach other peripherals (identify external peripherals)_____.

_____ If modem is installed, test dial out

_____ Printer Setup: Local_____ Network_____ Path:_____

_____ Test print job

Terminal emulation software installed and tested

_____ NetCensus Agent installed (POC's and Special cases only)

_____ Removal of existing equipment: Time spent: _____. Old VDOT Tag:

Orientation: Quick Help / Important Information instruction. Old system SN:

installation of DITM/DISC approved software completed: Y:____N:____. Is it **Billable?** YES:____ NO: ____. **Initial**

Customer Acceptance of Equipment

Authorized IT Signature: _____ **Print User Name:** _____

Acceptance **User Signature:** _____

Date: / / **FSE Name:**

Comments: _____

Date	Start Time	Stop Time	Hours/Min	Travel Miles	Service Code	FSE #

COV SMS Seat Management Serices

4.4 Acceptance of Documentation and Deliverables

Unisys **SMS Team**

Global Network Services Field Operations - US & Canada FO0907FM

CERTIFICATE of OPERATIONAL USE and COMPLETION

CLIENT / LOCATION: CLIENT PHONE NUMBER:

Order or Agreement Number or description of Services: Original Installation Date:

ETN/TSE # (If applicable):

SRMS Call Reference # (If applicable):

The Undersigned acknowledges that the products and services described in the above-referenced order/agreement were delivered, installed, tested and operational from installation date to the date indicated below:

Acknowledgement Date:

Client Signature:

Name typed or printed:

Title:

Unisys Representative Signature:

Name typed or printed:

Title:

Date:

Distribution: Copy to Client:

Printed version of this document may not be current. Verify effective date against the on-line system.
Unisys Confidential. For internal use only.

5. Getting Help for Maintenance and Services

5.1 General

5.1.1 SMS / HW Upgrades / Technology Refresh (Moves/Adds/Changes)

Requests forHW, Upgrades, Technology Refresh or Moves/Adds/Changes (MAC) will be scheduled through the COV Web interface. A MAC request will be placed by the user and will be routed to the appropriate Unisys SMS technician via the Unisys SRMS system.

5.1.1.1 Moves may be required as result of reorganization or a transfer of an employee from one department to another or through a Cascade action for newly installed equipment.

5.1.1.2 An Add or Technology Refresh (/Upgrade) will be scheduled based on new equipment or software that may have been ordered for a user and requires installation. Service requests for Add / Technology Refresh, (/Upgrade) require the user to place an order through the web based tool. New software or hardware components purchased through the COV Web interface will be identified and tracked from Sales for delivery to the site. Once the component is delivered, the Action Center will schedule with the user an acceptable time for a technician to complete the installation and a technician will be dispatched to complete the action. The technician will process any required updates in the asset tracking database and the call will be closed through the SRMS System.

5.1.1.3 A Change may be requested based on changes in the services to a particular user such as, changes in the Internet Protocol (IP) address for a user.

Pre- MAC Activities

- COV representative to place Order for /Upgrade through Web Based Tool
- If Move or Change COV user places request into COV Web tool
- COV Help Desk opens call in Remedy and transferred to COV Web interface
- Unisys SRMS Receives call identifying requirement for MAC
- MAC Call reviewed for completeness and accuracy
- If call is for a purchased upgrade – check order tracking for delivery to site
- Unisys SMS technician makes initial contact with user to schedule visit
- If user requests delay of the Unisys SMS technician then trouble call is annotated and call is placed in hold status until user reschedules

MAC Activities

Order an /Add / Technology Refresh

- Upgrade delivery notification received and tracked
- COV user contacted to schedule installation
- Unisys SMS technician assigned and purchase upgrade delivered to user desk
- Unisys SMS technician dispatched to user location
- Unisys SMS technician records time arrived on site
- Unisys SMS technician conducts Virus scan, records any virus found, and validates clean system
- New purchase upgrade installed on user system
- Application functionality conducted
- User acceptance test conducted and signature for ICC / Product Acceptance Delivery collected
- Technician records time activities are complete

Move

- Unisys SMS technician dispatched to user location
- Unisys SMS technician records time arrived on site
- Unisys SMS technician conducts Virus scan, records any virus found, and validates clean system
- If Unisys SMS technician is conducting a move then back-up of user data required
- Unisys SMS technician validates that new location ready to accept new asset
- If additional site preparation required – COV representative contacted and scheduled
- Call placed on hold until site preparation completed
- Technician schedules move of COV owned asset IAW site procedures
- If asset is leased equipment then technician moves asset to designated new location
- Unisys SMS technician reconnect asset and verifies network connectivity
- Unisys SMS technician records time activities are complete

Change

- Unisys SMS technician dispatched to user location
- Unisys SMS technician records time arrived on site
- Unisys SMS technician conducts Virus scan, records any virus found, and validates clean system
- Unisys SMS technician completes requested change
- Unisys SMS technician validates network connectivity
- Unisys SMS technician records time activities are complete

Post Installation Activities

- Asset data information collected
- Call data collected and reported to the Action Center
- Call closed

5.1.2 Disposal of Assets

Unisys assets that are provided and managed under this agreement will be scheduled for a de-installation and removal from the operational environment upon expiration of the end of contract term or refreshment period. Scheduled assets will be replaced with a new asset per the COV list of bundle products / the Preferred Products List (PPL). Unisys SMS Team will be responsible for notifying COV in advance of the expiration of the refreshment period in order to schedule the replacement or removal of the asset. If the asset is to be replaced then the standard COV Agency procedures for ordering and scheduling the installation of a new asset will be followed. If the asset is to be removed without replacement, the COV Agency can remove the asset or request a removal action through the Unisys SMS Web interface and the request will be processed in the Unisys Service Request Management System (SRMS). In either case, removal of assets will be scheduled through the Unisys SRMS. The SRMS will generate a work order and will be scheduled with the user prior to dispatching a technician to accomplish the removal.

For those assets scheduled for removal by the Unisys SMS Team, the technician will follow the process and procedures identified for new installation if the user is receiving a new system. The replaced system will be removed from the users work environment and will be delivered to the staging area. Upon completion of the removal, the opened call will be closed in the SRMS.

The system will be moved to the staging area where it will be prepared for shipping. All data will be wiped from the hard drive and system will be packaged for shipment. SMS or Program Assets will be shipped to the Unisys facility for processing. The COV Agency legacy assets will be shipped in accordance with COV instructions and Disposal Manual. The asset tracking database will be updated to reflect the disposition of the asset to close out the system's record. **(See Appendix C.6)**

Pre-Disposition Activities

- Report run from Asset Management System to identify candidate systems that 60 days from end of lease
- COV Agency representatives contacted for planning and pre-schedule
- Replacement candidates identified and orders placed
- See New Installation procedure for activities required for installation
- Candidate systems for removal with no replacement identified

- COV Agency representative place removal request into COV Web interface
- Receive call identifying requirement for asset removal
- Call reviewed for completeness and accuracy
- Unisys SMS technician assigned to complete asset removal
- Initial contact with user to schedule removal

Disposition Activities

- Unisys SMS technician dispatched to user desk
- Unisys SMS technician records time activity started

New SMS System Replacement

- See New Installation procedures

Removal of old SMS System with no Replacement

- Old system shut down and removed from desk

Post Disposition Activities

- Asset data information collected via Asset Insight
- All user data and applications will be cleaned from the hard disk
- Returned unit prepared for shipment
- Unisys SMS technician records time activities completed
- Call data collected
- Call closed

5.2 Procedures for Getting Help

Requests for the core elements of a seat / server, maintenance support of a SMS Program Asset or requests for optional services under the COV SMS contract will be forwarded to the Unisys SMS PMO via the COV Web interface.

1. The COV Agency helpdesk analyst may place requests for service via the Website and / or phone the Unisys Customer Reception Center (CRC) at 1-800-328-0440. Once a request for service is entered, the COV Helpdesk will receive a Service Request Management System (SRMS) number. The user or the helpdesk analyst may use the SRMS number to track the trouble call status via the COV Web interface.
2. The Unisys SMS PMO will dispatch a Technician to correct the problem within the time frame designated by the Service Level Agreement.
3. There are two Service Levels under the COV SMS Program:

Service Level I(SL1) – Provides for 1-hour response and 24-hour fix or replace service. This Service level is covered in the per seat monthly charge for all desktop and laptop units.

Service Level I response can be escalated to a Level II response if the unit in question is mission critical (mission critical is determined by the COV Agency Project Coordinator and the respective management at the time the service contract is setup). There is an additional charge for service level escalation.

Service Level II (SL2)– Provides for 30-minute response and 4-hour fix or replace service. This Service level is covered in the per seat monthly charge for all servers.

4. Upon completion of the service call, the Technician will have the customer or designated COV employee sign the Order Form. A copy will be left with the designated management and a copy will be given to the COV Agency Project Coordinator.

All logged Service calls can be monitored from inception to closure. Service support performance reports are available to COV via the Unisys Service Request Management System. These reports provide an assessment of the Services provided the Agency, as well as identify Agency user training requirements and equipment availability performance levels.

5.3 Escalation Management

The principle goals of the Unisys Seat Management Services Program are to create a distributed computing environment for uninterrupted day-to-day operations, achieve economies and efficiencies, and ensure continuous overall customer satisfaction for the

Commonwealth of Virginia enterprise user community. As such, Escalation is a formal process for gaining management acknowledgment and commitment to proceed when severe problems are discovered. This issue escalation process in conjunction with the communication plan will ensure the management of unresolved issues towards ultimate resolution and the achievement of the SMS Program Goals.

5.3.1: Implementation and Service Issues/Concerns

The Unisys SMS Team has the primary responsibility to provide service and order delivery. Should an issue or problem occur, escalation procedures, as outlined below, must be followed to ensure proper resolution. However, should an issue or problem remain unresolved, the Agency site representative should escalate the problem to the Unisys SMS Team Program Director for resolution.

If the problem still remains unresolved, the COV Program Director would contact the Vice-President of Unisys SMS Team Technical Services for further escalation and prompt resolution.

Problem/Issue	Period	By	1st	2nd
Failure to Respond and/or Deliver/Install as IAW SLA	Next Business Day after SLA Constraint	COV Agency Site Management	Unisys SMS Team Project Manager	Unisys SMS Team Program Management Office/ PD (Program Director)
Unprofessional Conduct	Immediate	COV Employees or Unisys SMS Team Employees	COV Agency Site Management or Unisys PMO Project Manager	Unisys SMS Team PD (Program Director)
Failure to Respond/Repair *any* Business Critical Asset as defined by SLA	Immediate	COV User	COV Agency Site Management	Unisys SMS PMO and SMS Project Manager
Senior Level Mgmt Service Support Issue	Immediate	COV User	COV Agency Site Manager	Unisys SMS Team PMO and Project Manager
Technical/System Issues Critical to Mission Operations	Immediate	COV Agency Site Management	Unisys SMS Team Project Manager and PMO	Unisys SMS PMO and SMS Project Manager

6. Invoices

6.1 Invoice Requirements

The billing from Unisys SMS Team and the COV Agency billing reconciliation will follow these procedures:

Unisys SMS Team will submit to the COV Agency an invoice monthly in arrears with the following information: type and description of the service; serial number, if any; charge for each item, the agreement number and the individual ordering document number referencing this agreement; and the Contractor's Federal Identification Number (FIN). Additionally, Unisys SMS invoices will list the end user's name, location, Agency / Division and Organization Codes.

- The COV Agency Project Director will forward invoices to the appropriate agency financial manager for reconciliation and validation.

- Payment shall be due within thirty (30) days after (1) Acceptance date of all Assets or Services, (2) receipt of a correct invoice for such payment, and (3) when applicable, receipt of the payment instruction form referenced in the Section entitled ("Assignments"), whichever is latest.

- Each COV Agency must reconcile and validate the billing data accuracy. If there are discrepancies with the billing, then the COV Agency must work with the COV Agency Project Coordinator to resolve any discrepancies with the Unisys SMS Team Program Director. To facilitate the payment process, the COV Agency Project Coordinator is to provide a notification of discrepancies to the Unisys SMS PMO PD within ten (10) days of receipt of the invoice.

- Any discrepancies will be adjusted on the following month's invoice via credits or charges.

6.1.1: Time and Materials Hourly and per unit Rate Documentation

Time & Material Hourly Rates	Hourly Rates
Technical	
Desktop Engineer	$76.50
System/Network Engineer	$112.25
Senior Network Engineer	$130.60
Network Engineer	$86.75

Time & Material Hourly Rates	Hourly Rates
Project Management	
Project Director	$188.75
Project Manager	$147.95
Architect Director	$204.05
Task Manager	$117.35
Systems Architect	$168.35
Integration Architect	$137.75
Administrator	$71.45
Network Management	**Per Unit per Month ***
Desktop	$ 159.25
Server	$ 1,734.70
Network Device	$ 173.50
Software Distribution Per Application/OS	$ 581.65
Technical Personnel for Network management	**Hourly Rates**
Senior Network Analyst	$ 122.45
Network Analyst	$ 107.15
Junior Network Analyst	$ 86.75
Trainer	$ 81.65
Technical Writer/Editor	$ 81.65
Test Engineer	$ 112.25
Senior Network Technician	$ 130.60
Network Technician	$ 86.75
Subject Matter Expert I	$ 147.95
Subject Matter Expert II	$ 173.50
Subject Matter Expert III	$ 219.40
Junior Applications Programmer	$ 86.75
Applications Programmer	$ 107.15
Senior Applications Programmer	$ 122.45
Web Developer	$ 117.35
Data Base Administrator	$ 122.45
Data Base Manager	$ 132.65

**Prices assume Agency supplies own network connection; also, an Agency must supply server as network management platform.*

6.2 Discounts

6.2.1: Order-based Discounts

Quantity	Additional Discount %
1- 3000	0
3001 - 6000	1
6001 - 15000	2
15001 - 30000	1
30001 - 60000	1
Discount will be applied to the entire COV seats from the time new quantity volume break is achieved for future Services (Intangible) billings only.	

6.2.2: Cumulative Quantity-based Discounts

Quantity	Cumulative Discount %
1- 3000	0
3001 - 6000	1
6001 - 15000	3
15001 - 30000	4
30001 - 60000	5
Discount will be applied to the entire COV seats from the time new quantity volume break is achieved for future Services (Intangible) billings only.	

7. Electronic Ordering

The purpose of this section is to identify and describe the sequence of events for standard, non-standard, forecasted, and non-forecasted seat orders for all COV Agencies, Institutions of Higher Learning and Localities / Municipalities.

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Unisys is capable of Configuring, imaging and supporting an unlimited number of seats. For purposes of this program, the minimum order quantity for any COV Agency or Entity is 1 seat or system as configured and identified below.

7.1 Electronic Ordering Procedure

An authorized representative from the COV Agency places a request for SMS.

The Agency authorized representative reviews the request to determine that it meets hardware configuration standards or approves the user's request for exceptions to the hardware configuration standard.

At the time of the request, the Agency authorized representative must approve any non-imaged or user specific software to be loaded. **Note:** *There will be an additional service charge for loading this software.*

The Agency authorized representative will review the request and make any recommendation to the end user for changes to the request.

The Agency authorized representative will then fax or e-mail the order to the Unisys SMS Project Management Office.

The Agency authorized representative will receive an order number after submission of the order form via fax and / or e-mail.

The Agency authorized representative and Customer can then use the order number to track the progress of the order through the process via the COV Web interface.

The SLA for delivery of forecasted orders will be 5 business days.

The SLA for a non-standard configuration or a non-forecasted seat will be on a best effort basis not to exceed 20 business days.

7.2 Online Ordering Procedure

The procedure for ordering services, replacement units and / or new initial units online under the Seat Management contract are the same as submitting an electronic order with the exception of placing the order via the Unisys SMS Team website at www.unisys-sms-cov.com.

8. Termination/Residual Value

Under the Seat Management Services Program, the Commonwealth of Virginia leases Unisys Assets for day-to-day operational requirements. The COV Agency may terminate part or all of this Agreement at any time. Additionally, the Agency may purchase selected leased assets. Should the Agency elect to cancel this agreement or purchase Program Assets, the Agency's obligation to Unisys shall be a payment of a mutually agreed-upon residual value for those assets they wish to retain. A formula is provided to identify the residual equipment cost.

9. Proposed Pricing for Certain Items

9.1 Support of Non-supported Software

The contract contains a number of optional services including, but not limited to: staff augmentation, non-program asset support maintenance, network management installation, configuration, server management, network design, integration, tape backup and restoration, disaster recovery IT consulting services, testing, administration, network monitoring and benchmarking, TCO and other services. These services will need to be coordinated through the Unisys SMS PMO. The COV Agency representative will use the same procedures for entering the requests as noted in the section "Agency Procedures for Order Processing". Billing for these services will be included in the monthly invoice(s) submitted to the COV Agency. The same procedures for reconciliation, validation and payment of the invoice(s) noted in the section "Invoices" will apply.

10. Restrictions on Use of Assets

Failures that are caused by (1) use of out-of-specification supplies not provided under this Agreement, (2) accidents, misuse, negligence or failure of COV Agency to follow instructions for proper use, care and cleaning of equipment, (3) external factors (e.g., failure or fluctuation of electrical power or air conditioning, fire, flood), or (4) failure by COV Agency to comply with Unisys environmental specifications are not covered by these Support Services and shall also not apply to the calculations for availability rates.

COV Agency will (a) maintain the operating environment in accordance with Unisys specifications, (b) provide adequate working and storage space for use by Unisys personnel near the equipment, (c) follow Unisys procedures for placing service requests and determining if remedial service is required, (d) follow Unisys instructions for maintenance evaluation, and (e) reproduce suspected errors or malfunctions.

The Commonwealth of Virginia will also maintain back-up data necessary to replace critical Commonwealth data in the event of loss or damage to such data from any cause.

Services provided under this Agreement may be subject to U.S. and other government export control regulations. The Commonwealth of Virginia will comply with all applicable export laws and regulations related to the use, disclosure, export, or re-export of these Services.

10.1 COV Agency Use of Unisys Provided Software

COV Agency's use of Unisys provided software is also governed by the following, (In addition to the limitations set forth in Sections 50, 51 and 52 of the Agreement Terms and Conditions):

1. COV Agency agrees that Unisys may periodically inspect the computer site in order to audit software supplied by Unisys installed at COV Agency's site at mutually agreed upon times.

2. If a separate license agreement accompanies non-Unisys commodity software, then the separate license agreement terms will supersede the license terms in this Agreement for that software.

3. Commonwealth will not de-compile, disassemble or modify any software provided under this Agreement.

4. Any archive copies made by COV Agency will contain all legends and notices and will be subject to the same conditions and restrictions as the original.

5. If COV Agency desires to transfer to or allow operational use of the software by a third party; then COV Agency must request prior permission in writing from Unisys. Unisys will then advise COV Agency whether, and under what terms and conditions, Unisys will license the software as requested. All restrictions applicable to COV Agency will also apply to any permitted third party users.

6. Use of any software is contingent upon payment of all applicable charges for the use of such software.

Appendix A – Maintenance Service Levels

Service Level I (SL1): This SLA requires a 1-hour response, 24-hour fix or replace coverage for COV SMS Program assets / systems.

Service Level II (SL2): Although this is generally reserved for servers, it can include mission critical desktop/laptops. SLA 2 requires a 30-minute response, and a 4-hour fix or replace commitment.

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Seat Management Services
Description of Basic Seat Services

Unisys

(A) Pricing is based upon a minimum of a 3-year Contract Term. Should Term of Contract change, pricing may also be s

(B) Pricing for new equipment is based upon the configurations listed herein.

(C) Intangible Price includes staging & configuration, configuration management, initial installation with end user orientation, disposal, asset inventory, one MAC per progam asset per year, hardware maintenance (SL1 or SL2),

(D) Price is presented as monthly per seat (PC or laptop) and per server.

(E) Initial installation includes the following services (numbered 1 through 16):

1. Transfer of data from a replaced Intel-based system to new computer via one of two methods:
 - Via XCOPY through end user's designated fileserver if system is networked.
 - Via a file transfer product if the system is not networked (Client must provide capability for data transfer such as a zip drive with sufficient disk or a backup tape unit and related software to perform the backup).
2. Client data must reside under a single directory: i.e. "My Documents," a "Data Directory" or "Folder."
3. Disconnect components of old system, cable from network jack and power source. Put disconnected system to the sic
4. Verify receipt and condition of all boxes and components (according to shipping list) of new system or old system if bei
5. Verify the availability of customer-provided physical site and power.
6. Unpack systems and components.
7. Verify product serial numbers match the shipping list. If a non-match, contact the designated customer support person
8. Escalate to customer for replacement of any item damaged in shipment.
9. Set-up and connect all peripherals (keyboard, monitor, mouse, etc.) including network cable (if applicable) to desktop c
10. System should be powered on and image loaded and tested.
11. If applicable, enter customer-supplied TCP/IP address and verify that system comes up to the network logon screen.
12. If any error occurs, contact the designated customer support personnel for further troubleshooting. If a hardware problem is found, customer will have to open a dispatch for service.
13. Provide a maximum thirty (30) minute Customer orientation of the hardware identifying the location of all the major sy

<u>Location of Major System Components</u>

On/Off switch
Reset button
Bezel LEDs
Floppy/hard drive identification/operation
Monitor controls
Basic keyboard layout
Mouse controls
Ports in back of system (parallel, serial, video, mouse, etc.)
Chassis screws location

<u>Basic S/W Operation - Windows</u>

Starting Windows from DOS prompt
Opening Windows
Starting application from Menu
Moving Icons to new Menu
Adding applications to Windows
File Manager basic operations
Selecting a printer and printer driver
Selecting video resolution

Basic S/W Operation - DOS
DIR Command
CHKDSK Command
DISKLIB backup system
BACKUP.EXE
FORMAT.COM
MD/CD Directory Commands

14. Box the de-installed system.
15. Move the PC and set up for transfer to another COV agency.
16. Ship to another COV agency.

Provision: Initial Installation does not include the hardware installation of any product external to the desktop/notebook, network cabling (except pigtail from system to network jack) or any environmental or power related activities.

(F) Hardware maintenance includes service levels as defined in SL1 or SL2 of Appendix C (during 5x9 coverage).

(G) Move, Add and Change service includes up to 1 per seat or per server each year.

(H) Software bug fixes only include O/S problems, driver changes and manufacturer mandatory patches.

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HP Platform Basic Seat Services

	DG			DW			PG			PW			Unisys S		
	Tangible	Intangible	Total	Tangible	Intangible	Total	Tangible	Intangible	Total	Tangible	Intangible	Total	Tangible	Intangible	Total
SL1															
1 yr. Refresh	200.47	30.61	231.08	254.33	14.40	268.73	235.13	33.34	268.47	280.85	29.92	310.77	1,280.75	56.36	1,337.11
2 yr. Refresh	100.23	56.14	156.37	127.16	52.12	179.28	117.56	62.98	180.54	140.42	65.85	206.27	640.37	202.27	842.64
3 yr. Refresh	66.82	62.51	129.33	84.78	62.16	146.94	78.38	70.37	148.75	93.62	74.90	168.52	426.92	237.28	664.20
SL2															
1 yr. Refresh	200.47	34.61	235.08	254.33	18.40	272.73	235.13	38.79	273.92	280.85	35.37	316.22	1,280.75	97.18	1,377.93
2 yr. Refresh	100.23	60.14	160.37	127.16	56.12	183.28	117.56	68.44	186.00	140.42	71.30	211.72	640.37	243.08	883.45
3 yr. Refresh	66.82	66.51	133.33	84.78	66.16	150.94	78.38	75.83	154.21	93.62	80.35	173.97	426.92	278.10	705.02

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Seat Management Services

Dell Platform Basic Seat Services

	DG			DW			PG			PW			Unisys S		
	Tangible	Intangible	Total	Tangible	Intangible	Total	Tangible	Intangible	Total	Tangible	Intangible	Total	Tangible	Intangible	Total
SL1															
1 yr. Refresh	200.47	58.20	258.67	254.33	49.15	303.48	235.13	56.01	291.14	280.85	48.33	329.18	1,280.75	56.36	1,337.11
2 yr. Refresh	100.23	72.93	173.16	127.16	73.25	200.41	117.56	76.77	194.33	140.42	77.05	217.47	640.37	202.27	842.64
3 yr. Refresh	66.82	75.41	142.23	84.78	78.40	163.18	78.38	80.97	159.35	93.62	83.51	177.13	426.92	237.28	664.20
SL2															
1 yr. Refresh	200.47	62.20	262.67	254.33	53.15	307.48	235.13	61.47	296.60	280.85	53.79	334.64	1,280.75	97.18	1,377.93
2 yr. Refresh	100.23	76.93	177.16	127.16	77.25	204.41	117.56	82.23	199.79	140.42	82.51	222.93	640.37	243.08	883.45
3 yr. Refresh	66.82	79.41	146.23	84.78	82.40	167.18	78.38	86.42	164.80	93.62	88.96	182.58	426.92	278.10	705.02

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Optional Hardware Upgrades

Unisys

	Tangible			Intangible			Total Monthly Price		
	1 Yr Refresh	2 Yr Refresh	3 Yr Refresh	1 Yr Refresh	2 Yr Refresh	3 Yr Refresh	1 Yr Refresh	2 Yr Refresh	3 Yr Refresh
DG									
20 GB Hard Drive	16.03	8.02	5.34	1.36	1.32	1.26	17.39	9.33	6.60
56K V90 Modem	6.36	3.18	2.12	0.54	0.52	0.50	6.90	3.70	2.62
64 MB Memory Upgrade	5.56	2.78	1.85	0.47	0.46	0.44	6.03	3.23	2.29
18" LCD Flat Pannel Display	205.99	103.00	68.66	25.42	24.94	24.16	231.41	127.94	92.83
19" Color Display Monitor	38.26	19.13	12.75	6.24	6.15	6.00	44.50	25.28	18.76
21" Color Display Monitor	78.58	39.29	26.19	9.65	9.46	9.17	88.23	48.76	35.36
15" LCD Flat Pannel Disp. Credit	(44.27)	(22.13)	(14.76)	(7.74)	(7.64)	(7.47)	(52.01)	(29.77)	(22.23)
DW									
30 GB Hard Drive	23.20	11.60	7.73	1.96	1.91	1.82	25.16	13.51	9.55
CD-RW	16.03	8.02	5.34	1.36	1.32	1.26	17.39	9.33	6.60
DVD-R	20.16	10.08	6.72	1.70	1.66	1.58	21.87	11.74	8.30
56K V90 Modem	6.36	3.18	2.12	0.54	0.52	0.50	6.90	3.70	2.62
128 MB Memory Upgrade	16.13	8.06	5.38	1.36	1.33	1.27	17.49	9.39	6.64
18" LCD Flat Pannel Display	205.99	103.00	68.66	25.42	24.94	24.16	231.41	127.94	92.83
19" Color Display Monitor	38.26	19.13	12.75	6.24	6.15	6.00	44.50	25.28	18.76
21" Color Display Monitor	78.58	39.29	26.19	9.65	9.46	9.17	88.23	48.76	35.36
15" LCD Flat Pannel Disp. Credit	(44.27)	(22.13)	(14.76)	(7.74)	(7.64)	(7.47)	(52.01)	(29.77)	(22.23)
PG									
10/100 Ethernet Card	8.60	4.30	2.87	0.73	0.71	0.67	9.33	5.01	3.54
8' Patch Cord	0.38	0.19	0.13	0.03	0.03	0.03	0.41	0.22	0.16
18 GB Hard Drive	16.13	8.06	5.38	1.36	1.33	1.27	17.49	9.39	6.64
56K V90 Modem	Incl. In Base	Incl. In Base	Incl. In Base	Incl. In Base	Incl. In Base	Incl. In Base	Incl. In Base	Incl. In Base	Incl. In Base
64 MB Memory Upgrade	13.71	6.85	4.57	1.16	1.13	1.08	14.87	7.98	5.65
Port Replicator	24.11	12.06	8.04	2.04	1.98	1.89	26.15	14.04	9.93
Docking Station w. Ethernet	44.27	22.13	14.76	5.24	5.14	4.97	49.51	27.27	19.73
Docking Station w. Token R.	64.44	32.22	21.48	6.95	6.80	6.56	71.38	39.02	28.03
Keyboard	3.14	1.57	1.05	0.27	0.26	0.25	3.40	1.83	1.29
Mouse	1.88	0.94	0.63	0.16	0.15	0.15	2.04	1.10	0.77
PW									
10/100 Ethernet Card	8.60	4.30	2.87	0.73	0.71	0.67	9.33	5.01	3.54
8' Patch Cord	0.38	0.19	0.13	0.03	0.03	0.03	0.41	0.22	0.16
18 GB Hard Drive	36.20	18.10	12.07	3.06	2.98	2.84	39.26	21.08	14.91
CD-RW	22.40	11.20	7.47	1.89	1.84	1.76	24.30	13.04	9.22
56K V90 Modem	Incl. In Base	Incl. In Base	Incl. In Base	Incl. In Base	Incl. In Base	Incl. In Base	Incl. In Base	Incl. In Base	Incl. In Base
64 MB Memory Upgrade	13.71	6.85	4.57	1.16	1.13	1.08	14.87	7.98	5.65
128 MB Memory Upgrade	21.77	10.89	7.26	1.84	1.79	1.71	23.62	12.68	8.97
Port Replicator	24.11	12.06	8.04	2.04	1.98	1.89	26.15	14.04	9.93
Docking Station w. Ethernet	44.27	22.13	14.76	5.24	5.14	4.97	49.51	27.27	19.73
Docking Station w. Token R.	64.44	32.22	21.48	6.95	6.80	6.56	71.38	39.02	28.03
Keyboard	3.14	1.57	1.05	0.27	0.26	0.25	3.40	1.83	1.29
Mouse	1.88	0.94	0.63	0.16	0.15	0.15	2.04	1.10	0.77
15" LCD Panel	44.27	22.13	14.76	7.74	7.64	7.47	52.01	29.77	22.23
S									
35GB/70GB DLT Tape Drive	624.92	312.46	208.31	64.84	63.40	61.03	689.76	375.86	269.34
10/100 Ethernet Card	9.52	4.76	3.17	0.80	0.78	0.75	10.32	5.54	3.92
56K V90 Modem	6.37	3.19	2.12	0.54	0.52	0.50	6.91	3.71	2.62
128 MB Memory Upgrade	45.40	22.70	15.13	3.84	3.73	3.56	49.24	26.44	18.70
Rack Mount Chassis with rack	223.57	111.78	74.52	18.90	18.39	17.54	242.47	130.17	92.06

The above prices are additive to the base Basic Services" prices. These prices include only the hardware monthly price. In the event that the COV agency desires that any of the above items be substituted for items included in the base Basic Services" system, the total per seat price will be adjusted accordingly. For example, the per seat price will be lowered if 19" Color Display Monitor is substituted for the more expensive Flat Panel Display included in the base Basic Services" price.

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Department of Information Technology
Seat Management Services
Optional Services

Unisys

Technical personnel rates reflect M-F 8AM-5PM.

I. TRAINING:

Listed below is pricing summary for various Training Programs.

Pricing has been provided on a per student rate and on a per class rate (with a maximum number of students attending each session, at both a COV facility and an off-site location). Additionally, pricing has been provided by course length, for a 1-day class up to a 5-day class.

All instructor travel expenses will be billed at actual.
Off-site locations are any training facility currently available from Unisys or its partners.

End User Instructor-Led Classroom Training

End User Training/Classroom Delivery Standard Desktop Training				
Course Duration in Days	**Price per student to attend off-site**	**Price per off-site class (up to 12 students)**	**Price per on-site class at COV (up to 12 students) ***	**Price for each additional student over the first 12**
1	$ 240	$ 1,633	$ 1,378	$ 51
2	$ 480	$ 3,265	$ 2,755	$ 102
3	$ 719	$ 4,898	$ 4,133	$ 153
4	$ 959	$ 6,531	$ 5,510	$ 204
5	$ 1,199	$ 8,163	$ 6,888	$ 255

*Depending on the COV facility to be used, hourly set-up fee of the hardware and software that would be used for lab may be applicable: **$ 112.25**

IT Technical Instructor-Led Classroom Training

IT Technical Training Classroom Delivery				
Course Duration in Days	**Price per student to attend off-site**	**Price per off-site class (up to 12 students)**	**Price per on-site class at COV (up to 12 students) ***	**Price for each additional student over the first 12**
1	$ 434	$ 2,653	$ 2,449	$ 281
2	$ 867	$ 5,306	$ 4,898	$ 561
3	$ 1,301	$ 7,959	$ 7,347	$ 842
4	$ 1,735	$ 10,612	$ 9,796	$ 1,122
5	$ 2,168	$ 13,265	$ 12,245	$ 1,403

Note:
Cisco technical training is not included in the above pricing; if Cisco training is required by COV, Unisys will provide pricing upon request.

*Depending on the COV facility to be used, hourly set-up fee of the hardware and software that would be used for lab may be applicable: **$ 127.55**

IT Technical Web-Based Training
This optional IT Technical web-based training solution is a scheduled event, with an instructor presenting the materials and students participating interactively via the web.

The price for IT Technical web-based training delivery per student per hour for a class size of 10 to 15 students: **$ 102.00**

Course Development for SMS-Specific Applications
The hourly rate for developing custom COV training courses: **$ 153.00**

Note: All developer travel expenses, if applicable, will be billed at actual.

II. SUPPORT:

Listed below is pricing summary for various Configurations and Coverage Periods.

Existing Hardware Support

	Price per Month per Unit			
	Post-Warranty		Warranty	
	Coverage Period 1	Coverage Period 2	Coverage Period 1	Coverage Period 2
Desktop	$ 11.43	$ 20.00	$ 10.00	$ 14.00
Laptop	$ 21.82	$ 30.55	$ 13.64	$ 19.09
Server - Low	$ 66.33	$ 86.73	$ 51.02	$ 61.22
Server - Medium	$ 86.73	$ 112.24	$ 61.22	$ 81.63
Server - High	$ 122.45	$ 163.27	$ 86.73	$ 112.24
Printer - Low	$ 8.16	$ 12.24	$ 5.10	$ 8.16
Printer - Medium	$ 12.24	$ 16.33	$ 9.18	$ 11.22
Printer - High	$ 20.41	$ 25.51	$ 14.29	$ 18.37

	Coverage Period 1	Coverage Period 2
Desktop	5X9 NBD	5X9 4HR
Laptop	5X9 NBD	5X9 4HR
Printer - Low	5X9 NBD	5X9 4HR
Printer - Medium	5X9 NBD	5X9 4HR
Printer - High	5X9 NBD	5X9 4HR
Server - Low	7X24 8HR	7X24 4HR
Server - Medium	7X24 8HR	7X24 4HR
Server - High	7X24 8HR	7X24 4HR

Definitions:

Server - Low
PC-based Pentium servers; Servers such as Dell, HP, Compaq Proliant 800, 1000, 1200, 1500, 1600, 2000, 2500, 3
IBM SVR 3XX.
Configuration as follows:
Pricing is based upon (2) Pentium processors, <=128MB RAM, <= four internal 4.3GB HDs, SCSI-2 controller, CD ROM, internal single catridge tape drive, modem, <=17" monitor, <=3 feature boards, keyboard, mouse.

Server - Medium
Servers such as Dell, HP, Compaq Proliant 4000, 4500, 5000; IBM SVR 5XX, SVR 325
Configuration as follows:
Pricing is based upon (3) Pentium processors, <=256MB RAM, <= six internal 4.3GB HDs, array controller, CD ROM, DAT drive, modem, <=17" monitor, <=3 feature boards, keyboard, mouse, redundant power supply.

Server - High
Servers such as Dell, HP, Compaq Proliant 6000, 6500, 7000; IBM SVR 7XX, SVR 7XXX
Configuration as follows:
Pricing is based upon (4) Pentium processors, <=1GB RAM, <= six internal hard drives - (4) 4.3GB and (2) 9.1GB HDs, (2) array controllers, one external HDD cage with (6) 9GB drives, CD ROM, DLT drive, modem, <=17" monitor, <=3 feature boards, keyboard, mouse, redundant

power supply

Printer - Low	Lasers<12PPM and Inkjet/Dot Matrix, Excludes Ticket & Production Printers
Printer - Medium	Lasers12-16PPM, Excludes Ticket & Production Printers
Printer - High	Lasers 17PPM-24PPM, Excludes Ticket & Production Printers

III. Level II Software Support

Call Pack	Calls per Pack	Initial Pack Price	Price per Call	Subsequent Pack
Option 1	10	$ 1,888	$ 189	$ 1,816
Option 2	50	$ 9,235	$ 185	$ 8,878
Option 3	100	$ 18,163	$ 182	$ 17,347
Option 4	200	$ 35,510	$ 178	$ 34,020

Assumption:
Duration per Call is estimated to be 1 hour.

IV. MAC

Additional MAC Price per PC is: $76.50 Per Incident

V. Time & Material Hourly Rates

	Hourly Rates
Technical	
Desktop Engineer	$76.50
System/Network Engineer	$112.25
Senior Network Engineer	$130.60
Network Engineer	$86.75
Project Management	
Project Director	$188.75
Project Manager	$147.95
Architect Director	$204.05
Task Manager	$117.35
Systems Architect	$168.35
Integration Architect	$137.75
Administrator	$71.45

VI. DISPOSAL

Price to move existing COV owned equipment to COV centralized location: $102.05 Per System
Assumed to be a standalone service

VII. HELP DESK

Level 1 Help Desk support for Microsoft Office Suite software applications

Pricing

Total seats	0 - 999	1000 - 4999	5000 - 9999	> 10K seats
Contract Term (Months)	36	36	36	36
Hours of Coverage	5 x 12	5 x 12	5 x 12	5 x 12
Price per seat per month	$13.80	$12.75	$12.25	$11.75
One Time Charges	See note 2 below			

1. Call mix and seat utilization will be reviewed each 90 days and Unisys reserves the right to re-price up or down based on the variation of greater than 10% of assumptions stated in the SOW or otherwise in force calls per seat terms due to a previous change in the 90 day period.

2. This service assumes remote consultancy, not to exceed 40 hours for service establishment & implementation for COV Agencies with seat count less than 200; Agencies with seat count > 200 will require customized consultancy quotation at $150.00/hour.

Service Parameters

Incidents per Seat per month	(Total not to exceed .5 incidents per seat per month)			
Average Handle Time (minutes)	15	15	15	15
Dedicated Staff : Yes or No	No	No	No	No
Number of Client Referral Points	1	1	1	1
Standard Reporting: Yes or No	Yes	Yes	Yes	Yes

Service Levels

Abandon Rate	<6%	<6%	<6%	<6%
Required Speed of Answer (sec)	<45	<45	<45	<45
First Call Fix Rate	85%	85%	85%	85%
Cycle Time	95%	95%	95%	95%

VIII. NETWORK MANAGEMENT

		Per Unit per Month
Desktop	$	159.25
Server	$	1,734.70
Network Device	$	173.50
Software Distribution Per Application/OS	$	581.65

Prices assume agency supplies own network connection.
Agency also must supply server as network management platform.

		T & M Hourly Rate Technical Personnel for Network Management
Senior Network Analyst	$	122.45
Network Analyst	$	107.15
Junior Network Analyst	$	86.75
Trainer	$	81.65
Technical Writer/Editor	$	81.65
Test Engineer	$	112.25
Senior Network Technician	$	130.60
Network Technician	$	86.75
Subject Matter Expert I	$	147.95
Subject Matter Expert II	$	173.50
Subject Matter Expert III	$	219.40
Junior Applications Programmer	$	86.75
Applications Programmer	$	107.15
Senior Applications Programmer	$	122.45
Web Developer	$	117.35
Data Base Administrator	$	122.45
Data Base Manager	$	132.65

The Unisys SMS response for labor hour pricing is valid for all types of services including, but not limited to: network management; installation; configuration; server management; network design; integration; tape backup and restoration; disaster recovery; IT consulting services; testing; administration; network monitoring and benchmarking; TCO; and other services that may be required at a later date.

IX. ARCHITECTURAL SERVICE ORGANIZATION - TECHNOLOGY ROADMAP SERVICES

$185 per hour T&M rate.
Fixed Price Quotations will also be available to COV agencies based on the service(s) requested, complexity, etc.

X. NETWORK SECURITY

	Hourly Rate
Systems Architect	$168.40
Integration Architect	$137.75

XI. ASSET MANAGEMENT

Price per Month per Unit for Existing Server or PC	$8.15

Enterprise Asset Management — Price is "as Quoted in response to RFQ" based upon T&M Rates and the suite of asset management services an age elects.

XII. Windows 2000 Consulting Services

	Hourly Rate
Integration Architect	$137.75
Consultant	$112.25

XIII. Total Cost Of Ownership Study — Price is "as Quoted in response to RFQ," based upon T&M Rates and the TCO model to be used.

DESKTOP GENERAL BUSINESS USER (DG)

SPECIFICATIONS	HP Platform Vectra VL400			DELL Platform Optiplex GX 110		
	Desktop	Minitower	Small Form Fctr	Desktop	Minitower	Small Form Fctr
CPU Speed	800MHz	800MHz	800MHz	800MHz	800MHz	
128MB RAM	Incl.	Incl.	Incl.	Incl.	Incl.	
100MHz Front Side Bus	133MHz	133MHz	133MHz	133MHz	133MHz	
13GB Hard Drive (ATA-66)	15GB	15GB	15GB	15GB	15GB	
CD-ROM	48X	48X	48X	48X	48X	
15" COLOR LCD Panel display	Incl.	Incl.	Incl.	Incl.	Incl.	
8MB Video Card	16MB	16MB	16MB	16MB	16MB	
Sound Card & Speakers	Incl.	Incl.	Incl.	Incl.	Incl.	
Desktop/Minitower (see header)	Incl.	Incl.	Incl.	Incl.	Incl.	
10/100 Ethernet or Token Ring	Incl.	Incl.	Incl.	Incl.	Incl.	
8' Patchcord	Incl.	Incl.	Incl.	Incl.	Incl.	
Windows 98	Incl.	Incl.	Incl.	Incl.	Incl.	
Mousepad	Incl.	Incl.	Incl.	Incl.	Incl.	
Surge Protector	Incl.	Incl.	Incl.	Incl.	Incl.	
All Driver Software	Incl.	Incl.	Incl.	Incl.	Incl.	

DESKTOP ENGINEERING AND SCIENTIFIC WORKSTATION USER (DW)

SPECIFICATIONS	HP Platform Vectra VL 600			DELL as of 8/11/00 Optiplex GX 110		
	Desktop	Minitower	Small Form Fctr	Desktop	Minitower	Small Form Fctr
800Mhz	Incl.	Incl.		Incl.	Incl.	
133MHZ Front Side Bus	Incl.	Incl.		Incl.	Incl.	
256MB RAM (ECC or RDRM)	Incl.	Incl.		Incl.	Incl.	
Hard Disk						
Drive ATA-	30GB	30GB		Incl.	Incl.	
DVD-ROM Drive	Incl.	Incl.		Incl.	Incl.	
15" Color LCD Panel Display	Incl.	Incl.		Incl.	Incl.	
32MB Video Card	Incl.	Incl.		Incl.	Incl.	
Sound Card/Speakers w Subwoofer	Incl.	Incl.		Incl.	Incl.	
Desktop/Minitower	Incl.	Incl.		Incl.	Incl.	
10/100 Ethernet or Token Ring	Incl.	Incl.		Incl.	Incl.	
8' Patch Cord	Incl.	Incl.		Incl.	Incl.	
Windows 2000	Incl.	Incl.		Incl.	Incl.	
Mousepad	Incl.	Incl.		Incl.	Incl.	
Surge Protector	Incl.	Incl.		Incl.	Incl.	
Driver Software	Incl.	Incl.		Incl.	Incl.	

PORTABLE GENERAL BUSINESS USER (PG)

SPECIFICATIONS	HP Platform OMNIBK 900 PIII	DELL as of 8/11/00 Latitude CSXH 500XT
500MHz	Incl.	Incl.
128MB RAM	Incl.	Incl.
8GB Hard Disk Drive	12GB	12GB
24X CD-ROM Drive	Incl.	Incl.
11" TFT SVGA LCD Display	13.3"	13.3"
4MB Video	8MB	Incl.
Microphone & Speakers	Incl.	Incl.
PCMCIA slots	Incl.	Incl.
Infra-Red Port	Incl.	Incl.
Li-ion Battery and Charger	Incl.	Incl.
Windows 98	Incl.	Incl.
56K Modem	Incl.	Incl.
Mousepad	Incl.	Incl.
Surge Protector	Incl.	Incl.
All Driver Software	Incl.	Incl.

PORTABLE ENGINEERING AND SCEINTIFIC WORKSTATION USER (PW)

SPECIFICATIONS	HP Platform OmniBook 4150 PIII 650	DELL Platform Latitutde XPCJ 650GT
650MHz	Incl.	Incl.
128MB RAM	Incl.	Incl.
100MHz Bus	Incl.	Incl.
18GB Hard Drive	Incl.	Incl.
DVD-ROM	Incl.	Incl.
14" TFT LCD Panel Display	Incl.	Incl.
8MB Video Card	Incl.	Incl.
PCMCIA Slots	Incl.	Incl.
Infra-red	Incl.	Incl.
Microphone/Speakers	Incl.	Incl.
Li-ion Battery and Charger	Incl.	Incl.
Windows 2000	Incl.	Incl.
Driver Software	Incl.	Incl.
Mousepad	Incl.	Incl.
Surge Protector	Incl.	Incl.
56K modem (option req.)	Incl.	Incl.

SERVER(S)

SPECIFICATIONS	HP Platform LC2 PIIII 733	DELL Platform PowerEdge 4400
733Mhz	Incl.	Incl.
Full Tower Chassis	Incl.	Incl.
Dual Processor Capability	Incl.	Incl.
512MB ECC RAM	Incl.	Incl.
100GB Min Ultra2 SCSI RAID5 storage	Incl.	Incl.
20X CD-ROM Drive	Incl.	40X
15" XGA Display	Incl.	Incl.
2MB Video card	Incl.	Incl.
10/100 Ethernet or Token Ring	Incl.	Incl.
8' Patch Cord	Incl.	Incl.
35GB/70GB DLT Drive	Incl.	Incl.
UPS	Incl.	Incl.
Windows 2000 Adv. Srv w/ 25 Lic.	Incl.	Incl.
Server Mgt. Software	Incl.	Incl.
All Driver Software	Incl.	Incl.

Appendix C – Services Available

C.1 Seat Management Services

C.1.1: Basic Seat Services

The core elements included in the monthly price of a seat / server include:

- Installation/de-installation including transfer of any existing data files
- Service Level (SL1 or SL2) of maintenance, as specified by agency
- Appropriate patch cord from LAN wall jack to PC NIC(s)
- 6 outlet surge protector
- Escalation management on trouble calls
- Order entry and tracking system
- Software Image (OS and drivers library)
- Meet mutually agreeable order/set-up schedule on new units or add-ons
- User orientation on new units or add-ons
- Multiple user/client configuration selections for load at factory
- All support Services for software listed in standards
- Patches to existing software
- Asset Management Program and reporting
- Removal/Disposal (either Contractor or COV owned assets)
- Supplier Presentations
- Staging of Inventory prior to order or delivery
- Monthly Billing
- Catalog / Menu of Services, Web published, with periodic price updates

C.1.2: Enhanced Services

Optional monthly costed services include:

- Help Desk
- Network Management and Support
- Server Management
- Windows 2000 Consulting
- Training
- Legacy Maintenance
- Asset Management

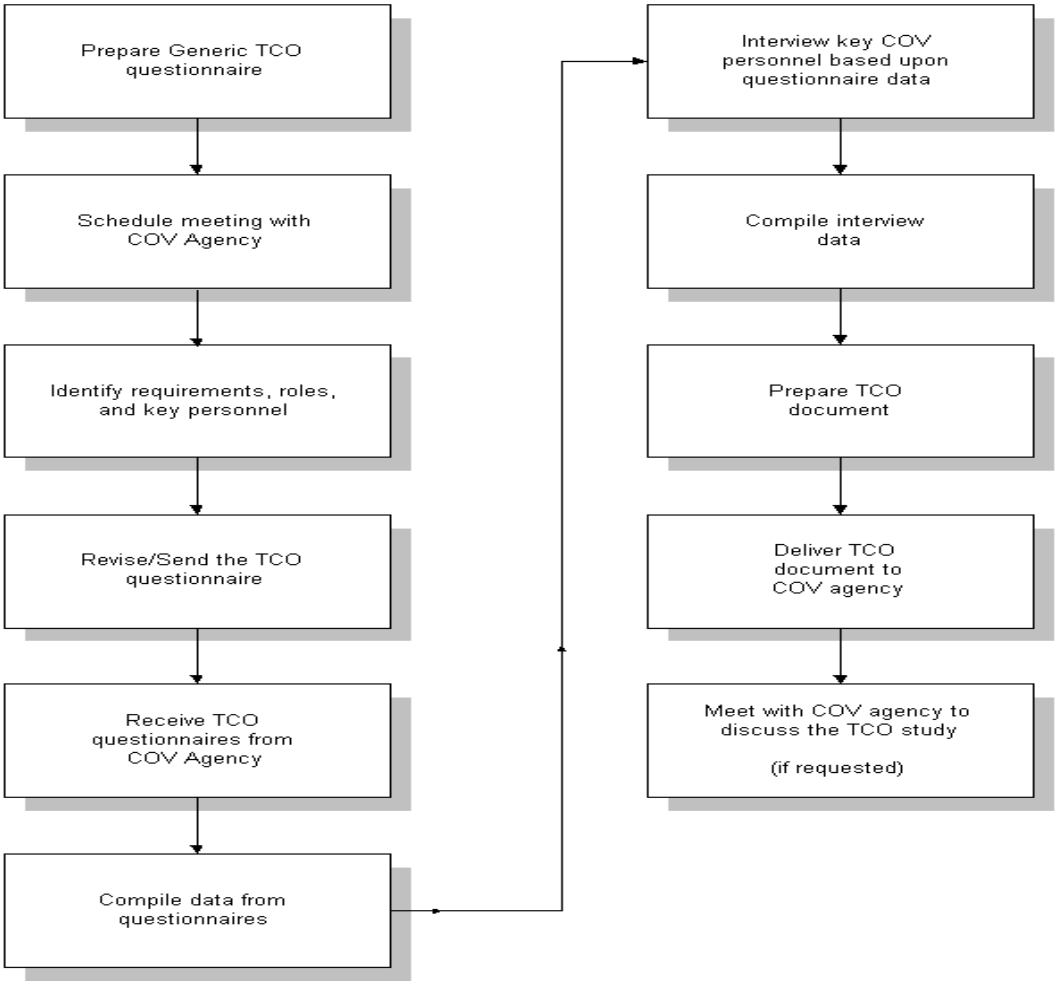
C.1.3: Value-added Services(provided at added cost via T&M or per unit Rates)

A Unisys TCO study COV Seat Management Services (SMS) identifies standard cost elements and compares them to what these costs would be under SMS. Information is gathered via confidential questionnaires that request details of labor, investment, and miscellaneous costs associated with the support of an IT environment.

As a result of the findings of the TCO study, and, depending on the requirements, needs, and funding of that agency, Unisys will perform the requested tasks

(purchase, test, install, and configure network equipment, etc.). To request a TCO by the Unisys SMS Team, the COV Agency must contact the Account Representative, Bob Hardesty. The process below outlines the basic steps to complete a Unisys TCO study with a COV Agency.

This service is available at the time and material rate at Subject Matter Expert II ($173.50). The average number of hours for a 5,000-seat analysis is 50-200.



1. **Prepare generic TCO questionnaire**
   - COV Agency places an order with the Unisys team to conduct a TCO study.
   - Within 2 days of placing the order, the COV Agency identifies their contact to Unisys.
   - Within 7 days of receiving the order Unisys will prepare a generic TCO questionnaire and transmit it to the COV Agency.

2. **Schedule a meeting with COV Agency / Identify requirement roles and key personnel**
   - Unisys will then schedule a meeting with COV Agency contact to identify requirements, roles, key personnel and identify revisions to generic TCO questionnaire (1 day to conduct meeting)

3. **Revise the TCO questionnaire / Send questionnaire**
   - Within three days of the meeting with COV agency contact, Unisys will revise and send the TCO questionnaire to the COV Agency contact.

4. **Receive TCO questionnaires from COV Agency**
   - The COV Agency contact will then be responsible for returning completed questionnaires to Unisys within two weeks.

5. **Compile data from questionnaires**
   - Unisys will compile and assess the data from questionnaires within one week.

6. **Interview key COV personnel based upon questionnaire data (if required)**
   - Unisys will arrange a meeting with key COV personnel identified in the questionnaires and interview these personnel based upon the questionnaire data within 2 days of compiling the data from questionnaires.

7. **Compile interview data**
   - Unisys will compile the interview data within three days of gathering information from the interviews.

8. **Prepare TCO document / Deliver TCO document to COV Agency**
   - Within one to four weeks of compiling interview data, Unisys will prepare and deliver the TCO document.

9. **Meet with COV Agency to discuss the TCO study (If requested)**
   - If COV contact requests a follow-up meeting with Unisys, Unisys will arrange meeting, to review TCO document, within one week of their request.

C.1.4: Integrated Solution Services (provided at added cost via T&M or per unit Rates)

C.1.4.1 Network Management

Network Management and Monitoring will be separately orderable by any COV Agency subscribing to SMS and will be based in the Unisys Team Integration Services Network Management Command Center (NMCC) in Tysons Corner, Virginia. To ensure interoperability and accuracy with desktop maintenance services, the NMCC will interface to Unisys Service

Request Management System (SRMS) for trouble ticketing, dispatch, tracking, and escalation of network events.

The COV Agency electing to use Network Management will connect via the Internet to the NMCC. Those agencies whose edge devices support IPSec56 encryption may have a Virtual Private Network (VPN) configured between their site and the NMCC, or the site may elect to have the NMCC connection run unencrypted.

In designing and implementing network management infrastructures and system administration systems, the Unisys Team's approach to managing systems and networks is highly proactive. Problems are reported by user to the help desk. The help desk determines who is responsible for fixing the problem based on what information can be obtained from the user and the problem is then dispatched to the group believed to be responsible for fixing the problem. Once the network support group has the problem, they begin to use various tools to identify the fault and correct it. This reactive profile means that there could be a significant time delay before a fault is initially isolated. This results in significant loss in performance and productivity within the system.

The Unisys Team has designed a system administration and network management plan that will satisfy all aspects of the Commonwealth's requirements in a cost- effective manner.

C.1.4.2 Unisys e@ction Help Desk Services

Unisys offers a flexible help desk solution that will be tailored to meet the unique needs and expectations of the Commonwealth. Unisys ensures consistent help desk service, irrespective of end user location, department, or problem. The Single Point of Contact (SPOC) process eliminates guesswork about the problem and who to call for service -- there is a single point to call for problem resolution/referral. Integrated processes using a SPOC will result in:

- Continuous service improvement
- Increases end user productivity by reduced peer-to-peer involvement
  activities related to problem support
- Increases end user satisfaction
- Reducing the total cost of ownership.

Unisys uses of state-of-the-art help desk and service management tools. Unisys systems and processes will deliver services that will provide the

COV end-users with access to the highest level of technical expertise. Unisys Help Desk services will result in a faster and more professional handling of problems with minimal downtime or disruption for the user.

The Unisys infrastructure integrates these services, using common systems, tools, and processes with Unisys Help Desk Services as the Single Point of Contact (SPOC), offering COV Agencies a total desktop management solution, on a statewide basis.

The integrated services process will begin with the end user call to the COV Help Desk. Service events can also be generated by the end user through the web interface, selfhelpdesk.com. For all service events, an incident report is created in HelpTRAK TM . In those cases where Help Desk diagnosis determines that the problem resolution requires support through processes managed outside the Help Desk, an on-site service request will be opened immediately.

Service tickets for Unisys managed activities such as Break/fix and IMAC will be electronically passed to the Unisys SureTrack II call placement system. This service request is then instantly routed through to the Service Request Management System (SRMS), the global call dispatch system, to the Unisys Action Center. This process ensures the highest first call fix percentages can be obtained thus eliminating unnecessary down time for the end user.

C.1.4.3: Architectural and Technology Roadmap Services
Unisys Architectural Services Organization's services will benefit COV Agencies and Institutions in developing and deploying technology initiatives that will address their business issues/drivers. These services are known collectively as the *Technology Roadma*p. These services naturally compliment and extend the core Unisys Seat Management Services.

The Unisys Architectural Services Organization (ASO) team works in conjunction with a team from the COV Agency to define the business issues and current IT infrastructure, along with pertinent technical issues. The *Technology Roadmap* will recommend the appropriate architecture and the use of current and new technologies to support the COV Agency in its development of a framework for the planning, development, and implementation of enabling technologies.
These recommendations will be provided in a detailed, custom *Technology Roadmap* document, which the COV Agency can adopt as the basis for planning and deployment.

Scope
The *Technology Roadmap* Service engagement will provide a qualitative analysis of our client's application and technology environments based on Unisys proven Six-Phase process:

- Project Definition/Analysis
- Discovery
- Research and Development
- Solution Definition
- Document Development
- Review/Revise

The process is designed to identify and prioritize our customer's business issues, and identify and map the appropriate technologies and architectures that will address those issues.

C. 2 Basic Seat Management Services Computer Platforms

Configurations for Desktop General Purpose User (DG), Desktop Engineering and Scientific User (DW), Portable General User (PG), Portable Engineering and Scientific User (PW), and Server (S) are included in a separate document. **(See COV_HP_Dell Pricing Document)**

C.3 Basic Seat Management Services Standard Software

- Operating System (Desktop and Portable): MS Windows 9x and 2xxx families, currently Windows 98 Second Edition and Windows 2000 Professional
- Operterating System (Server): MS Windows 2xxx family, currentlyu Windows 2000 Advanced Server 25-CAL
- Drivers: All drivers

C.4 Planning

C.4.1: Basic

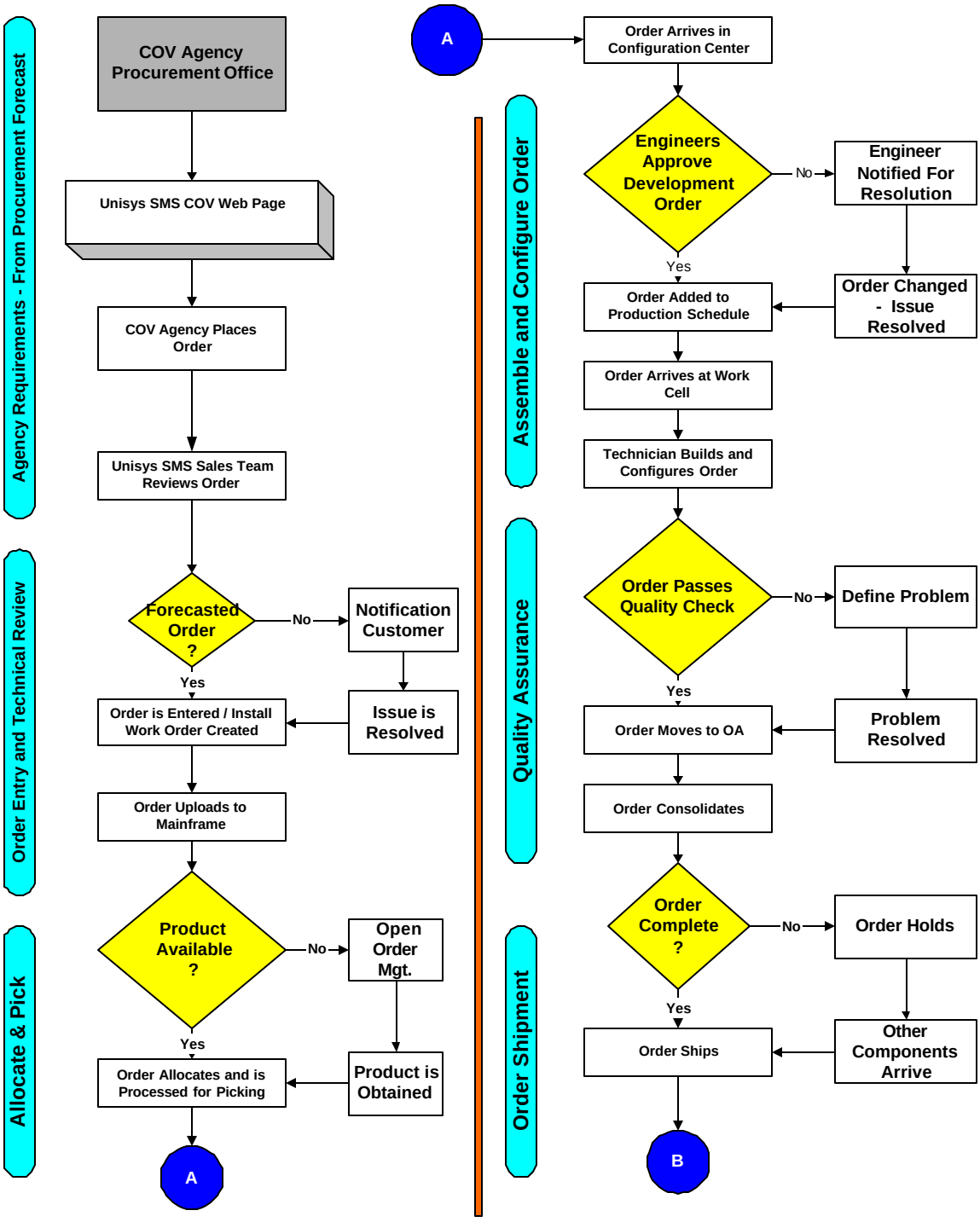
C.4.2: Enhanced
C.4.3: Value-added

C.5 Acquisition

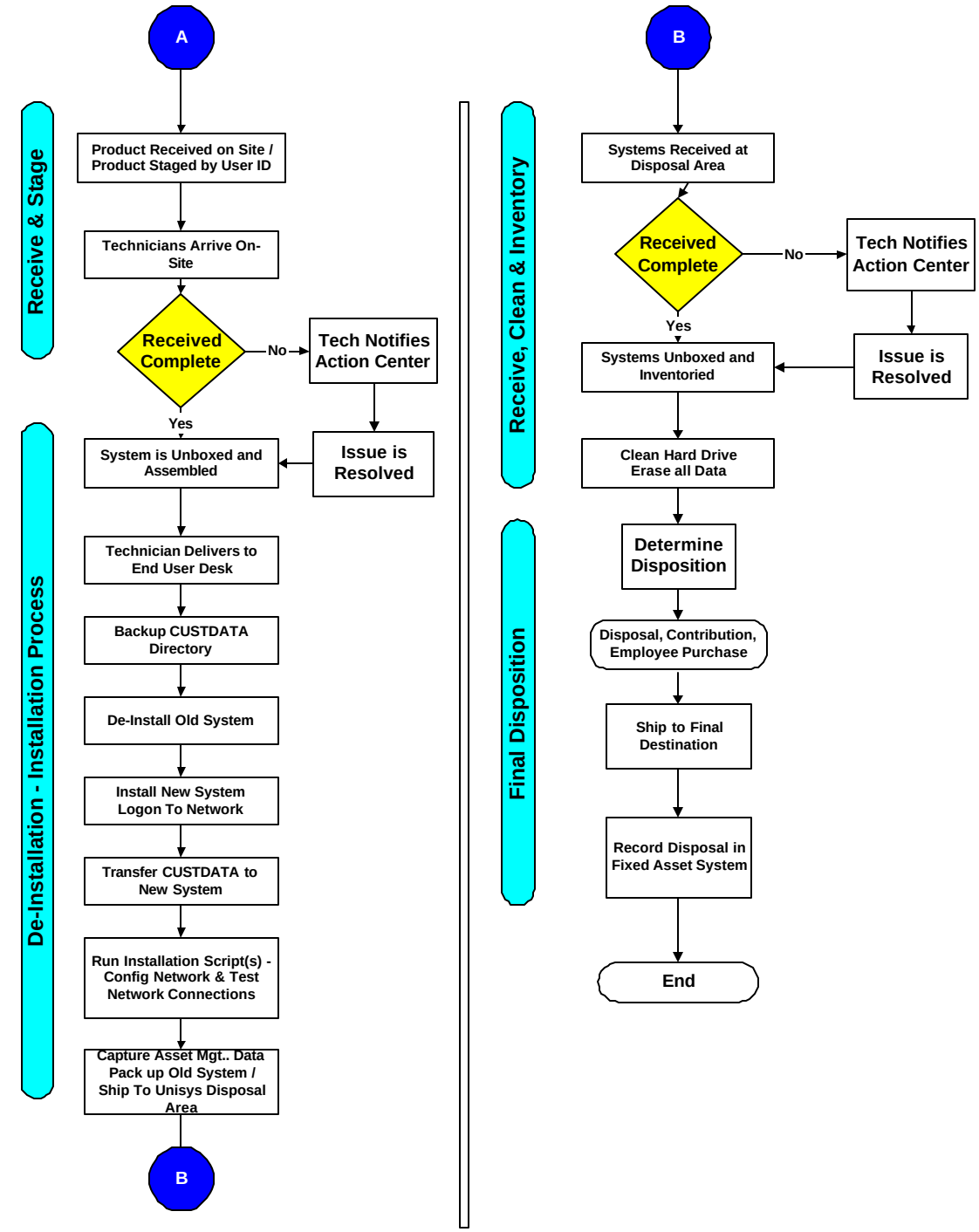
C.5.1: Basic
C.5.2: Enhanced
C.5.3: Value-added

C.6 Installation

Installation to Disposal Process



Installation to Disposal Process



C.7 Training

Training is an optional SMS offering. Our Training plan includes the following phases: planning, scheduling, and implementing. Both the COV Agency and the Unisys SMS Team will work closely together during each phase.

C.7.1: Basic

During the planning phase, the client performs a Needs Analysis Report. This report identifies existing employee skills and the expected training to further enhance these skills. The client and the Unisys SMS Team review the document and appropriate courses are selected. The Unisys SMS Team makes recommendations for course media based on the Needs Analysis Report. Possible media includes but is not limited to instructor-based classroom courses, web-based applications, and self-study CD-ROMs. The client makes the final decision on media, and the Unisys SMS Team creates a basic course outline. Next, the client presents the Unisys SMS Team with a list of requested dates for each course. The Unisys SMS Team will schedule courses on or near the desired dates. A finalized schedule will be mutually agreed upon. Clients will then attend their training courses and complete an evaluation survey at the end of their session.

C.8 Support

C.9 Management

C.9.1: At the COV Agency Level

Unisys will form a Team consisting of a Project Manager, managers, and technical consultants who will work directly with the COV Agency Team members for the term of the project. The Unisys project staff will be fully qualified to perform the project implementation plans for the COV Agency. A Unisys Project Manager will head the project. The Unisys Project Manager will have the responsibility for the successful completion of the project. The Team will include hardware and software technology analysts.

The Unisys Project Manager will:

- Conduct periodic reviews during the course of the engagement.
- The Unisys Project Manager will be responsible for creating the final detail implementation plan with the COV Agency Team members and overseeing of the successful implementation effort.
- The Project Manager will oversee the implementation, coordinate all activities, and report to the COV Agency.

- The PM will provide written progress reports in the form of Gantt charts and a narrative description of the progress of the implementation and any related issues to the COV Agency.

To facilitate the management processes, the Unisys Project Team organization is direct, with open lines of communication among all the project members. Each Team member has a direct reporting relationship to the Project Manager. Also, the PM will establish lateral communication lines with counterpart positions in the COV Agency.

The Unisys Project Manager will be the "Primary" interface to the designated COV Agency personnel and responsible for the coordination of all resources. The Unisys project manager will have total responsibility for the successful implementation of the project. Critical to the successful completion of the project are the capabilities of the Project Manager to provide a central point of contact to coordinate COV Agency, Unisys, and Unisys partner's resources. The Project Manager will be empowered to authorize changes, and will be expected to escalate any problems or issues. All roles in the project will be fully defined and clarified to ensure that the project deliverables and milestones are understood and can be efficiently monitored. Working with the COV Agency personnel, the project manager will coordinate and monitor all Unisys and COV Agency efforts related to this project.

C.9.2: Unisys SMS Program Team At the COV SMS Program Level

To maintain the quality of services on the contract, each Project Manager will report progress directly to the Unisys Program Director. The Unisys Program Director is the senior staff member on the Project Team and will provide the overall continuity to the COV Agency, from the planning phases to the total implementation. He will coordinate all activities between the Unisys Project Team and the COV Agency Team. The Project Director has the ultimate responsibility for all matters, including those of a financial, operational or organizational nature. The Project Manager will produce regular status reports.

The other team members will have the ultimate responsibility for all technology matters, including those of an integration nature. In addition, they will be responsible for identifying and acquiring the necessary specialist, technical, and other resources necessary for the project at the right time. They will facilitate and coordinate all the technical activities of the Implementation Plan. These individuals will monitor and review all technical approaches, providing continuity in the overall approach. These individuals are the technical architects and will help with the transition from the existing agencies architecture.

C.10 Disposal

C.11 Integrated Solution Services

C.12 Labor Category Descriptions

Consultant

Individuals in the Consultant function work on billable engagements to provide support, advice and guidance on the correct application of a solution or technique. Consultants design, develop and implement solutions by using standard methods, techniques and tools applicable to the area in which they are working. Their assignments range in complexity from basic analysis and problem solving to developing recommendations for complete business solutions or technical applications.

Integration/Systems Architect

Individuals in the Architect function work within and across practices and organizations to design leading-edge technology or application solutions that result in profitable revenue growth for Unisys. Architects conceptualize, architect, design, implement and support integrated solutions for client engagements. After translating proposed client solutions into appropriate architecture or application alternatives (Unisys and/or third party), Architects convert the requirements into a design which incorporates the most appropriate platform, database, networks, etc. to meet the solution requirements.

Project Manager

Individuals in the Project Management function provide team leadership and creativity in the development and implementation of services engagements. They work with the client, Principal and project team to plan, develop, organize and monitor the delivery of services. Their responsibilities cut across functional lines in order to bring together at one focal point the management activity required to accomplish the specified goals. Their ultimate measure of success is to deliver high quality solutions, within the planned delivery timelines and budget while achieving high levels of client satisfaction and profitable revenue growth.

Business Development Manager

Individuals who work in the Business Development function establish client relationships which result in the sale of Unisys solutions to new and existing clients within and across the organization or Market Sector Group (MSG). Individuals working in this function are the prime focal point in designated account(s) for the coordination of all sales activity. Their focus is to achieve high levels of profitable revenue growth and client satisfaction by coordinating the development of business strategies and account plans.

Solution Specialist

Individuals in the Solutions Specialist function use their understanding of the client's overall business situation to recommend and implement solutions that enhance the client's competitive advantage and result in profitable revenue growth for Unisys. They provide information technology and business consulting with a specific and deep industry, domain and/or program solution focus. Individuals in this function provide pre- and post-sales consulting services and scoping support in the crafting of integrated business solutions with Unisys and non-Unisys technology.

Principal

Individuals in the Principal function lead the sales, management and/or delivery of replicable services and solutions into targeted high-growth markets for new and existing clients. Principals assume a proactive and direct role for developing and cultivating service opportunities and establishing engagements to ensure profitable revenue growth for Unisys.

C.13 Labor Category Rates

Time & Material Hourly Rates	Hourly Rates
Technical	
Desktop Engineer	$76.50
System/Network Engineer	$112.25
Senior Network Engineer	$130.60
Network Engineer	$86.75
Project Management	
Project Director	$188.75
Project Manager	$147.95
Architect Director	$204.05
Task Manager	$117.35
Systems Architect	$168.35
Integration Architect	$137.75
Administrator	$71.45
Technical Personnel for Network management	**Hourly Rates**
Senior Network Analyst	$ 122.45
Network Analyst	$ 107.15
Junior Network Analyst	$ 86.75
Trainer	$ 81.65
Technical Writer/Editor	$ 81.65
Test Engineer	$ 112.25
Senior Network Technician	$ 130.60
Network Technician	$ 86.75

Time & Material Hourly Rates	Hourly Rates
Subject Matter Expert I	$ 147.95
Subject Matter Expert II	$ 173.50
Subject Matter Expert III	$ 219.40
Junior Applications Programmer	$ 86.75
Applications Programmer	$ 107.15
Senior Applications Programmer	$ 122.45
Web Developer	$ 117.35
Data Base Administrator	$ 122.45
Data Base Manager	$ 132.65

C.14 Service Levels

C.14.1: Installation Service Levels

The standard SLA for new installations is 5 business days from date of order, provided that the order is placed prior to 11:00 am.

> *For example: If a system is ordered Tuesday morning at 8:30am, it will be due on the customer's desk by the following Monday. If a holiday or catastrophic event / act of God occurs during that timeframe, that length of time is added to the end of the SLA due date.*
>
> *For example: If an order is placed Tuesday morning at 8:30 am, and a hurricane affects that Thursday and Friday, then two days will be added to the end of the SLA date, which would be the following Wednesday (as opposed to a Monday).*

One exception to the 5-day SLA is the purchase of a new server. Although "standard" servers are forecasted, a SLA is not applicable due to the complexity in procurement and configuration.

C.14.2: Support Service Levels

Maintain the Services and Assets at a Systems Availability level of 95% uptime.

C.15 Compliance Levels

C.15.1: Hardware Compliance Levels

Program Assets Failure Rate (DOA) at installation less than or equal to 3%, for all units delivered, out-of-the box.

C.15.2: Hardware Test Compliance Levels

Maintain 95% up-time or in-service-time, during any 48 hours, subsequent to acceptance.

C.15.3: Support Compliance Levels

Moves, additions and changes should be completed within 5 days of agency request.

Appendix D – Roles and Responsibilities

D.1 The Unisys SMS Team

Role	Responsibilities
Program Director	• Principle Liaison to the Customer • Customer Satisfaction • Overall Account Management and Strategic direction of the Engagement • Maintain Account P&L • Management of Day-to-day Operations
Senior Account Executive	• Manages the relationship with the distributor and divisions, in particular focusing on project and special service needs. • Point of contact for new business of special service needs. • Point of contact for escalation of any contract issues.
Program Coordinator	• Management of Program Action Items • SMS Team internal communication i.e. Weekly Activity Reports (WAR) • Program Project Management Plan • Program Risk Management Plan • Program Reports • Day-to-day Program Office Operations
Unisys Project Manager	• Establishment and Deployment of the Computing environment • Initial Resource Staffing Plan/Management • Liaison to the Customer for All Service Delivery issues • Workstation Deployment and Service Support and Related SLAs • Logistics Management/Sparing Plan of on-site Hardware • Deployment Coordination

Halifax Project Manager	• Provide weekly status reports for performance to SLAs, Installation activity, number of images processed, image configuration management status/Agency, Inventory status • Workstation Deployment and Service Support and Related SLAs • Logistics Management/Sparing Plan of on-site Hardware • Deployment Coordination
Roles	**Responsibilities**
RISI Project Manager	• Provide weekly status reports for Higher Education installation activity, number of Student workstation deployed and service support and related SLAs performance • Logistics Management/Sparing Plan of on-site Hardware • Deployment Coordination • Liaison to the Higher Education Customer for All Service Delivery issues
Client Relationship Executive	• Overall account relationship and responsibility for the success of Unisys sales effort and customer satisfaction • Oversees delivery of the full range of Company products and services to the customers
Halifax Configuration Engineer	• Verify order is built to customer specifications. • Installs image on PC per customer request. • Verify operational stability. • Maintains customer supplied image library. • Assists FSEs and Project Manager with technical issues. • Quality assurance of all products prior to leaving Halifax. • Maintains order status worksheet. Initial point of asset management program by loading Main Control and attaching asset tag.

Asset Manager	• Liaison to the Customer for all Asset Management related issues • The coordination and installation of asset management applications and related SLAs
Dispatch/Service Delivery Coordinator	• Manage/Monitor IMAC activity for all Agencies • Provide status reports for Open Maintenance Calls, Age of the Call, Date of Call Resolution, Closed Calls • SLA performance • Escalation Processes for Maintenance Calls and Agency IMACS

D.2 Department of Technology Planning – Seat Management Office

D.3 Department of Information Technology

D.4 Ordering Agencies and Other Authorized Users

Appendix E – Product Demonstrations

E.1 The Unisys SMS Team SMS Hardware Product Demonstrations

E.2 Support of DIT Trade Shows

E.3 Samples and Premiums

E.4 Visits to Agencies

Appendix F – Reporting

Unisys will provide standard service level compliance reports, on a scheduled basis, to clients through their assigned Unisys Program Manager. These reports are typically provided on a monthly basis in standard format. The Unisys reporting system provides captured data that may be re-formatted into custom reports. This is real time data collected at the time of the service event, in comprehensive detail. This information documents the number of calls placed by location, the response time and indicates whether the SLA was met. Data integrity is protected by the use of mandatory fields at the time of input. The data is made available to COV in a 13-month rolling history format. If additional detail is requested, or if more frequent reports are required, or if non-standard SLA's are in the agreement then Unisys charges an additional fee for the tailored reports. This charge is based on the complexity of the report and the frequency requested.

F.1 Inventory Report

During the install process, the Unisys installer will collect external data.
The external data to be collected per asset type if available, applicable, and/or accessible, is as follows:

End User Information:

- Name
- Employee #
- Address (City, State)
- Telephone #
- Building, Floor, Cost Center, Location ID, Department, Shared Asset (Y/N) Status (active/inactive)

Equipment Information:

- Manufacturer
- Model Name/Number
- Asset Tag
- Serial Number

Unisys will also install an inventory tracking application capable of tracking IT assets and configurations. This application will allow a periodic or on demand inventory scan. This application will be installed on the appropriate server platform connected to the COV Agency's current network. Periodic Autoscans will be scheduled at a frequency established by the COV Agency.

The information collected from the Autoscan will be entered into a master database on completion of each scan. The information collected from the internal and external methods will be entered into a master database along with other pertinent information

such as software licenses information, install date, warranty end date, and refresh-scheduled date. This information will be updated upon completion of an authorized MAC activity or service call action.

Periodic reports will be developed and distributed to members of the COV Agency as determined by the COV Agency. The management of the COV Agency will determine the frequency, format, and elements of the reports.

F.2 Meetings

A monthly review will be held with each individual COV Agency to review the previous months service level attainment statistics. During this meeting the Unisys Program Office will conduct a satisfaction survey to ensure that a high level of COV satisfaction is being achieved. If any issues arise during this meeting they will be documented and addressed.

Each COV Agency, having a Unisys desktop service-level agreement, is assigned a Unisys Service Delivery Coordinator (SDC). The SDC's sole responsibility is to manage service level agreements, utilizing a tool called "SLA Monitor." This tool enables the SDC to monitor SLAs real-time for each account specific to their area of responsibility.

Our solution provides the Commonwealth with dedicated SDC/s. A service level achievement management (SLAM) conference call with the Director of Distributed Computing Support Services is held on a weekly basis. The purpose of this call is to review service levels by customers and to recommend corrective action, if required.

F.3 Small, Women-Owned, and Minority-Owned Business Report