Commonwealth of Virginia
Virginia Information Technologies Agency

DATA PROCESSING EQUIPMENT REPAIR

Optional Use Contract

Date:	July 30, 2003
Contract #:	VA-020708-VASI
Authorized User:	State Agencies, Institutions and Public Bodies as defined in the VPPA
Contractor:	Virginia Systems, Inc. 7945 Willow Pond Ct. Manassas, VA 20111
FIN:	54-1570333
Contact Person	Cheri Arnaiz (703) 330-8268
Term:	July 8, 2003 – July 7, 2004
Payment:	Net 30 days

For Additional Information, Please Contact:

Contract Compliance Information:
Mrs. T. J. Hudson
Contracts Administrator
Phone: 804-371-5971
E-Mail: tj.hudson@vita.virginia.gov
Fax: 804-371-5969

Technical Information:
Staff
Acquisition Services Division
Phone: 804-371-5900
E-Mail:
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://www.oas.virginia.gov

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA for purchases in excess of $100,000.00 is required for State Agencies and Institutions only.

CONTRACT #**VA-020708-VASI**

EXTRACT CHANGE LOG

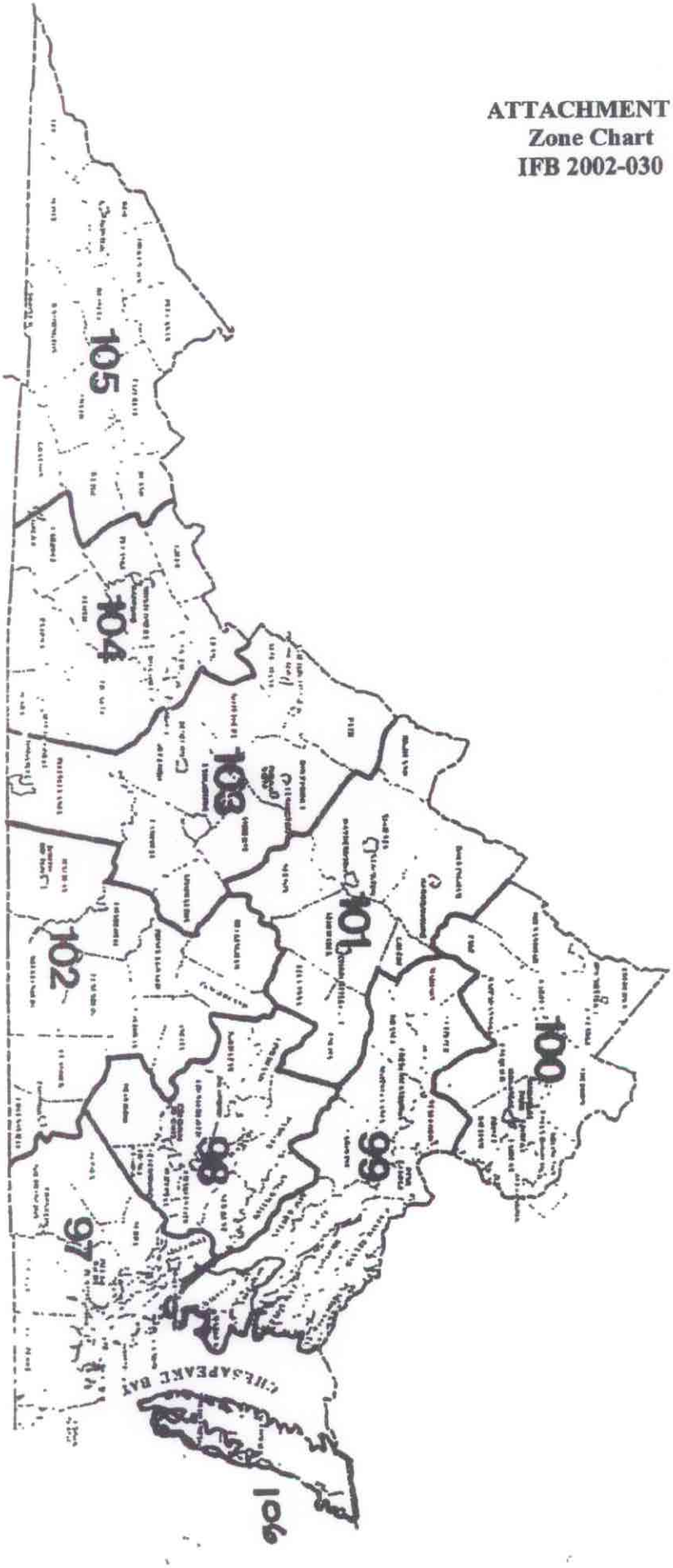
Change No.	Description of Change	Effective Date
1	To extend Contract Term	06/17/03
2	To update VITA information	07/01/03

DATA PROCESSING EQUIPMENT REPAIRS

ZONE AND RATE CHART

ZONE	VENDOR	CONTRACT #	NEXT DAY RATE	4-HR RATE
97	DISYS	VA-020708-DISY	$55.00	$66.00
98	DALY COMPUTERS	VA-020708-DALY	$39.99	$54.99
99	DALY COMPUTERS	VA-020708-DALY	$39.99	$54.99
100	DISYS	VA-020708-DISY	$40.00	$48.00
101	VIRGINIA SYSTEMS INC	VA-020708-VASI	$55.00	$65.00
102	VIRGINIA SYSTEMS INC	VA-020708-VASI	$65.00	$75.00
103	VIRGINIA SYSTEMS INC	VA-020708-VASI	$75.00	$85.00
104	EDP SYSTEMS	VA-020708-EDPS	$75.00	$125.00
105	EDP SYSTEMS	VA-020708-EDPS	$75.00	$125.00
106	EDP SYSTEMS	VA-020708-EDPS	$75.00	$125.00

ATTACHMENT D
Zone Chart
IFB 2002-030



COMMONWEALTH OF VIRGINIA Department of Information Technology

SOLICITATION, OFFER AND AWARD
DATA PROCESSING / TELECOMMICATIONS

FIN: 54-1570333

1. Contract No:	2. IFB No:	3. Date Issued:	Date Due:	4. APR	5. Approval No:
VA-020708-VASI	2002-030	Apr 25, 2002	May 16, 2002	909	D-113

For Information Call: Robert Crawford (804) 371-5990

6. ISSUING OFFICE:	7. SHIP TO:
Department of Information Technolgy Acquisition Services Division 110 S. 7th Street, Lobby Floor Richmmond, Va. 23219-9300 ATTN: Bid Section	Dept. of Information Technology Bill Mize 110 South 7th St. 2nd Floor Richmond, VA 23219-3931

SOLICITATION

8. Sealed bid(s) for furnishing the Products and Services set forth in the schedule, will be returned to the Issuing Office identified in block 6 above. Please provide an original and 0 copies. If hand carried, deliver to the ASD receptionist located on the Lobby Floor of the address listed in Block 6. Bids must be received prior to 2:00 p.m. local time May 16, 2002.

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

This is an advertised solicitation which consists of (1) the schedule of Products and Services, pages 2 thru 6; (2) the solicitation instructions pages S-1 thru S-3; (3) The Contract Terms and Conditions page C-1 thru C-21; and (4) other provisions, representations, certifications or specifications as are attached or incorporated herein by reference.

Offers will be publicly opened at: 2:10 p.m. local time May 16, 2002, in the ASD Conference Room, 110 South 7th Street, Lobby Floor.

All offers are subject to the terms and conditions set forth in the above referenced sections of this solicitation.

Paul H. Dodson, Director
Acquisition Services

Signature

OFFER

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

9. CONTRACTOR:	10: BILL TO:
Company Name: VIRGINIA SYSTEMS, INC Address: 7945 WILLOW POND CT City, State: MANASSAS, VA 20111 Signature: Desi Arnaiz Name (Typed): DESI ARNAIZ Title: PRESIDENT Phone: 703.330.8268	Dept. of Information Technology Att: Accounts Payable 110 South 7th St. 3rd Floor Richmond, VA 23219-3931

AWARD

11. Accepted as to Item Numbers:	12. Amount:	13. Award Date:
ZONES 101, 102, & 103	PER ORDER	07-08-02

14. Name of Contracting Officer:	15. COMMONWEALTH OF VIRGINIA	PAGES:
Jeff Davis Contracts Manager	By:	1 of 6

FORM 62 Rev. 12/15/2000

DIT-62A 01/15/91	SCHEDULE	IFB NO. 02-030	PAGE: 2 OF 6
NAME OF CONTRACTOR VASI	REQUIRED DELIVERY DATE: (RDD) 30 DAYS ARO		INITIALS

ITEM NO.	DESCRIPTION	QTY	UNIT	NEXT DAY	4 HOUR
	The Commonwealth desires to establish a statewide contract awarded by zone, for Commonwealth of Virginia (COV) agencies, institutions and other public bodies as defined in Section 2.2-4301 of the Virginia Public Procurement Act (VPPA) hereafter referred to as "Authorized Users", for Next Day and 4 hour response on-site time and materials and repair of data processing equipment categories listed in Attachment A. The resulting contract will be optional use for "Authorized Users".				
1	Zone 97	1	hr.	85	95
2	Zone 98	1	hr.	45	50
3	Zone 99	1	hr.	45	50
4	Zone 100	1	hr.	45	50
5	Zone 101	1	hr.	55	65
6	Zone 102	1	hr.	65	75
7	Zone 103	1	hr.	75	85
8	Zone 104	1	hr.	85	100
9	Zone 105	1	hr.	100	125
10	Zone 106	1	hr.	100	125
	Industrial Funding Adjustment (IFA) must be included in all prices as delineated above. See page C-18 item 54 of the Contractual Terms and Conditions				
	Vendor's email Address: VASI@VASI.com				

1. The Commonwealth desires to establish a statewide contract awarded by zone, for Commonwealth of Virginia (COV) agencies, institutions and other public bodies as defined in Section 2.2-4301 of the Virginia Public Procurement Act (VPPA) hereafter referred to as "Authorized Users", for next day and 4 hour on-site time and materials and repair of data processing equipment for categories listed in Attachment A. The resulting contract will be optional use for "Authorized Users". The contract shall be for one year with three one-year renewal options. Attachment D is the Zone Chart and Attachment E list the counties and cities by zone.

2. The Contractor(s) shall provide on-site time and materials repairs of data processing equipment in accordance with the attached provisions:

   a) The Contractor shall furnish all labor, equipment, tools, parts, materials and transportation necessary to repair the data processing equipment at each agency's site in accordance with the manufacturers'service manual.

   b) The Contactor shall furnish, on an 'on-call' basis, qualified service peronnel at the requesting agency's site, before end of business the next day following the call for service is received. This service shall be available during business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding State holidays. (See Attachment B for the list of State Holidays). The Contractor must provide a toll-free hot line/dispatching service available for calls from "Authorized Users" during business hours, as stated above. If awarded a contract, Contractor must provide a contact name and a toll-free telephone number for "Authorized Users" to place calls within two (2) days of contract award.

   c) Labor hours paid under this contract shall be only for productive hours at the job site. Time spent for transportation of workers or the acquisition, handling and delivery of materials is not a direct charge but must be considered an overhead charge and included in the hourly rates bid for labor.

   d) If a service call is requested for the specific purpose of inspecting equipment and making a cost estimate to repair equipment, the time required visiting and inspecting (excluding travel) is chargable.

   e) Service shall be on a per-call basis as needed and will be charged at an hourly rate with increments of quarter hours (fifteen (15) minutes) after the first hour.

   f) Per-call shall mean a service visit to the office requesting repairs. If the service technician repairs more than one piece of equipment per service call at the same location, the contractor is not entitled to one hour minimum labor charge for each machine repaired but entitled to bill for a total time for repair of all machines during the visit. Per-call does not mean a telephone call to the contractor for service.

g) The contractor shall have a service call receipt signed by the person having custody of the equipment upon completion of each service call. If a custodian is not available to sign then the Repair Coordinator will be contacted for a signature during the visit.

h) If the service technician has to return to the repair site due to lack of parts, the vendor will not be entitled to the minimum hourly charge for the subsequent visit. The subsequent visit will be billed based on the time spent on repair, at the quarterly hourly rate, plus the cost of repair part.

i) The length of time allowed for service charge will be measured from the time the service technician reports to the Repair Coordinator (or the custodian of the first machine to be repaired, as directed by the Repair Coordinator) until completion of the last equipment repair during the service call. The Contractor will not be allowed to charge for time spent during lunch or break periods.

j) All repairs will be made on-site whenever possible. In the event major repairs require removal of machines to the Contractor's place of business, and it is estimated that repair cost will exceed $500.00, the Contractor must provide a written estimate of the cost of repairs and and time required for the repair to the Repair Coordinator and receive written authorization to proceed with repair. Repairs made without written authorization will not be processed for payment. In the event repairs exceed seven (7) calendar days, and at the agency's request, the Contractor must provide a similar and compatible piece of equipment until the repaired equipment is returned.

k) Prior authorization by the Repair Coordinator must be obtained by the service technician if any piece of equipment will require longer than two (2) hours of repair time. Immediately upon discovery of a condition, by the service technician, indicating a piece of equipment may require longer than two (2) hours for repair the service technician must contact the Repair Coordinator and for repair authorization. Invoices for repairs exceeding two (2) hours on a single piece of equipment, without prior authorization, may not be processed for payment.

l) All replacement parts for a specific device must be that of the original manufacturer, new or reconditioned like new, or a fully compatible unit from another manufacturer. A fully compatible repair part is defined as any component that meets or exceeds the original manufacturer's specifications for that item. Parts repaired and certified by the Contractor may be utilized, however, only a fair market value may be charged for the part. How the fair market value was determined may be required by an agency or institution. All parts must be warranted against defect for a period of 90 days from the date of repair. Any repeated service required within this 90 day period because of a defective replacement part shall be performed at no charge to the agency or institution.

m) Cost of repair parts will be the actual price paid by the Contractor to the manufacturer or distributor for the repair part. Each invoice submitted to the state for payment shall contain a copy of the Contractor's paid invoice for parts. This paid invoice will contain the subcontractor's, manufacturer's or distributor's name, address, date of invoice, and the line item amount paid by the Contractor for the part.

n) If the cost of repair part is expected to exceed $200.00, the Repair Coordinator must authorize this expenditure prior to the repair.

o) Payment for repair shall me made monthly in arrears. The Contractor shall provide an invoice to each agency or institution that reflects the total cost for each item repaired during the preceding month. Invoices shall contain the assigned contract number, the type, the model and serial number of each item invoiced. The invoice for repaired items will be the sum of the hourly cost and the cost of repair parts.

p) The Contractor shall certify that technicians repairing this equipment have the necessary training and experience to perform the services identified in this solicitation.

q) The vendor must have a minimum of five (5) technicians who are trained in each zone bid and certified to perform repairs on the equipment shown on Attachment A. This certification will be placed on Attachment B of this solicitation.

r) The Contractor is required to make repairs during business hours, 8:00 a.m. to 5:00 p.m., Monday through Friday excluding State holidays. However, if requested and approved in writing by the "Authorized User" and agreed upon by the Contractor, repairs may be made during hours other than the business hours, stated above, at a rate not to exceed 1.5 times the hourly rate.

3. 4 hour response time must adhere to the same provisions listed in Item 2 except that a qualified service technician must be at the requesting agency's or institution's site within four (4) business hours following the call for service received. Any service call received after 2:00 p.m. then the service technician must be on-site by 8:00 a.m. the next business day.

4. It is the vendor's responsibility to inquire about and clarify any requirement of this IFB not clearly understood by the vendor. All verbal questions are discouraged. The Commonwealth will not be bound by verbal responses to questions. All inquiries concerning this IFB should be in writing to Robert Crawford at the address indicated in block 6 'Issuing Office'. All written inquires must be received by the Issuing Office on or before 2:00 p.m. May 6, 2002. Facsimiles are acceptable at (804)371-5969 or email to rcrawford@dit.state.va.us.

5. All bidders must be registered with DIT prior to award. The bidders federal identification number (FIN) should be placed in the appropriate box on page 1 of this bid solicitation. In the event the bidder does not supply the appropriate identification number, DIT may not be able to verify registration and the vendor's bid may be ruled non-responsive.

6. The Commonwealth reserves the right to request any bidder to submit information that may be necessary to clarify the bid and to submit any additional information which the Commonwealth deems necessary in order to evaluate the bidder's offer.

7. Contractual Terms and Conditions are attached to this solicitation document, DIT will not sign or execute any additional contract, license or other agreements containing contractual terms and conditions as a result of this procurement. Any document signed by persons other than the Contracts Manager, DIT shall have no validity and the attached Terms and Conditions shall supersede all such agreements. Vendors should read and understand all of the terms and conditions prior to submission of a bid.

8. Acqusition Services Division (ASD) maintains an internet web site at http://asd.state.va.us. Vendors are requested to check this site prior to submitting bids, in the event the bid is amended or extended.

9. The results of this bid will not be given out by telephone. Vendors who wish to receive a copy of the bid results must include a self-addressed, stamped envelop along with their bid. Bid results will be posted to the ASD website.

10. Submissions of "no bids" is neither required or desired.

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

12. Awards will be made by zone to a single vendor with the lowest evaluated cost using the following formula:

    (next day hr. rate * 75) + (4 hour hr. rate * 25) = lowest evaluated cost

13. The bidder must complete Attachment F Authorized Warranty Service listing by category, manufacturer and equipment, equipment your firm is authorized to perform manufacturer's warranty service.

14. The bidder must complete Attachment G Certified, Trained or Experienced listing by category, manufacturer and equipment, equipment your firm is Certified, trained or has experience in servicing.

ATTACHMENT A
IFB 2002-030

Categories

Personal Computers and Monitors

Brand names such as[1]: Acer, Apple, Compaq, Dell, Gateway, Hewlett Packard, IBM, Sony, Toshiba, WIN

Network Equipment (Routers, Switches, Hubs)

Brand names such as[1]: Cisco, Black Box, 3Com, Motorola, SMC, Enterasys/Cabletron, D-link

Terminals

Brand names such as[1]: Dorio, Memorex/Telex, IBM, Sperry/Unisys, Wyse, Hewlett Packard

Scanners

Brand names such as[1]: Hewlett Packard, Visioneer, Panasonic

Modems

Brand names such as[1]: US Robotics, Motorola, ACRX, Hayes, AT & T, Accura, Zoom, CXR

Printers

Brand names such as[1]: Apple, Brother, Cannon, Epson, Futitsu, Genicom, Hewlett Packard, IBM, Kyocera, Lexmark, NEC, Okidata, Panasonic, Sperry/Unisys, Tektronics, Xerox

Servers

Brand names such as[1]: Hewlett Packard, Dell, Compaq, IBM Risc 6000, Sun, SGI

[1]This is not meant to be a complete list of manufacturers. Agencies or Institution may request repair on other brand names.

ATTACHMENT B
List of State Holidays
IFB 2002-030

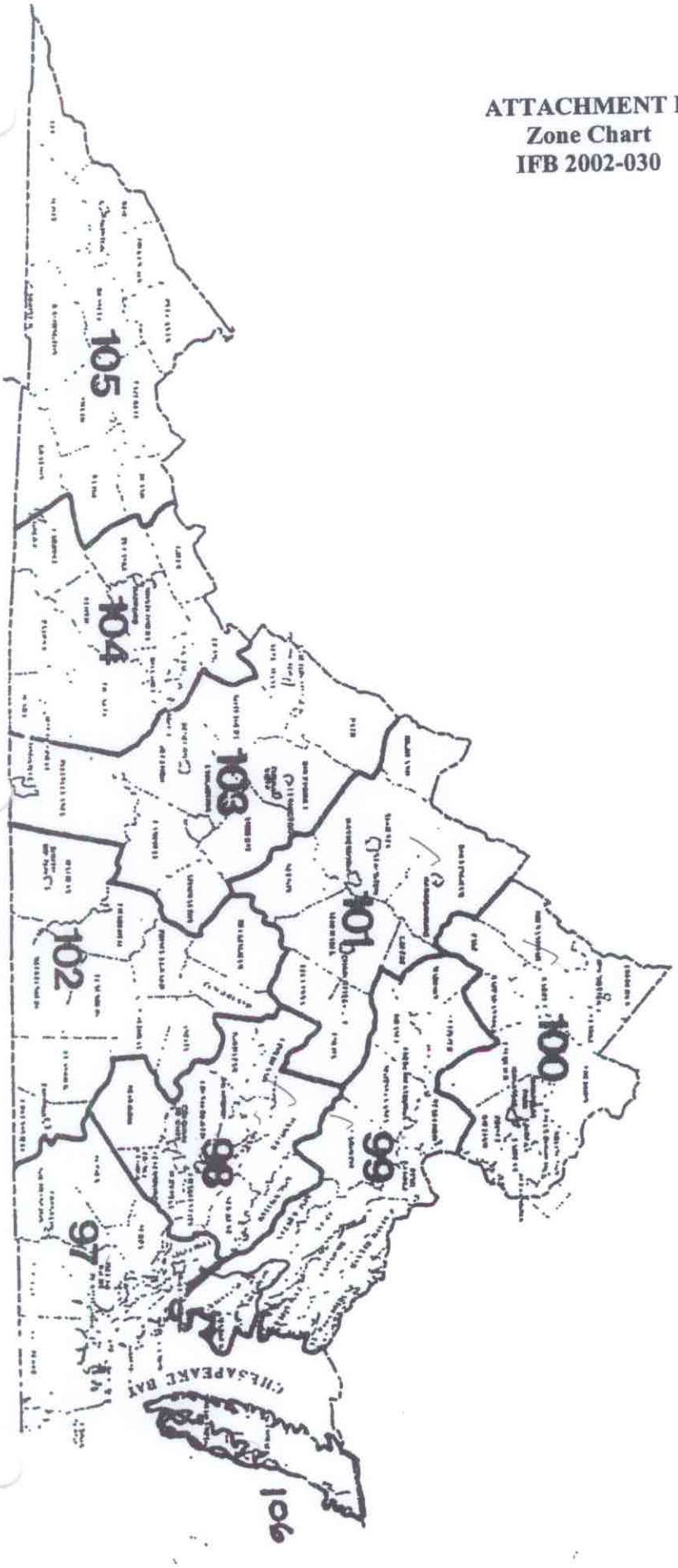
January 1	**New Year's Day**
January 18	**Lee-Jackson Day**
January 21	**Martin Luther King Day**
February 18	**George Washington's Birthday**
May 27	**Memorial Day**
July 4	**Independence Day**
September 2	**Labor Day**
October 14	**Columbus Day**
November 11	**Veterans' Day**
November 28-29	**Thanksgiving and day after**
December 25	**Christmas Day**

ATTACHMENT C
IFB 2002-030

Bidder shall provide evidence of five (5) **A Plus or equivalently certified technicians** that will perform repairs in accordance with stated scope of work, throughout the stated service zones of the Commonwealth. For each technician submitted A Plus or equivalent certification must be attached to Attachment C. If awarded a zone the successful bidder must supply technicians of equal or superior qualifications at the quoted rates for each zone.

Failure to submit specified information will result in vendor's solicitation being declared non-responsive.

ATTACHMENT D
Zone Chart
IFB 2002-030



ATTACHMENT E
Cities and Counties Zones
IFB 2002-030

COUNTIES/ZONES:

Accomack 106
Albemarle.....101
Alleghany.....103
Amelia.....102
Amherst.....103
Appomatox.....103
Arlington.....100
Augusta 101
Bath 103
Bedford 103
Bland 105
Botetourt 103
Brunswick 102
Buchanan.....105
Buckingham 102
Campbell.....103
Caroline..... 99
Carroll 104
Charles City 98
Charlotte.....102
Chesapeake 97
Chesterfield 98
Clarke 100
Craig 104
Culpeper..... 99
Cumberland.....102
Dickenson 105
Dinwiddie..... 98
Essex 99
Fairfax 100
Fauquier 100
Floyd 104
Fluvanna.....101
Franklin.....104
Frederick 100
Giles 104
Gloucester 99
Goochland 98
Grayson 105
Greene 101
Greensville 102
Halifax.....102
Hanover..... 98
Henrico..... 98
Henry 104
Highland.....101
Isle of Wight..... 97
James City..... 97
King and Queen... 99
King George 99
King William 98
Lancaster 99
Lee 105
Loudon 100
Louisa 101
Lunenburg 102
Madison..... 99
Mathews..... 99
Mecklenburg 102
Middlesex..... 99
Montgomery.....104
Nelson 101
New Kent..... 98
Northumberland ... 99
Nottoway 102
Northhampton.....106
Orange 99
Page 100
Patrick.....104
Pittsylvania 103
Powhatan 98
Prince Edward 102
Prince George..... 98
Prince William 100
Pulaski 104
Rappahannock 100
Richmond 99
Roanoke.....104
Rockbridge 103
Rockingham.....101
Russell 105
Scott.....105
Shenandoah 100
Smyth.....105
Southhampton..... 97
Spotsylvania 99
Stafford..... 99
Surry 97
Sussex..... 97
Tazewell 105
Warren 100
Washington.....105
Westmoreland..... 99
Wise.....105
Wythe 105
York..... 97

CITIES/ZONES:

Alexandria.....100
Bristol 105
Charlottesville.....101
Chesapeake 97
Danville.....103
Fairfax.....100
Fredericksburg 99
Hampton..... 97
Harrisonburg 101
Lexington 103
Lynchburg 103
Newport News 97
Norfolk..... 97
Portsmouth..... 97
Richmond 98
Roanoke.....104
Staunton.....101
Suffolk 97
Virginia Beach 97
Williamsburg..... 97

Attachment F
Authorized Warranty Service
IFB 2002-030

Category	Manufacturer	Equipment
PCs/Servers	Acer	All Models
	Compaq	All Models
	Dell	All Models [no labor]
	Gateway	All Models
	HP	All Models [except 9000]
	IBM	All Models
Printers	HP	All Models
	Lexmark	All Models
Scanners	HP	All Models
Hard Drives	Seagate	All Models
	Western Digital	All Models
Monitors	Viewsonic	All Models

Attachment G
Certified, Trained or Experienced
IFB 2002-030

Category	Manufacturer	Equipment

Attachment G VASI"s Primary Vendor/Distributor List, Training and Certifications

Vendors/Distributors	Products/Experience	Trained	Certified
3Com [USR]	ALL	Yes	Yes
ACER	ALL	Yes	Yes
Action Tec	ALL	Yes	
American Power Conversion	ALL	Yes	Yes
Apple	ALL	Yes	
AST	ALL	Yes	Yes
ASUS	ALL	Yes	Yes
Attachmate	ALL	Yes	Yes
ATI Technologies	ALL	Yes	Yes
Black Box	ALL	Yes	
Brother	ALL	Yes	
Cannon	Printers	Yes	
Cisco	ALL	Yes	Yes
Creative Laboratories	ALL	Yes	
COMPAQ	ALL	Yes	Yes
COREL	ALL	Yes	Yes
CTX	Monitors/Laptops	Yes	
D-Link	ALL	Yes	
Dell	ALL	Yes	

Diamond Multimedia	ALL	Yes	
DPT	ALL	Yes	
Enlight	ALL	Yes	
Epson	Printers	Yes	Yes
Exabyte	Tape Drives	Yes	
Gateway	ALL	Yes	Yes
Great Plains Software	ALL	Yes	
Hayes	Modems	Yes	
Hitachi	Monitors/Laptops	Yes	
HP	ALL [except 9000 series]	Yes	Yes
IBM	ALL	Yes	Yes
Intel	ALL	Yes	Yes
Inwin	ALL	Yes	
Iomega	ZIP Drives	Yes	
Jetta	Laptops	Yes	Yes
Key Tronic	ALL	Yes	
Kingston	ALL	Yes	
Labtec	ALL	Yes	
Lexmark	Printers	Yes	Yes
Maxtech	ALL	Yes	

Maxtor	Hard Drives	Yes	
Microsoft	ALL	Yes	Yes
Mitsumi	CD and FDD	Yes	
Motorola	Modems/CPU	Yes	Yes
MultiTech	Modems	Yes	
Novell	ALL	Yes	Yes
NetMange	ALL	Yes	Yes
Okidata	Printers	Yes	Yes
Olicom	ALL	Yes	
Optiquest	Monitors	Yes	
Panasonic	Printers	Yes	Yes
Peachtree	ALL	Yes	
PROMAS	ALL	Yes	
RealEasy	ALL	Yes	
Seagate	Hard Drives	Yes	Yes
SBT	ALL	Yes	
SMC	Network	Yes	
Sony	PC/Laptop/Monitors/ Digital Camera	Yes	
Sperry Unisys	PC/Terminals/Printers	Yes	
Symantec	ALL	Yes	Yes

Telecom/Fax	ALL	Yes	Yes
Techtronix	Printers	Yes	Yes
Toshiba	Laptops	Yes	
Viewsonic	Monitors	Yes	
Western Digital	Hard Drives	Yes	Yes
Xerox	Printers	Yes	
Zoom	Modems	Yes	Yes

SOLICITATION INSTRUCTIONS
REV 11 01 01

1. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding this solicitation-invitation for bid must be requested in writing and with sufficient time allowed for a reply to reach the vendor before the submission of their bids. PRIOR TO SUBMISSION OF A BID, VENDORS ARE REQUIRED TO READ THESE INSTRUCTIONS, REVIEW THE SCHEDULE, READ ALL TERMS AND CONDITIONS AND CHECK THE ACQUISITION SERVICE DIVISION'S (ASD'S) WEB PAGE AT (HTTP://ASD.STATE.VA.US) FOR ANY AMENDMENTS OR CHANGES. THIS SOLICITATION IS SUBJECT TO THE PROVISIONS OF THE COMMONWEALTH OF VIRGINIA VENDOR'S MANUAL, WHICH WAS REVISED IN DECEMBER 1998 AND ANY REVISIONS THERETO, WHICH ARE HEREBY INCORPORATED INTO THIS CONTRACT IN THEIR ENTIRETY. A copy of the manual is available for review at the purchasing office, and can be obtained by calling the Division of Purchases and Supply (804) 786-3842, or by accessing the Department of General Services (DGS), Division of Purchases and Supply (DPS) Internet Home Page (www.dgs.state.va.us/dps). Any interpretation required by the State will be in the form of an amendment to the solicitation; SEE PARAGRAPH 11 BELOW. Oral explanations or instructions given before the award of the contract will not be binding. In any conflict arising between this solicitation and the Vendors' Manual, this solicitation shall prevail.

2. PREPARATION OF SOLICITATION

A. Bids shall be submitted on the forms furnished, and must bear an original signature by an individual authorized to bind the company submitting the bid. If erasures or other changes appear on the form, each erasure or change must be initialed by the person signing the bid. Telegraphic or facsimile bids will not be considered. Vendors may not submit multiple bids in a single envelope.

B. Vendors are required to enter their Federal Identification Number [FIN] in the upper right hand corner on Page 1, DIT Form 62. This number must correspond with the FIN number shown on Page 1 of the DIT Vendor Application For Registration Form submitted by a principal or officer of the firm submitting the bid. Failure to enter a number in the space provided or to provide a correct FIN number may delay award or result in DIT determining that the vendor is not registered to conduct business with DIT. It is the vendor's responsibility to provide the correct FIN number and to keep DIT updated as to any changes in vendor's status

C. The bid form may provide for submission of a price or prices for one or more items. All prices shall be entered in the schedule: DIT Form 62A or 62B. Where the bid form explicitly requires that the vendor bid on all items (e.g., an all or none requirement), failure to do so will disqualify the bid. When submission of a price on all items is not required, vendor should insert the words "no bid" in the space provided for any item on which no price is submitted.

D. Additional bids may be submitted, when in the vendor's judgment they can provide more than one solution which meets the required specifications of the procurement. Additional bids shall be submitted on either a duplicate copy of the bid document or on plain paper and shall be clearly identified with the words "ADDITIONAL BID" written or printed on the face of each additional bid. Additional bids shall not be considered unless detailed specifications or descriptions sufficient to establish quality, utility and merit accompany the bid.

VENDORS SUBMITTING ADDITIONAL BIDS ARE REMINDED THAT THE TERMS AND CONDITIONS WHICH APPLY TO THE ORIGINAL BID SHALL ALSO APPLY TO THE ADDITIONAL BID AND ANY MODIFICATION TO TERMS AND CONDITIONS OF A SOLICITATION OR THE ADDITION OF RESTRICTIVE PROVISIONS BY A BIDDER SHALL BE CAUSE FOR REJECTION OF THE BID.

E. Modification of bids already submitted will be considered if received at the office designated in the invitation for bids before the time set for opening of bids.

3. SUBMISSION OF BIDS

TO BE CONSIDERED, THE BID MUST BE RECEIVED AT THE ADDRESS GIVEN IN BLOCK #6 OF THE SOLICITATION ON OR BEFORE THE DATE AND HOUR DESIGNATED. Vendors must pay particular attention to ensure that the bid is properly addressed. The State is not responsible if the bid is not properly addressed. The State is not responsible if the bid does not reach the destination specified by the date and time identified in block #8 page 1 of the Bid. Sealed bids received after the date and hour identified in block #8 are automatically disqualified, and will not be considered. All bids must be sealed, marked and addressed, to the address shown in block #6 of the Solicitation, and marked on the outside of the vendor's envelope as in the example below. Failure to do so may result in a premature opening of, or a failure to open, the bid

From: Name of Vendor
Street or Box Number
City, State, Zip Code
Due Date Time
IFB No

4. SPECIFICATIONS AND USE OF BRAND NAMES

Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bids to the specific brand, make or manufacturer named. Any item which the State at its sole discretion determines to be the equal of that specified as defined in the Schedule, will be accepted. The award will be made to the lowest responsive and responsible bidder or offeror offering the functional equivalent to the brand name described in the specification. Thus, equivalent products of other manufacturers will be considered only if proof of equivalency is contained in or accompanies the bid

5. LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWALS OF BIDS

A. Any bids received at the office designated in block #6 of the Solicitation after the exact time specified for receipt will not be considered for award. (See Paragraph 4.10 of the Vendor's Manual for further discussion.)

B. A bid may be amended and or withdrawn by a vendor if the office issuing the bid receives the request in writing before the date and hour set forth in the bid form. The request must be signed by a person authorized to represent the person or firm that submitted the bid. Submission of a subsequent bid shall normally constitute the withdrawal of any prior bid submitted by the same bidder or offeror on the same IFB.

6. PUBLIC OPENING OF BIDS

Bids will be publicly opened at the time and date specified on page 1 of the Solicitation document. The content of these solicitations will be made public in accordance with Paragraphs 1.9 and 2.4 of the Vendor's Manual. Bids will not normally be evaluated at the bid opening meeting. All bids will be opened at the location shown on page 1 of the solicitation.

7. SOLICITATION TERMS AND CONDITIONS

The terms and conditions contained in this solicitation are considered mandatory and are the only terms and conditions governing transactions under any contract awarded as a result of this solicitation.

If the vendor includes additional terms and conditions on pre-printed marketing sheets, pre-printed catalogues, or other pre-printed materials, then it is understood that those terms and conditions are of no consequence to any resulting contract.

Any other modification, addition, clarification, or change to the mandatory terms and conditions by the vendor shall cause the bid to be rejected.

8. AWARD OF CONTRACT

Bids shall be evaluated and the responsive and responsible bidder offering the lowest price will be awarded the Contract. The State reserves the right to reject any and all bids in whole or in part and to waive any informality in the bids.

9. AWARD NOTICES

Upon the completion of evaluation, the State will either post a NOTICE OF AWARD (NOA) or a NOTICE OF INTENT TO AWARD (NOITA). If a NOITA is used, the notice will be publicly posted ten days prior to the actual award date of the contract. All award notices will be posted on ASD's Web Page (HTTP://ASD.STATE.VA.US) and posted in ASD's lobby in written format.

A NOTICE OF INTENT TO AWARD OR A NOTICE OF AWARD will be mailed to any bidder submitting a self-addressed, stamped envelope with their bid.

NOTICES OF INTENT TO AWARD OR NOTICES OF AWARD will be posted in accordance with paragraph 6.3 of the Vendor's Manual.

TELEPHONIC REQUESTS FOR BID RESULTS WILL NOT BE HONORED.

10. FAILURE TO DELIVER

Failure to comply with the terms and conditions of the IFB or to deliver equipment, software or services identified in the solicitation at the price quoted may result in cancellation or rescission of the award contract by the Commonwealth and may subject the Contractor to removal from DIT's Vendor Registration file and ruled ineligible to participate in DIT's (and other agencies' and institutions' information technology) procurements for a period of 12 months.

11. AMENDMENT OF SOLICITATION

Any amendment or change to this solicitation will be issued in writing and will identify the changes to be made in the bid. All amendments will be posted to the ASD's Web page at (HTTP://ASD.STATE.VA.US) and posted in ASD's lobby in written format.

If the bid opening date is extended the new date and time will be clearly shown on the face of the amendment

Bidders will be required to sign and return a copy of the amendment with their bid to indicate that they have received the document and are aware of the changes made

12. ANTI-COLLUSION CERTIFICATION

By Bidder's signature on the face of this bid, Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment, software, or services, and is in all respects fair and without collusion or fraud. Vendor understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that he or she is authorized to sign this bid for the bidder' firm.

13. DEMONSTRATIONS

The State reserves the right to require the Bidder to demonstrate to the satisfaction of the State, that the products offered will perform in a completely acceptable manner and to meet or exceed the specifications referenced in the solicitation. The demonstration site and time is subject to agreement between the State and Bidder. A Bidder refusing to demonstrate his products bid after determination that he is the apparent low responsive and responsible bidder may be removed from DIT's vendor registration file and ruled ineligible to participate in DIT's (and other agencies and institutions information technology) procurements for a period of 12 months.

14. PROTESTS OF AWARDS

All protests of awards shall be conducted in accordance with Chapter 9 of the Vendors Manual.

15. VENDOR REGISTRATION

AN AWARD WILL NOT BE MADE TO ANY BIDDER NOT REGISTERED WITH THE DEPARTMENT OF INFORMATION TECHNOLOGY (DIT). A completed registration form must be on file or received by DIT (Acquisition Services Division) not later than the award date. Call (804) 371-5900 to request a registration form.

16. CONTRACT

Any contract which is awarded as a result of this solicitation, offer and award shall be between DIT and the Contractor. No other agency, institution or public body may negotiate in any way with the vendor concerning the items identified in the schedule or any terms and conditions of the contract. All problems associated with the resulting contract shall be brought to the attention of the Contracts Manger, DIT.

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

17. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of *Code of Virginia*, Section 2.2-4342, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. **The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid document, line item prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection of the bid.**

CONTRACTUAL TERMS AND CONDITIONS
INVITATION FOR BID (IFB) #2002-030

1. SCOPE OF CONTRACT

The following paragraphs contain the Contractual terms and conditions by which the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State", or "DIT" (Department of Information Technology) will establish a Master Agreement (the Agreement) for use by State Agencies, Institutions and other Public Bodies, as defined in §2.2-4301, Definitions of the Virginia Public Procurement Act (VPPA), as amended, and hereinafter referred to as "Authorized Users". These Authorized Users will obtain from this Contract, Time and Materials maintenance Services (Services) for the repair of data processing equipment from the Contractor identified in block #9, page 1 of the Solicitation, hereinafter referred to as "the Contractor."

2. VENDORS MANUAL

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

3. APPLICABLE LAWS AND COURTS

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

4. ANTI-DISCRIMINATION

By submitting their bids, bidders 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 §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

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

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

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

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

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

b. The Contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

5. ETHICS IN PUBLIC CONTRACTING

By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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.

6. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their bids, bidders 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.

7. DEBARMENT STATUS

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

8. ANTITRUST

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

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

Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the Contract shall be effective unless reduced to writing and signed by the parties.

10. CLARIFICATION OF TERMS

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

11. PAYMENT

a. To Prime Contractor:

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

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

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

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

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

b. To Subcontractors:

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

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

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

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

12. PRECEDENCE OF TERMS

Paragraphs 1-12 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

13. QUALIFICATIONS OF BIDDERS

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

14. TESTING AND INSPECTION

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

15. ASSIGNMENT OF CONTRACT

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

16. MODIFICATIONS

This contract maybe modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives noted below No modifications to this contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. For purposes of the contract, the only authorized representative for the Commonwealth shall be the individual identified in block #14 of this solicitation or his duly designated alternate, and for the Contractor the person identified in block #9 of the solicitation.

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

17. DEFAULT

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

18. TAXES

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

19. USE OF BRAND NAMES

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

20. TRANSPORTATION AND PACKAGING

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

21. INSURANCE

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

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

b. Employers Liability - $100,000.

c. 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.

d. Automobile Liability - $500,000 - Combined single limit. (Only used if motor vehicle is to be used in the Contract.)

22. ANNOUNCEMENT OF AWARD

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

23. DRUG-FREE WORKPLACE

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

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

24. NONDISCRIMINATION OF CONTRACTORS

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

25. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION

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

All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

Vendors are strongly encouraged to register prior to submitting a bid or offer. Failure to register will result in the bid being found non-responsive and rejected. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

a. eVA Basic Vendor Registration Service: $25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.
B-6a
b. eVA Premium Vendor Registration Service: $200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

c. Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

26. eVA BUSINESS-TO-GOVERNMENT CONTRACTS

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

Failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default.

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

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

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

27. 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 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.

28. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any commitment made by the Contractor within the scope of this Contract shall be binding upon Contractor. For the purposes of this Contract, a commitment by the Contractor includes:

a. Prices and options committed to remain in force over a specified period(s) of time;

b. Any written warranty or representation made by the Contractor in this solicitation as to hardware or software performance, or other physical design or functional characteristics of that which is offered.

29. SERVICE COMMENCEMENT DATES

a. The Contractor shall have the Services ready for use, by the installation date (day, month, year) identified as the required delivery date (RDD) in the Schedule, which is thirty (30) days after award.

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

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

d. Neither the Contractor nor the State shall be responsible for delays resulting from acts beyond the control of each party. These include, but are not limited to, acts of God, riots, acts of war, fire, earthquakes, epidemics, or disasters.

30. RISK OF LOSS OR DAMAGE

The Contractor shall have the risk of loss or damage to all equipment during any event wherein the Equipment is removed from the Authorized Users premises.

31. PATENT/COPYRIGHT PROTECTION

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

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.2-510 and Section 2.2-514 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option and expense, participate in the defense of the suit.

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

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

If the use of such equipment or software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the software, the Contractor agrees to take back the infringing equipment, software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one half (1/2%)

percent of the total paid for each month of use by the Commonwealth. This obligation is in addition to the obligations cited in the first four subparagraphs above.

32. NON-APPROPRIATION

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

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

33. HEADINGS NOT CONTROLLING

Headings used in this Contract are for reference purposes only and shall not be considered to be a substantive part of this Contract.

34. ENTIRE AGREEMENT

This Contract, the solicitation, bid response, solicitation instructions and all equipment, Services and software specifically listed in the Schedule, and the notes in the Schedule constitute the entire agreement between the parties with respect to the subject matter of this Contract. All prior agreements, representations, statements, negotiations and undertakings are hereby superseded with respect to equipment and/or software acquired by the State under the terms and conditions of this Contract.

No other written documents regardless of form or content shall be executed by any agency or institution for equipment acquired under this Contract unless signed by the Contracts Manager, DIT, or his alternate as designated by the Director, DIT.

35. PRICE PROTECTION/ADJUSTMENTS

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

Any price decrease effectuated during the Contract period by reason of market change shall be passed on to the Commonwealth of Virginia. This decrease will be effective on the date the price decrease is announced to the general public.

36. TERM

The Term of this Contract shall be for one (1) year from the date of award. The Commonwealth at its sole discretion, reserves the right to extend the Contract for 3 additional one year periods. The initial one year Term and the first renewal period shall be at the prices quoted in the Schedule. The Contractor may request a price increase for any annual period thereafter. All price increases shall be granted as stated in these general terms and conditions.

37. INVENTIONS AND COPYRIGHTS

The Contractor is prohibited from copyrighting any papers, reports, forms or other materials, and from obtaining any patent on any invention or other discovery resulting solely from its performance under the terms and conditions of this Contract.

38. CONTRACTUAL RECORDS

All Contractual books, records and other documents related to matters under this Contract shall be made available by Contractor to the State and its designated agents for a period of five (5) years after final payment for purposes of audit and examination.

Contractual records are hereby further defined as this Contract and all delivery/purchase orders, invoices or correspondence directly relating to this agreement.

39. LIMITATION OF LIABILITY

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

40. ACCEPTANCE, TESTING AND COMPLIANCE WITH SPECIFICATIONS

All Services are subject to inspection and testing by the State, as delineated herein under TESTING AND INSPECTION, and any that does not meet or exceed the specifications or other requirements of the Contract may be rejected. The State shall be given thirty (30) days from the completion by the Contractor to test, evaluate and accept the Services delivered or furnished under this Contract (provided that the using agency, in its sole discretion, may accept the same prior to expiration to the thirty (30) day period). If the Contractors materials, equipment, software or services fail to meet the Contract specifications or Original Equipment Manufacturer's or those required by the Contractor's own technical documentation, then the same may be rejected and returned to the vendor. Such rejection will terminate this Contract and exempt the State from all costs incurred by the Contractor.

Acceptance shall be effective for the purpose of determining payment, however, acceptance by the State following testing and evaluation during the thirty (30) day period shall not be conclusive that the materials, equipment, software or services conform in all respects to the Contract specifications and other requirements. In the event that nonconformance therewith is discovered by the State after acceptance, whether due to a latent defect or otherwise, the Contractor shall take whatever action is necessary to conform the materials, equipment, software or services to the Contract specifications and other requirements, including but not limited to modification or replacement of the same. The Contractor's failure to do so shall constitute breach of Contract for which the State may exercise the remedies provided in the section herein entitled "Termination and Cancellation," in addition to and not in lieu of any other remedies available under Virginia law.

41. FIELD MODIFICATIONS AND/OR ENGINEERING CHANGES

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

42. SUPPLIES

Authorized charges do not include operational supplies (e.g. paper, tape, etc.) unless such supplies are specifically identified in the Schedule. All supplies used by the 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.

43. SERVICES WARRANTY

a. Except as otherwise specified, all work shall be guaranteed by the contractor against defects resulting from the use of inferior materials, equipment, or workmanship for one (1) year from the date of final acceptance (guarantee period).

b. If, within the guarantee period, defects are noticed by the owner which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion of the owner rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior or not in accordance with the terms of the contract, then the contractor shall, promptly upon receipt of notice from the owner, such notice being given not more than two weeks after the guarantee period expires, and without expense to the owner:

   (1) Place in satisfactory condition in every particular all of such guaranteed work and correct all defects therein;

   (2) Make good all damage to the structure, site, equipment, or contents thereof, which is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the terms of the contracts; and

(3) Make good any work, materials, equipment, contents of structures, and/or disturbance of the site in fulfilling any such guarantee.

c. In any case, where in fulfilling the requirements of the contract or any guarantee embraced in or required thereby, the contractor disturbs any work guaranteed under contract, he shall restore such work to a condition satisfactory to the owner and guarantee such restored work to the same extent as it was guaranteed under such other contract.

d. If the contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the owner may have the defects corrected by others and hold the Contractor liable for the expense.

e. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation which the contractor might have under the contract documents, including liability for defective work of these general terms and conditions. This paragraph relates only to the specific obligation of the contractor contained in this section to correct the work and does not limit the time within which his obligation to comply with the contract documents may be sought to be enforced, nor of the time within which proceedings may be commenced to establish the contractor's liability with respect to his other obligations under this contract.

g. In the event the work of the contractor is to be modified by another contractor, either before or after the final inspection, the first contractor shall remain responsible in all respects under the guarantee of work and under any other warranties provided in the contract or by law. However, the contractor shall not be responsible for any defects in material or workmanship introduced by the contractor modifying its work. Both the first contractor and the contractor making the modifications shall each be responsible solely for the work done by each. The contractor modifying the earlier work shall be responsible for any damage to or defect introduced into the work which it is modifying. If any contractor shall claim that another contractor has introduced defects of materials and/or workmanship into the work of the first, it shall be the burden of the contractor making the claim to clearly demonstrate the nature and extent of such introduced defects and the responsibility of the other contractor. Any contractor modifying the work of another shall have the same burden if he asserts defects to have been caused by the contractor whose work he is modifying.

44. TERMINATION AND CANCELLATION

The Commonwealth shall have the unilateral right to terminate this Contract for Default, in the event that any one or more of the following events of default occur or continue during the term of this Agreement, (a) the vendor shall fail to deliver the equipment or services required by this Contract or (b) the vendor shall repeatedly fail to respond to requests for maintenance or other services within the time limits set forth in the Contract or (c) the vendor shall breach any of the other terms set forth within this agreement or (d) the vendor shall fail to cure any breach after receiving a "Show Cause Notice" identifying the failure, and providing the vendor ten (10) days to cure the failure/nonperformance. If the vendor fails to answer the cure notice, or does not correct the deficiencies noted, the State may immediately terminate the Agreement for Default.

In such event, the Commonwealth will only be liable for cost incurred to the date of termination. All costs of de-installation and return of the equipment will be the vendor's expense.

The Commonwealth's failure to exercise its right to terminate for default under this provision shall not be construed as a waiver of its right to terminate, rescind or revoke this Contract in the event of any subsequent breach of any provisions of this agreement.

45. FAILURE TO DELIVER

In the event the Contractor fails for any reason to deliver in a timely manner or according to Contract terms the items set forth in the Schedule, the Commonwealth, at its own discretion, may give Contractor oral or written notice of such breach. Once notice by State is sent or given, State may immediately procure the items from another source. Once State has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act) the parties agree that the State may charge-back Contractor, in which case Contractor agrees to reimburse State for any difference in cost between the original Contract price and the State's cost to cover from the alternate source. In no event shall State be held to pay Contractor any costs incurred by Contractor, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of the State's notice of breach. This remedy is in addition to and not in lieu of any other remedy the Commonwealth may have under this agreement and the laws of the Commonwealth of Virginia.

46. CONTRACTUAL DISPUTES

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the 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 2.2-4365 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 2.2-4364, Code of Virginia or the administrative procedure authorized by Section 2.2-4365, Code of Virginia.

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

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

47. CREDITS

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

48. EQUIPMENT REPLACEMENT

In the event that the equipment furnished under this Agreement experiences continual maintenance downtime, while under maintenance and as a result the total system 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 machine at no cost to the State. The replacement machine/device shall be installed no later than thirty (30) days after the State requests the Contractor to provide a replacement.

49. REPAIR PARTS

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

50. MALFUNCTION REPORTS

The Contractor shall furnish a signed malfunction report to the user upon completion of each maintenance call. The report will list as a minimum all corrective action taken, parts used, and number of hours required to repair the equipment.

51. 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.

52. 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 Appendix "1" 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.

53. CONTRACTOR'S REPORT OF SALES

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

54. 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 paragraph herein entitled "Contractor's Report of Sales". The IFA reimburses the Commonwealth and defrays the costs for IT procurement and the administration of the subsequent awards. The IFA amount due must be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material. DIT may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DIT that validates agreement, then the payment shall be made by check as described herein made payable to the Controller, DIT.

If the full amount of the IFA is not paid within 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.

55. TERMINATION FOR CONVENIENCE

This Contract may be terminated, in whole or in part, upon sixty (60) days advance written notice by the Commonwealth of Virginia. There are no additional costs or financial obligations to the Commonwealth upon termination for convenience.

56. TERMINATION FOR CONVENIENCE OF INDIVIDUAL ORDER

Any individual Order placed under this Agreement may be terminated, in whole or in part, by an Authorized User for its convenience, at any time up to sixty (60) days advance written notice to the Contractor. There are no other costs or obligations for termination for convenience.

57. PRIME CONTRACTOR RESPONSIBILITY

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

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

and

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 products or services, and that such other party has agreed in within that it has no objection thereto.

58. 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.

59. PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE

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 therefore 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.

60. PRICE INCREASES

Any price increase shall be at the sole discretion of the Commonwealth and if enacted, will be after the completion of the second year of the Contract. All price increases will be governed by the CPI-W index entitled "Other Services". The percentage increase shall not exceed the above index's most recent percentage available to the Commonwealth as published by the Bureau of Labor Statistic's, Philadelphia Office. If prices for Services remain the same or decrease for succeeding years, the Customer shall be afforded the opportunity to renew the Services at the lowest price available to any other Customer.

61. PER HOUR RATES

The prices quoted in the Schedule are for hours worked between 8 a.m and 5 p.m. Monday through Friday, excluding State Holidays. For any hour worked outside of 8 a.m. and 5 p.m. the Contractor may charge up to 1.5 (one and a half) times the hourly rate. The Contractor shall obtain pre-approval or authorization in writing, prior to expending Services outside of 8 a.m to 5 p.m.

62. ORDERS

Authorized ordering officials representing the "Authorized Users" of this Contract may order Services from this Contract by one of the following Order methods:

A. Purchase Order (PO): An official PO form issued by an Authorized User.

B. Delivery Order (DO): A DO issued by the Acquisition Services Division, DIT.

C. Charge/Credit Card:
   1) Any order/payment transaction processed through the Commonwealth's contract with American Express (AMEX). Each Commonwealth Charge Card Order must not exceed $5,000, or the then current charge card limit. Payment will be made by AMEX to Contractor within three (3) business days.
   2) Any other order/payment charge or credit card process, e.g. AMEX, MASTERCARD, or VISA, under contract for use by an Authorized User.

D. eVA: An order placed through the eVA electronic procurement website portal http://www.eva.state.va.us

This ordering authority is limited to issuing Orders for Services that is available only under this Agreement. Notwithstanding the section herein, entitled Modifications, no Authorized User or other public body of the Commonwealth shall have the authority to modify this Contract.

APPENDIX "1"
TO
IFB 2002-030

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: Desi Arnaiz

Printed Name: DESI ARNAIZ

Organization: VIRGINIA SYSTEMS, INC

Date: 5/15/02