Commonwealth of Virginia
Virginia Information Technologies Agency

DIGITAL TELEPHONE SYSTEMS

Optional Use Contract

Date:	September 10, 2003
Contract #:	VA-020715-VLNK
Authorized User:	State Agencies, Institutions and Public Bodies as defined in the VPPA
Contractor:	VLINK Solutions 10221 Nokesville Road Manassas, VA 20110
FIN:	54-3011748
Contact Person	N. Chris Averill 703-361-0752 Phone 703-392-6208 Fax
Term:	July 15, 2002 – July 14, 2004
Specifications:	Pages 13 - 38
Prices:	Pages 39 - 43
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-020715-VLNK**

EXTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	To change contact information	8/27/02
2	To update address and fax number	10/01/02
3	To update VITA information	07/01/03
4	To correct user information	09/10/03

COMMONWEALTH OF VIRGINIA Department of Information Technology

SOLICITATION, OFFER AND AWARD DATA PROCESSING / TELECOMMICATIONS					FIN: 54-2011748
1. Contract No:	2. IFB No:	3. Date Issued:	Date Due:	4. APR	5. Approval No:
VA-020715-VLNK	2002-045	Jun 4, 2002	Jun 18, 2002	78	D115

For Information Call: David Butler (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 ATTN: Stuart Thacker 110 South 7th Street 1st 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 Jun 18, 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 9; (2) the solicitation instructions pages S-1 thru S-3; (3) The Contract Terms and Conditions page C-1 thru C-30; 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 Jun 18, 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: VLink Solutions, Inc. Address: 10654 Wakeman Court City, State: Manassas, VA 20110 Signature: Name (Typed): N. Chris Averill Title: President & CEO Phone: (703) 361 - 0752	Dept. of Information Technology ATTN: Accounts Payable 110 South 7th Street 3rd Floor Richmond, VA 23219-3931

AWARD

11. Accepted as to Item Numbers:	12. Amount:	13. Award Date:
As identified on ATTACHMENT "B" INCORPORATED HEREIN	Per order	7-15-02

14. Name of Contracting Officer:	15. COMMONWEALTH OF VIRGINIA	PAGES:
Jeff Davis Contracts Manager	By:	1 of 9

FORM 62 Rev. 12/15/2000

ATTACHMENT B

Attachment "B" to contract VA-020715-VLNK as identified in block 1. Form 62, page 1. This Attachment B is incorporated into and made an integral part of Contract VA-020715-VLNK.

Contractor: VLink Solutions Configuration: IWATSU America
ADIX-APS

List of locations awarded under IFB 2002-045:

Accomack County
Albemarle County
Alleghany County
Amelia County
Amherst County
Appomattox County
Arlington County
Augusta County
Bath County
Bedford County
Bland County
Botetourt County
Brunswick County
Buchanan County
Buckingham County
Campbell County
Caroline County
Carroll County
Charles City County
Charlotte County
Chesterfield County
Clarke County
Craig County
Culpeper County
Cumberland County
Dickenson County
Dinwiddie County
Essex County
Fairfax County
Fauquier County
Floyd County
Fluvanna County
Franklin County
Frederick County
Giles County
Gloucester County
Goochland County
Grayson County
Greene County
Halifax County
Hanover County
Henrico County
Henry County
Highland County
Isle of Wight County
James City County
King & Queen County
King George County
King William County
Lancaster County
Lee County
Loudoun County
Louisa County
Lunenburg County
Madison County
Matthews County
Mecklenburg County
Middlesex County
Montgomery County
Nelson County
New Kent County
Northampton County
Northumberland County
Nottoway County
Orange County
Page County
Patrick County
Pittsylvania County
Powhatan County
Prince Edward County
Prince George County
Prince William County
Pulaski County
Rappahannock County
Richmond County
Roanoke County
Rockbridge County
Rockingham County
Russell County
Scott County
Shenandoah County
Smyth County
Southampton County
Spotsylvania County
Stafford County
Surrey County
Sussex County
Tazewell County
Warren County
Washington County
Westmoreland County
Wise County
Wythe County
York County
Alexandria
Bedford
Bristol
Buena Vista
Charlottesville
Clifton Forge
Colonial Heights
Covington
Danville
Emporia
Fairfax
Falls Church
Franklin
Fredericksburg
Galax
Hampton
Harrisonburg
Hopewell
Lexington
Lynchburg
Manassas
Manassas Park
Martinsville
Newport News
Norfolk
Norton
Petersburg
Poquoson
Portsmouth
Radford
Richmond
Roanoke
Salem
Staunton
Suffolk
Virginia Beach
Waynesboro
Williamsburg
Winchester

DIT-62A	SCHEDULE	IFB NO.	Page:
01/15/91		02-045	2 of 9

NAME OF CONTRACTOR	REQUIRED DELIVERY DATE:	INITIALS
VLink Solutions/Sys.Tech.Group	(RDD) 30 DAYS ARO	NCA

ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE
	The Virginia Department of Information Technology (DIT) desires to establish a statewide term master contract with one or more manufacturers or authorized resellers to provide, on an as needed basis, Digital Hybrid Telephone Systems or Digital Multi-Functional Telephone Systems. See Appendix A for the mandatory system requirements, technical specifications of equipment required and Price Schedule. Bidders shall also complete the following: 1. Optional Telecommunications Equipment Price Schedule 2 Optional Ancillary/Peripheral Equipment Price Schedule 3. Optional Horizontal Cabling Price Schedule 4. Optional Vertical (Backbone) Cabling Price Schedule 5. Optional Patch Panel Price Schedule 6. Optional Telephone System Installations, Moves, Adds, and Changes (MACs) Price Schedule 7. Post Warranty Full-Service Maintenance Add-On Costs and Post Warranty Full-Service Maintenance Sheets. 8. Complete Appendix B, Client References. 9. Complete Appendix C, List of Locations for which Bidder will provide On-Site support. NOTE #1: All of the above information must be provided and complete in order for bidders to be considered responsive. NOTE #2: All prices submitted shall include DIT's Industrial Fund Adjustments (IFA).				

NAME OF CONTRACTOR	REQUIRED DELIVERY DATE:	INITIALS
VLink Solutions/Sys. Tech.Group	(RDD) 30 DAYS ARO	NCI

1. The Department of Information Technology (DIT) desires to establish a statewide term master contract with one or more authorized Manufacturers or Resellers to provide, on an as needed basis, digital hybrid telephone systems or digital multi-functional telephone systems and systems components for the Commonwealth of Virginia (COV) agencies, institutions and other public bodies as defined in Section 2.2-4301 of the Virginia Public Procurement Act (VPPA) hereinafter referred to as "Authorized Users". Bidders who responded to IFB 2002-16 previously shall provide only one copy of the signed Invitation for Bids and no reference manuals if the same models/configurations are bid. New bidders are required to provide two copies of their bids and only one copy of reference manuals is required.

2. This solicitation is a reissuance of the previous IFB #2002-16, which was canceled for administrative reasons. Bidders must provide all of the information requested in the Invitation For Bids in order to be responsive. Insertion of additional terms and conditions or objection to the terms and conditions attached to the IFB will also result in rejection of bids.

3. DIT reserves the right to make multiple awards. Awards will be made to the single manufacturer or reseller, for each selected model of product, offering the products at the lowest evaluated prices. Responsive bids, within product lines will then be evaluated based on a "market basket" of products and services which are selected by DIT for comparison purposes. The market basket will consist of the quantities of products and services comprising the models configured in the schedule to make the comparison "real world". This action will allow price comparison among offerors for each manufacturer (Brand) represented. See Appendix A for the mandatory system requirements, technical specifications of equipment required and Price Schedule. Contracts awarded will be non-mandatory.

4. Bidders shall propose a system that minimally, can accommodate base unit requirements as well as, subsequent incremental increases as indicated in Appendix A. The system proposed shall be able to migrate from a "base unit" of eight (8) stations to a total of forty eight (48) stations by installing additional station cards, CO line cards, and/or an additional system shelf. Bidders shall complete the Equipment Lists and Price Schedules as required in Appendix A. Vendors must respond to ALL items listed on the Equipment Lists and Price Schedules. ALL SPACES FOR PRICES MUST BE FILLED.

5. Awards if made, will be to responsive and responsible bidders with the lowest evaluated prices for up to four (4) differing models based on the counties and cities they support within the Commonwealth. These will be the geographic areas that they will be limited to in awarding contracts. Bidders must have a service support center within 150 miles of the furthest reach of the counties and cities included in their bid (See Appendix C). The bidder must have a formal relationship with manufacturer's system bid covering aforementioned geographic areas and service support areas. Awards may be made to a subset of the counties and cities specified by the bidder until the Commonwealth reaches maximum coverage.

6. The term of the awarded contracts shall be two (2) years with three (3) one-year renewals. Renewals shall be at the option of the Commonwealth. The Commonwealth will notify the contractor thirty (30) days prior to the expiration of the current term of its intent to renew the contract for additional periods. Resulting contracts will be open to all Authorized Users.

7. Descriptions of the features called for in this bid are contained in the "glossary" as published by the Gartner Group's DataPro Information Services. Please contact Gartner Group at (941) 561-4997 to obtain this information.

8. Bidders responding to this solicitation must have been installing and supporting the proposed equipment for at least two (2) years preceding the bid due date. Bidders must also agree to all of the mandatory requirements, without exception, in order for their products to be considered.

9. DIT wishes to simplify the acquisition of digital hybrid telephone systems or digital multi-functional telephone systems and components within the state by offering public bodies the lowest prices and highest level of service available in the marketplace for limited upgrades or expansion of their existing systems.

10. Bidders shall propose a systems manufacturer's line of equipment that has been supplying systems for at least ten (10) years. Bidders shall list prices on their proposed components of equipment as indicated in Appendix A. Bidders may bid on one or more manufacturer's line of equipment. Separate bids shall be submitted for each model/configuration and identified as such. Vendor shall provide price quotes on all generic peripherals and services that are listed in the Schedule. One copy of all referenced manuals must be provided with vendor's bid. This does not apply for vendors who have previously bid on the same items.

11. Bidders shall clearly and specifically identify the product(s) being offered and new bidders shall enclose the complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the Commonwealth to determine if the product(s) offered meet the specifications requirements of this IFB. FAILURE TO DO SO MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE.

12. Vendor shall provide on-site warranty on all products for a period of two years or the manufacturer's warranty, whichever is greater. Warranty shall begin on date of acceptance by the user. The proposing offeror must have a formal relationship with the manufacturer that guarantees the bidder and subsequently the Commonwealth, direct access to the manufacturer's warranty and product support personnel. Proof of a formal relationship must be provided with the offeror's bid. Acceptable proof includes copies of "Dealer Authorization" or a signed copy of the attached "Vendor Dealer Authorization". See Appendix A and mandatory Terms and Conditions for further specific warranty requirements.

13. Vendor agrees that all items proposed and sold under this contract shall be offered to the Commonwealth at or below the lowest price the vendor sells such product(s) to any other "Authorized User" within the Commonwealth.

14. Vendors shall provide on-site warranty backup and daily routine maintenance in accordance with specific response times of warranty/maintenance requirements in attached mandatory terms and conditions to any location within the county/city/geographical area for which a contract is awarded for installed systems. This on-site response assumes that service personnel are located no more than 150 miles from any point within the contractors area of responsibility. Bidders shall complete Appendix C for a list of locations for which on-site support will be provided.

15. Vendor must provide the Commonwealth with a verifiable maintenance support plan, which identifies authorized service providers located within the counties/cities bid including a list of employees trained on proposed equipment. Location of personnel for telephonic support may be centrally located. Names, addresses and telephone numbers of service representatives and support location shall be provided on page 9 of this solicitation. FAILURE TO PROVIDE THIS INFORMATION SHALL RENDER YOUR BID NON-RESPONSIVE.

16. Bidders shall provide the names of three (3) references where they have installed the telephone system being proposed. References should be firms with a majority of the telephone system components being proposed in this bid specification response. Please provide references on Client Reference forms provided in Appendix B.

17. Service providers must be backed by the manufacturer with a complete line of parts for the equipment furnished and must be available for a period of at least five (5) years from the date of contract termination. All parts used in the repair of the telecommunications equipment furnished under this contract must be the exact replacement part specified and supplied by the manufacturer. Any exceptions necessary because of part unavailability or other unusual circumstances must have the prior approval of the user purchasing agent.

18. System Registration and Classification: The required telecommunications systems shall be registered with the Federal Communications Commission (FCC) as a digital hybrid telephone system or digital multi-functional telecommunications system and shall operate utilizing DTMF signaling and a maximum of four twisted pair wiring to each instrument. In addition to the telephone equipment, the system shall include station equipment and station cable as well as ancillary equipment. The system shall employ digital switching technology that utilizes time division multiplexing (TDM) and pulse code modulation (PCM). These systems shall be capable of integrated voice and data switching internally among devices and circuits connected to the system.

19. The Commonwealth reserves the right to request any bidder to submit information missing from its bid, to clarify its bid, and to submit additional information which the Commonwealth deems necessary to evaluate the bidders offer.

20. The bidder must agree to provide the Commonwealth's Authorized User pre-sale consultation at no charge. Such services shall be required during normal business hours. The bidder should address the extent of pre-sales consultation offered in their response.

21. Response Format: Bidders shall organize their responses in the same order as that in which the requirements and specifications are presented in Appendix A of this IFB. Where reference spaces are provided, bidders shall identify the place (page, paragraph and specific manual) in the attached reference documentation the item bid complies with the requirement or specification. New bidders are required to provide only one copy of the reference materials.

22. Equipment Compatibility Standards: All equipment directly connected to the public network shall be registered with the Federal Commumications Commission under Part 68, FCC Rules and Regulations. The system shall interface with the Local Telephone Network. All wiring shall comply with the National Electric Code. All trunk supervision and signaling, and all transmission parameters shall comply with with the Electronic Industry Association (EIA) standards. In addition, the bidder shall comply with the Virginia Uniform Statewide Building Code, which by reference includes the National Electric Code (NEC) and the National Fire Protection Association (NFPA). All protection devices, switching frames, and power busbars shall be grounded in accordance with the Virginia Uniform Statewide Building Code.
NOTE: The Commonwealth of Virginia will not accept carbon block protection.

23. Transportation is the responsibility of the vendor and shall be included in the unit price. Unit prices for all items shall be specified as defined in paragraph #27 below. Except when otherwise specified herein, all items shall be F.O.B. destination delivered any point within the geographical area as directed by ordering governmental entities.

24. Bidder responses to requirements and specifications of the IFB shall be verifiable from standard data sheets, specifications sheets, published advertising, and/or sales literature normally supplied by the manufacturers of the items bid. This information shall be provided for all major items and components and shall be included, as an attachment, with each bid submitted. Photocopies of original documents are acceptable. FAILURE TO PROVIDE ADEQUATE REFERENCE DOCUMENTATION MAY RESULT IN YOUR BID BEING DECLARED NON-RESPONSIVE. This information is not required of previous bidders on the same equipment.

25. Any bid in response to this solicitation shall be valid for 90 days. At the end of the 90 days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

26. New bidders shall provide ordering entity's operations and maintenance manuals for each type of equipment requested including wiring diagrams and parts/accessories lists. See Appendix A, Section 15.H. for additional information.

27. The vendor shall supply, at the proposed unit price, all hardware, software or other items considered standard, advertised as being included or which may be necessary for operation of the proposed item. The bid price shall include all applicable freight and installation charges as well as the IFA. Additional charges will NOT be allowed.

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

29. All training requirements for station users, voice mail, voice mail systems administration, call accounting system training and trainer requirements are specifically defined in Appendix A, Technical Requirements, Section 15.

30. IDENTIFICATION OF BID: Bidders shall submit signed bids in a sealed envelope or package identified as follows:

    From:
    Name of Bidder
    Street or Box Number
    City, State, Zip Code
    Name of Contract Officer

    Due Date:_____ Time:_____
    IFB Number:_____
    IFB Title:_____

    The envelope should be addressed as directed in block #6, page 1 of the solicitation. Bids may be hand delivered or mailed to the designated location in the office issuing the solicitation.

31. By responding, the bidder agrees that the products are to be provided solely under the Contractual terms and conditions attached to this solicitation and the provisions as delineated in this solicitation document. Any terms and conditions clarifications and/or additions thereof contained in the vendor response or supplementary material provided with or subsequent to the bid will not apply to any transaction under the contract and may render the vendor's bid non-responsive.

32. Neither DIT or the using agency will 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 supercede all such agreements. Bidders should read and understand all of the terms and conditions prior to submission of a bid.

33. Any questions concerning this solicitation must be submitted, in writing, to the attention of J.B. Edmonds at the address listed in Block #6, page 1, of this solicitation no later than June 12, 2002. Please mark the outside of your envelope "QUESTIONS CONCERNING IFB 2002-045". Written questions may also be submitted via facsimile to (804) 371-5969 or via e-mail to jedmonds@dit.state.va.us No response will be furnished to telephone calls.

34. The Acquisition Services Division of DIT maintains a web site with a URL of http://asd.state.va.us This web site provides information about ASD and acquisitions conducted by ASD for Information Technology related items. Vendors are invited to check this site regularly.

35. Results of this solicitation will not be given out by telephone. Vendors wishing a copy of the bid results must include a self-addressed, stamped envelope along with their bid. The envelope should be marked with the words "BID RESULTS" and the IFB number. Awards will also be posted to the ASD web site http://asd.state.va.us

36. BIDS WILL NOT BE CONSIDERED IF THE VENDOR IS NOT REGISTERED WITH THE DEPARTMENT OF INFORMATION TECHNOLOGY (DIT). A registration form may be obtained by calling (804) 371-5900 or by contacting the Acquisition Services Division web site, at the above URL. The completed form must be received by DIT not later than the award date in order for the bid to be considered.

37. Bidders responding to this solicitation shall currently hold a valid Contractor's License and Registration with a "Special Services Classification" to perform "Electronic/communications service contracting." Bidders shall provide their current Contractor's License Number and identify the type of license held in the space below. See paragraph #51 in the attached terms and conditions.

Systems Technology Group

License Number: 27050667799A Type: Class A; ESC

38. Price adjustments may only be permitted as defined in the attached Mandatory Terms and Conditions.

39. Bidder's attention is directed to Section 2.b, page S-1, of the Solicitation Instructions concerning the requirement for Federal Identification Numbers (FIN) to be placed on page 1 of the Invitation For Bids. Please place this number in the space provided on page 1. PLEASE NOTE THAT FAILURE TO PROVIDE THIS NUMBER MAY RESULT IN OUR INABILITY TO VERIFY YOUR REGISTRATION AND YOUR BID BEING RULED NON-RESPONSIVE.

40. Vendors are advised to read and understand paragraphs entitled "Contractor's Report of Sales" and "Industrial Funding Adjustment" (IFA) in the Terms and Conditions. FAILURE TO COMPLY WITH THESE PARAGRAPHS SHALL RENDER THE VENDOR'S BID NON-RESPONSIVE AND SUBJECT THIS AGREEMENT TO TERMINATION AND CANCELLATION.

NAME OF CONTRACTOR	REQUIRED DELIVERY DATE:	INITIALS
VLink Solutions/Sys.Tech.Group	(RDD) 30 DAYS ARO	NBA

41. All vendors are reminded to sign and return Attachment "A" to IFB 2002-045, Certification Regarding Lobbying.

42. Bidders must be registered with the Electronic Virginia procurement solution (eVa) prior to award. Bidders who are not registered with eVa will not be eligible for award. To register, visit: http://www.eva.state.va.us.

PLEASE PLACE THE NAMES, ADDRESSES AND TELEPHONE NUMBERS OF SERVICE ORGANIZATION SUPPORT LOCATIONS REQUESTED IN PARAGRAPH 15 IN THE SPACE BELOW:

VLink Solutions
10654 Wakeman Court
Manassas, VA 20110
Mr. Rick Williamson
(703) 361 - 0752

Infotel Systems
6008 Hermitage Road
Richmond, VA 23228
Mr. Chuck Broderson
(804) 266 - 6600

Shen-Tel
3075 South Ox Road
Edinburg, VA 22824
Ms. Christina Price
(540) 884 - 5353

Systems Technology Group
2166 Salem Industrial Road
Salem, VA 24153
Mr. Tom Gentry
(540) 444 - 0057

Schick Communications
936 Corporate Lane
Chesapeake, VA 23320
Mr. Wayne Geller
(757) 548 - 1940

Teleconnect Services
1777 Old Gray Station Road
Johnson City, TN 37615
Mr. Tim Cloud
(423) 283 - 7811

APPENDIX A

HYBRID TELEPHONE SYSTEM STATE CONTRACT

I. Mandatory System Requirements

1. Bidder shall propose a system that, minimally, can accommodate the following "base unit" requirements" and then subsequent incremental increases:

	NUMBER DIGITAL STATIONS	NUMBER CO LINES	NUMBER INTERCOM PATHS
Base Unit	8	2	1
12/3/1 Model	12	3	1
16/4/1 Model	16	4	1
20/5/2 Model	20	5	2
24/6/2 Model	24	6	2
28/7/2 Model	28	7	2
32/8/2 Model	32	8	2
36/9/3 Model	36	9	3
40/10/3 Model	40	10	3
44/11/3 Model	44	11	3
48/12/3 Model	48	12	3

2. Bidder shall specify at what size in digital stations and CO lines the initial key service unit (KSU) would be obsolete and would require a new and larger KSU. All sizes and categories must be bid.
472 Universal Ports.

II. Technical Requirements – NOTE: The following are minimum technical requirements. If bidder's proposed system has additional system or station features, please include them on a separate reference sheet.

1. Required Digital System Features

1.1 System Features

SYSTEM Stored-program microprocessor control

TECHNOLOGY Solid-state time division switch matrix

SIGNALING DTMF

1.2 System Features

1.2.1 Flexible ringing
Reference General Description, p.51

1.2.2 Night transfer
Reference Appendix A

1.2.3 Flexible line assignment (non-square system capability)
Reference Appendix A

1.2.4 Add on conference – one simultaneous conference call with a minimum of 3 parties (1 internal call and 2 external calls; or 2 internal calls and 1 external call)
Reference General Description, p.46

1.2.5 System speed call (minimum 30 numbers)
Reference Appendix A

1.2.6 DTMF dialing
Reference Appendix A

1.2.7 Privacy on all central office/Centrex lines
Reference Appendix A

1.2.8 Privacy on all intercom calls
Reference Appendix A

1.2.9 Music on-hold interface
Reference General Description, p.54

1.2.10 Direct Inward Dial (DID)
Reference General Description, p.48

1.2.11 Call Park
Reference General Description, p.44

1.2.12 Call Pick-up, Directed & Group
Reference General Description, p.45

1.2.13 Do Not Disturb
Reference General Description, p.48

1.2.14 Call Forwarding – Busy, No Answer – based on calls originating from inside or outside the system
Reference Owners Manual, p.82

1.2.15 Station Message Detail Recording with RS-232 Output. IP output is acceptable if the bidder can meet all the other SMDR/call accounting technical requirements and the SMDR information can be printed in hard copy format.
Reference Appendix A

1.2.16 Loudspeaker Paging Port or equivalent. Bidders shall specify telephone system interface (i.e. 24V Valcom) that will accommodate an analog loudspeaker paging system.
Reference Appendix A

1.2.17 System memory shall be non-volatile to prevent loss of programmable system features when a commercial power failure occurs.
Reference Appendix A

1.2.18 System shall have the capability of accommodating Caller Identification (ID) by adding cards.
Reference General Description, p.45

2. Required Digital Station Features

2.1 Digital Station Features

2.1.1 Adjustable ringing control on each telephone
Reference Appendix A

2.1.2 Adjustable volume control on each telephone
Reference Appendix A

2.1.3 Call hold
Reference Appendix A

2.1.4 Call transfer
Reference General Description, p.62

2.1.5 All telephones shall have line cords that are a minimum of 14 feet in length (all cords modular).
Reference Appendix B

2.1.6 All telephones shall have receiver cords that are a minimum of 9 feet in length (all cords modular).
Reference Appendix B

2.1.7 Station speed call (minimum 10, 15 digit telephone numbers)
Reference Appendix A

2.1.8 Line restriction capability per station
Reference Appendix A

2.1.9 Modular jacks with all telephones
Reference Appendix C, P.6

2.1.10 Do not disturb
Reference General Description, p.48

2.1.11 Hands-free answerback on intercom calls
Reference General Description, p.52

2.1.12 Last number redial
Reference General Description, p.53

2.1.13 All call and individual paging through internal intercom speakers on each telephone
Reference Appendix A

2.1.14 Multi-button telephones shall be capable of being speakerphone equipped. Speakerphone shall, at a minimum, be half duplex.
Reference General Description, p.60

2.1.15 All telephones shall be the same color
Reference Appendix A

2.1.16 Station call forwarding
Reference Appendix A

2.1.17 Station hunting
Reference Appendix A

2.1.18 Telephones shall be capable of being equipped with hearing amplified handsets
Reference General Description, p.25

2.1.19 All telephones shall be capable of being wall mounted
Reference General Description, p.26

2.1.20 Bidder shall quote pricing to provide and install the following: (1) a multi-button telephone with a minimum of ten (10) programmable buttons for CO/Centrex lines and/or features; and (2) a multi-button telephone with a minimum of twenty (20)

programmable buttons for CO/Centrex lines and/or features.
Reference Appendix A

2.1.21 Multi-button electronic telephone sets shall have a liquid crystal display (LCD) with Caller Identification (Caller ID) capability.
Reference General Description, p.19

2.1.22 Message Waiting Visual Indication (for stored voice mail messages)
Reference General Description, p.14

2.1.23 Mute button
Reference General Description p.54

2.1.24 Bidder shall propose a headset/starset that is compatible with a multi-line electronic set.
Reference General Description, p.20

2.1.25 Text Telephone Capability – digital sets shall be capable of interfacing with a text telephone device (TDD).
Reference Appendix E

2.1.26 All station related system features shall be button accessible on digital sets and code accessible on analog sets requested in this IFB.
Reference Appendix F

3. Direct Station Selection (DSS)/Busy Lamp Field (BLF)

3.1 Bidder shall provide and install either of the following:

(1) minimum 24 station capacity DSS/BLF; or

(2) minimum 48 station capacity DSS/BLF.

The DSS/BLF shall be a separate unit from the proposed telephone instrument. General Description, p.21
Reference General Description, p.47

4. Required Analog (2500 set or equivalent) Station Features

4.1 2500 Set Requirements

4.1.1 Call Hold – Code Activated
Reference General Description, p.59

4.1.2 Call Waiting
Reference Appendix A

4.1.3 Consultation Hold
Reference General Description, p.59

4.1.4 Call Transfer
Reference General Description, p.59

4.1.5 Add-on Conference – one simultaneous conference call with a minimum of 3 parties (1 internal call and 2 external calls; or 2 internal calls and 1 external call)
Reference General Description, p.59

4.1.6 Last Number Redial
Reference General Description, p.59

4.1.7 Station Speed Call, 10 15-digit Telephone Numbers Minimum
Reference General Description, p.59

4.1.8 Visual Message Waiting Indication (for stored voice mail messages)
Reference General Description, p.59

4.1.9 Text Telephone Compatibility – Analog sets must be capable of interfacing with a text telephone device.
Reference Appendix E

4.1.10 All station related system features shall be button accessible on digital sets and code accessible on analog sets.
Reference Appendix F

5. Optional Voice Mail System (VMS)/Automated Attendant (AA) Requirements

5.1 Overview - The Voice Mail System (VMS) shall be fully integrated and compatible with the telephone system. Calls shall directly forward from an extension of the telephone system to the appropriate voice mailbox of the VMS without any additional action on the part of the caller. The VMS shall activate the Message Waiting feature of the appropriate telephone system station within fifteen (15) seconds after a message is received in

the corresponding voice mailbox; and deactivate the message waiting feature within fifteen (15) seconds after the last message is reviewed. The VMS shall include all hardware and software to provide a fully functioning system. The additional telephone system hardware and software required to support the installation of the VMS **shall not reduce** any of the capacities required elsewhere in this solicitation.

5.1.1 Installed System Size - The VMS shall be wired with **2** ports and include all required components.
Reference General Description, p.31

5.1.2 Expansion Size - The system shall be, minimally, expandable to **8** ports. The initially installed system shall be configured to support this expansion with only the installation of the additional interface circuit boards and/or system memory. All other VMS and telephone system hardware and software shall be in place at cutover.
Reference General Description, p.31

5.1.3 Initial System Storage Capacity - The system shall be initially installed with a minimum of **four** hours' storage for recorded Greeting, Announcements, and Messages.
Reference General Description, p.31

5.1.4 The system shall be, minimally, expandable to **24** hours' of stored voice. The initially installed system shall be configured to support this expansion with only the installation of additional interface circuit boards and/or system memory. **All** other VMS hardware and software shall be in place at cutover.
Reference General Description, p.31

5.1.5 The system shall include a system administration terminal consisting of, minimally, a cathode ray tube (CRT) and keyboard; and shall have the capability to output data to a printer. Bidder shall specify what equipment is necessary to make this microcomputer in this building fully functional and operational for VMS use only.
Reference Appendix A

5.2 Required Features

5.2.1 The VMS shall enable the greeting of each voice mailbox to be individually recorded with a personalized message that is played to callers accessing mailboxes within the system.

Reference General Description, p.65

5.2.2 The VMS shall allow callers calling from DTMF telephones to utilize all available features of the system.

Reference Appendix D

5.2.3 The VMS shall route calls from rotary dial (dial pulse) telephones to a "live attendant". If a bidder has a VMS that will allow rotary dial callers to utilize the VMS functions, that is acceptable but **not** a bid requirement.

Reference Appendix A

5.2.4 Upon accessing the VMS, DTMF callers shall have the option of dialing a code to be transferred to a "live attendant".

Reference Omega VMI Programming, p.8

5.2.5 The VMS shall allow individual telephone system extensions to be established as the "live attendant" for each mailbox.

Reference Omega VMI Programming, p.8

5.2.6 The VMS shall provide callers verbal instructions on the use of the system. The following minimum capabilities shall be provided:

-Record message
-Review message (Message Play Back)
-Delete message (Erase Message)
-Record new message
-Transfer to the "live attendant"
-Dial another telephone system extension
-Access to a directory of names, extension numbers, departments, etc.

Reference Omega VMI Programming, p.7

5.2.7 The VMS shall not allow callers accessing the system to place outbound calls over the telephone system's trunks. The VMS shall immediately disconnect the call when any attempt to place a call over the telephone system's trunks is made.

Reference Omega VMI Programming, p.8

5.2.8 The VMS shall record the time and date each message is received.

Reference Appendix G

5.2.9 Access to messages and announcements stored in each mailbox shall be password protected.

Reference Appendix G

5.2.10 Access Passwords shall be user definable and variable in length.

Reference Omega VMI Programming, p.5

5.2.11 The VMS shall, minimally, allow mailbox users to access the system from DTMF telephones internal or external to the telephone system.

Reference Appendix G

5.2.12 VMS mailbox holders shall be, minimally, capable of performing the following functions:

-Access mailbox
-Record greeting
-Review greeting
-Change greeting
-Play messages
-Repeat message
-Delete message
-Scroll through messages
-Forward messages to other mailboxes with or without an attached verbal flag
-Originate and send message(s) to single or multiple voice mailboxes
-Acknowledge delivery of messages originated
-Determine time and date of messages received

Reference Appendix G

5.2.13 The VMS shall have a system administration function with, minimally, the following capabilities:

-Ability to establish new mailboxes
-Ability to allocate storage to new or existing mailboxes
-Ability to change password of mailboxes
-Ability to access user mailboxes to change or delete greetings, messages, and/or announcements
-Ability to purge system of stored messages based on date messages were received

Reference Appendix G

5.2.14 Bidder shall provide a list of voice mail system management reports that the proposed voice mail system can provide:

_____

_____

_____

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_____

Reference Appendix H

5.3 Automated Attendant Requirements

5.3.1 The automated attendant system shall enable callers placing incoming calls to the agency to bypass the attendant console and directly dial the extension number of the desired party. An automated attendant system that enables callers placing incoming calls to the agency to dial a particular department and then obtain a menu of the selected work groups and/or individuals within that particular department.

Reference Omega VMI Programming, p.10

5.3.2 The automated attendant proposed shall be fully compatible and integrated with the proposed telephone system.

Reference General Description, p.65

5.3.3 All incoming calls directed to the attendant console shall be answered by the automated attendant system within three (3) rings. State the minimum and maximum number of rings the automated attendant system can be programmed to answer incoming calls.

Reference Appendix A

5.3.4 The automated attendant shall process all incoming calls with a distinct greeting and call routing options for each type of call.

Reference VMI General Description, p.65

5.3.5 The automated attendant shall be capable of functioning either in the "primary" or "secondary" attendant. While in the primary position, the automated attendant will be the first choice option for answering incoming attendant calls; when used in the secondary position, the system will handle "overflow" calls from the attendant console.

Reference Appendix A

5.3.6 Upon answering an incoming call, the system shall provide an initial announcement advising callers that their calls are being processed by an automated system. The announcement shall also provide instructions on the manipulation of the system to allow the callers to transfer their calls directly to the desired extension number.

Reference Appendix G

5.3.7 The automated attendant shall allow callers whose calls originate from DTMF dial telephones to manipulate the features of the system; however, calls originating from dial pulse (rotary dial) telephones shall be automatically transferred to a "live" attendant.

Reference Omega VMI Tech. Manual, p.31

5.3.8 The automated attendant system shall provide an on-line audible directory of the names and extension numbers of personnel, departments, and other services accessible via the system.

Reference Appendix G/A

5.3.9 Callers whose calls originate from DTMF dial telephones shall have the following options for call processing:

♦ Ability to immediately dial a known extension number.
♦ Ability to contact a live attendant.

♦ Ability to access audible directory.

♦ Ability to dial the selected extension directly from the on-line directory.

Reference Appendix A

5.3.10 The following options shall be available within each menu created within the system:

♦ Ability to have the entire menu or last item from the menu repeated.

♦ Ability to be transferred to a live attendant.

♦ If a voice mail system is in place, callers that attempt to transfer to the "live" attendant, when that station is in use or does not answer, shall be able to access the voice mailbox assigned to that station.

Reference Appendix A

5.3.11 The automated attendant system shall be equipped with a minimum of two (2) hours storage for the recording of prompts and other information accessible by callers. The system shall not limit how the storage can be allocated among functions.

Reference Appendix A

5.3.12 Bidder shall provide and install any other equipment, or cabling, necessary to make the automated attendant fully functional and operational. This will be a turnkey installation.

Reference Appendix A

6. Optional Uninterrupted Power Supply (UPS) Requirements

6.1 Bidder shall provide and install a switched-type uninterrupted power supply (UPS) capable of accommodating: (1) the proposed hybrid telephone system; and/or (2) the proposed hybrid telephone system and the voice mail (VM)/automated attendant (AA) system.

Reference Appendix A

6.2 The UPS shall allow the telephone system and VM/AA system to remain **fully** operational, for a period of a minimum of 2 hours, in

the event of a commercial power failure. (minimum of 48 stations).

Reference Appendix A

6.3 Bidder shall provide and install a rack or shelf so that the UPS is a minimum of six inches off the floor.

Reference Appendix A

7. Optional Transient Voltage Surge Suppressors (TVSSs) Requirements

7.1 Bidder shall provide and install a TVSS for **any** equipment installed that requires alternating current (AC) power. The TVSS shall be a Panamax Max 8.

Reference Appendix A

7.2 Bidder shall supply pricing to provide and install the following Porta System telephone line surge arrestors: (1) Model 504PXACD with 6 Porta System Delta modules; (2) Model 504PX210D with 10 Porta System Delta modules; and (3) Model 581P225D with 25 Porta System Delta modules. Bidder shall ground the Porta System line surge arrestor to a pre-approved ground.

Reference Appendix A

8. Optional Power Failure Requirements

8.1 Bidder shall provide and install Category 3 cabling and a 4-pin RJ11 WAO/jack for power failure purposes. Based on building construction, bidder shall install the appropriate cabling (plenum or non-plenum) to meet local and state building codes. This WAO/jack will terminate on an existing CO line.
NOTE: There is not a separate line item on the price schedule for power failure cabling requirements since this will be bought off the time and materials cabling part of this contract.

Reference Appendix A

8.2 If required, agency will purchase a 2500 set off this contract (reference Price Schedule).

Reference Appendix A

9. Optional Call Accounting System Requirements

9.1 The Call Accounting System shall be a microcomputer based system configured to accept the SMDR data that is output over the RS-232 interface of the telephone system offered. The Call Accounting System being proposed shall be compatible with the revised North American Numbering Plan (NANP). The system shall, minimally, consist of the following hardware components:

-IBM compatible Pentium III Personal Computer with 64 MB RAM, 256K External Caching, and a 5GB hard drive

-Video Graphics Array (VGA) Color Monitor (pitch .29 or below)
-Enhanced AT type Keyboard
-Hewlett-Packard LaserJet Model 4050T or direct equivalent

Reference Appendix A

9.2 The system shall have the capacity to store up to 50,000 detailed call records.

Reference Appendix A

9.3 The call records shall, minimally, consist of the following information:
-Extension Number originating call
-Time and Date of Call
-Duration of Call
-Telephone Number Dialed
-Authorization and/or Account Code

The call records shall be generated for **all** of the following: local calls; and tolls calls.

Reference Appendix A

9.4 The system shall minimally provide the following reports:
-Detailed Usage by Extension Number
-Detailed Extension Usage by Department
-Monthly summary of extension usage
-Exception report based on duration of call
-Exception report based on pre-determined cost of call
-Cost of calls

Reference Appendix A

9.5 The system shall, minimally, provide the following traffic analysis reports:
-Number of times all trunks are busy
-Number of calls by area and office code
-Frequently called telephone numbers
-WATS and FX (foreign exchange) analysis

Reference Appendix A

9.6 The system shall, minimally, cost calls based on the following parameters:
-Tariff rates charged by the Local Exchange Carrier (LEC) for local and intra-lata long distance calls.
-Tariff rates charged by Worldcom for intra-lata, inter-lata, international, and "700" service calls

-The system shall allow a percentage surcharge and/or a percentage discount to be independently applied to the rates charged by the LEC or Worldcom when costs of calls are calculated for system reports.

Reference Appendix A

10. Optional Horizontal Cabling Requirements

10.1 Bidder shall propose, based on cable footage, a time and materials (T&M) rate to provide and install the following:

A. Category 5e non-plenum cabling;

B. Category 5e plenum cabling;

C. Category 5 non-plenum cabling;

D. Category 5 plenum cabling;

E. Category 3 non-plenum cabling;

F. Category 3 plenum cabling.

Reference See Pricing Schedule

10.2 Bidder shall include in their T&M rate the cost to provide and install the applicable a Category 5e, Category 5, or Category 3 compliant, eight-pin RJ45 type work area outlet (WAO) for one end of the cable. Bidder shall provide and install the WAO.

In addition, bidder shall include in their T&M rate the cost of terminating the other end of the cable on a 110-type connecting block. Bidder shall provide and install the 110 block.

Reference See Pricing Schedule

10.3 Bidder shall adhere to all applicable TIA/EIA telecommunications building wiring standards during installation of all cabling, WAOs, and termination blocks.

Reference Appendix A

10.4 Agency purchasing the cabling infrastructure reserves the right to negotiate a fixed price for any and all cabling work. This fixed price will take the place of the T&M rate.

Reference Appendix A

11. Optional Vertical (Backbone) Cabling Requirements

11.1 Bidder shall propose, based on cable footage, a time and materials (T&M) rate to provide and install the following:

A. Category 5, 25 pair, non-plenum cabling

B. Category 5, 25 pair, plenum cabling

C. Category 3, 25 pair, non-plenum cabling

D. Category 3, 25 pair, plenum cabling

E. Category 3, 50 pair, non-plenum cabling

F. Category 3, 50 pair, plenum cabling

G. Category 3, 100 pair, non-plenum cabling

H. Category 3, 100 pair, plenum cabling

Reference See Pricing Schedule

11.2 Bidder shall include in their T&M rate the cost to terminate these cables on the following: 110 blocks; 66 blocks, or the applicable Category 3, Category 5, or Category 5e patch panels.

Reference See Pricing Schedule

11.3 Bidder shall adhere to all applicable TIA/EIA telecommunications building wiring standards during installation of all cabling, WAOs, and termination blocks.

Reference Appendix A

11.4 Agency purchasing the cabling infrastructure reserves the right to negotiate a fixed price for any and all cabling work. This fixed price will take the place of the T&M rate.

Reference Appendix A

12. Optional Patch Panel Requirements

12.1 Bidder shall provide pricing to provide and install the following Category 3, Category 5, and Category 5e patch panels:

A. 12 port patch panel

B. 24 port patch panel

C. 48 port patch panel

D. 96 port patch panel

Reference Pricing Schedule

12.2 Bidder shall terminate the applicable cabling on patch panel(s).

Reference Appendix A

12.3 Bidder shall adhere to all applicable TIA/EIA telecommunications building wiring standards during installation of all cabling, WAOs, and termination blocks.

Reference Appendix A

12.4 Agency purchasing the cabling infrastructure reserves the right to negotiate a fixed price for any and all cabling work. This fixed price will take the place of the T&M rate.

Reference Appendix A

13. Optional Telephone System Moves, Adds, and Changes (MACs) Requirements

13.1 Bidder shall quote a time and materials (T&M) hourly rate to perform telephone system moves, adds, and changes.

Reference See Pricing Schedule

13.2 Agency reserves the right to negotiate a fixed price for any MACs work. This fixed price will take the place of the T&M rate.

Reference Appendix A

14. Optional Plywood Backboard

14.1 The successful bidder shall provide and install the backboard(s) on which the KSU and the termination blocks will be mounted. The backboards shall be painted with fire retardant paint, or shall be fire retardant treated backboard(s), to meet all NFPA standards/ guidelines. All cables in the equipment room shall be physically supported with cable brackets (i.e. "D" rings, etc.) in order to make the cable installation neat and orderly.

Reference Appendix A

15. Installation, Maintenance, Warranty, Training, and Documentation Requirements

A. Installation

1. Any and all components provided for this system shall be provided as integral parts of the basic switch cabinetry and sanctioned as "first choice" materials by the manufacturer of the system.

2. Telephone system shall be grounded with a 6 AWG solid copper cable, or equivalent cable that meets the original equipment manufacturer (OEM) requirements, to a pre-approved ground. If an adequate ground cannot be found, bidder shall provide and install a ¾ inch, 8-foot copper clad ground rod.

3. See Terms & Conditions for additional installation requirements.

B. Quality of Work

1. All equipment, cables, wiring, outlets, etc. shall be installed in a neat and orderly manner.

2. The bidder shall assign only competent supervisors, technicians, and laborers to work on this project.

3. Upon receipt of written notification from the Commonwealth, the bidder shall immediately relieve any person(s) determined to be incompetent or disorderly of all responsibilities for further on-site work and/or contract with the agency for the duration of this project.

C. Warranty

1. See attached Terms & Conditions

D. Station User Training/Voice Mail Training

1. The bidder shall provide on-site hands-on training for all agency voice mail users and telephone users during the week prior to the system cutover. The cost of training shall be included in the price of the system.

2. Training sessions shall be provided using equipment capable of demonstrating all voice mail and station user features to be implemented at cutover.

3. Customized training materials, i.e. operating manuals, instruction cards, logs, etc. (in hard copy format) shall be

provided in conjunction with a verbal explanation of the system functions.

4. Fully functional telephone sets and voice mailboxes of the types to be installed at cutover, shall be provided for hands-on operation of system features by the trainees during the training sessions.

5. The training sessions shall be of sufficient duration to allow the trainees adequate time to understand the system configuration and use of the system features.

6. If the agency so requires, the training sessions shall be organized so that the operation of each type of telephone and/or voice mail user is covered in a separate session.

7. The training sessions shall be held in a classroom type setting in space provided by the agency.

8. Initial training of all available agency personnel shall be completed during the week prior to cutover.

9. A follow-up training class shall be scheduled during the immediate 30 to 45 day period after cutover to allow users the opportunity to have questions on the operation of system answered.

E. Voice Mail System Administration Training

1. Bidder shall provide training to agency personnel on the administrative function requirements, specified elsewhere in this solicitation, of the Voice Mail System.

2. The training sessions shall instruct the voice mail system administrators on performance of the following system functions:
-Establishing and/or deleting voice mailboxes.
-Establishing and/or deleting a voice mailbox password.
-Allocating storage to new and/or existing voice mailboxes.
-Establishing the timeframe in which "guest" voice mailboxes are activated and deactivated.
-Ability to purge system of stored messages based on date messages were received.
-Ability to generate system management reports.

3. Four (4) hours of training shall be provided to each of the Voice Mail System administrators.

F. Call Accounting System Training

1. The bidder shall provide on-site training to agency personnel on the administrative function requirements for the Call Accounting System.

2. The training sessions shall instruct the Call Accounting System administrators on performing the following system software functions:
-Establishing, changing, and/or printing Call Accounting management reports; exception reports, and traffic analysis reports.
-Establishing, changing, and/or printing monthly telephone bills for each of agency's tenants (to include a breakdown of local telephone service, toll calls, other charges/credits, etc.).
-Establishing and/or changing the parameters for costing out calls.

3. Four (4) hours of training shall be provided to each of the Call Accounting System administrators.

G. Trainer Requirements

1. The trainer shall have had previous training experience with the installed system (i.e. telephone system, voice mail system/automated attendant, etc.).

2. Prior to the initial training session, the trainer shall have become familiar with the design and configuration of the installed system.
3. In no less than three (3) days before the initial training session, the trainer shall meet with the agency's Project Officer to provide an overview of the training sessions, and to identify any special training issues of the agency.

H. System Documentation Requirements

1. Wire and Cable System - The bidder shall provide full text documentation on the interconnection of the system to the wire and cable system. The following minimum information shall be provided:

-Main distribution frame location and identification;

-Extension number to cable pair assignments;
-Layout and identification of fields of cross connect hardware.

NOTE: The bidder shall provide a schematic diagram of the wire and cable system with the information above incorporated within the document in a manner that allows the items in the drawings to be easily identified.

2. System Documentation

a. The bidder shall provide two (2) sets of installation and maintenance manuals, in hard copy format, for the telephone system and voice mail system.

b. A complete set of "programming sheets", in hard copy format, that detail the final software configuration of the system shall be provided.

c. The bidder shall provide a detailed schematic of the hardware layout of the system, including cabinets, shelves, circuit cards, connector cables, etc.

d. The bidder shall provide a complete set of user guides and/or user manuals, in hard copy format, for all types of peripheral devices available with the system, including but not limited to consoles, telephones, and voice mail systems.

e. System documentation requirements refer to information that is to be provided after a system has been installed.

I. Client References

Bidder shall provide the names of three (3) companies where they have installed the telephone system being proposed using the client reference form, APPENDIX B. (NOTE: References should be companies with a majority of the telephone system components being proposed in this bid specification response.)

EQUIPMENT LIST

Bidders shall provide in the space provided **a detailed description (not just bidder part numbers) of all equipment and components to be provided with this telephone system,** e.g. telephones, station cards, line cards for CO lines, etc. Bidders may use additional sheets if necessary.

Model	Description	Quantity
	BASE UNIT	
IX-CML	ADIX APS Command Module	1
	(88 ports, 5 slots)	
IX-PWSM	ADIX APS Medium Power Supply	1
	with Battery Backup Interface	
IX-CPUP/HW	System CPU/Highway Card	1
IX-CPU20/MEM-M	CPU/Memory/System Software	1
IX-408	4CITK, 8 Station Card	1
	ADD TO BASE UNIT FOR 12/3/1	
IX-408	4CITK, 8 Station Card	1
	ADD TO BASE UNIT FOR 16/4/1	
IX-408	4 CITK, 8 Station Card	1
	ADD TO BASE UNIT FOR 20/5/1	
IX-408	4 CITK, 8 Station Card	2
	ADD TO BASE UNIT FOR 24/6/1	
IX-408	4 CITK, 8 Station Card	2

EQUIPMENT LIST

Bidders shall provide in the space provided **a detailed description (not just bidder part numbers) of all equipment and components to be provided with this telephone system,** e.g. telephones, station cards, line cards for CO lines, etc. Bidders may use additional sheets if necessary.

Model	Description	Quantity
	ADD TO BASE UNIT FOR 28/7/1	
IX-408	4 CITK, 8 Station Card	1
IX-16PSUB	Contains 16 Circuits for	1
	Digital Stations	
	ADD TO BASE UNIT FOR 32/8/1	
IX-408	4 CITK, 8 Station Card	1
IX-16PSUB	Contains 16 Circuits for	1
	Digital Stations	
	ADD TO BASE UNIT FOR 36/9/1	
IX-408	4 CITK, 8 Station Card	2
IX-16PSUB	Contains 16 Circuits for	1
	Digital Stations	
	ADD TO BASE UNIT FOR 40/10/1	
IX-408	4 CITK, 8 Station Card	2
IX-16PSUB	Contains 16 Circuits for	1
	Digital Stations	

EQUIPMENT LIST

Bidders shall provide in the space provided **a detailed description (not just bidder part numbers) of all equipment and components to be provided with this telephone system,** e.g. telephones, station cards, line cards for CO lines, etc. Bidders may use additional sheets if necessary.

Model	Description	Quantity
	ADD TO BASE UNIT FOR 44/11/1	
IX-408	4 CITK, 8 Station Card	2
IX-16PSUB	Contains 16 Circuits for	1
	Digital Stations	
IX-8PSUB-1	Contains 8 Circuits for	1
	Digital Stations	
IX-EXPML1	ADIX APS Expansion Module	1
IX-PWSL	ADIX APS Large Power Supply	1
	with Battery Backup Interface	
Expansion Cable	Expansion Cable	1
	ADD TO BASE UNIT FOR 48/12/1	
IX-408	4 CITK, 8 Station Card	2
IX-16PSUB	Contains 16 Circuits for	1
	Digital Stations	
IX-8PSUB-1	Contains Eight Circuits for	1
	Digital Stations	
IX-EMPL1	ADIX APS Expansion Module	1
IX-PWSL	ADIX APS Large Power Supply	1
	with Battery Backup Interface	
Expansion Cable	Expansion Cable	1

EQUIPMENT LIST

Bidders shall provide in the space provided **a detailed description (not just bidder part numbers) of all equipment and components to be provided with this telephone system,** e.g. telephones, station cards, line cards for CO lines, etc. Bidders may use additional sheets if necessary.

Model	Description	Quantity
	PHONES - 10 BUTTON	
IX-12KTD-3	12 Button Multi-Line Phone	N/A
	w/Speakerphone & Display	
	PHONES - 20 BUTTON	
IX-12KTD-3	12 Button Multi-Line Phone	N/A
	w/Speakerphone & Display	
IX-12ELK-3	12 Button Expansion Module	N/A
	PHONES - ANALOG	
IX-AEGIS-P	Single Line Telephone	N/A
	PHONES - DSS 24 & 48	
IX-DSS-3	ADIX Direct Station Select. Unit	N/A
	GROUNDING	
	Grounding Wire and Clamp	N/A
	UPS BATTERY BACKUP	
ADIX APS 2 HOUR	Provides 2 hours of Battery	1/system
	Backup	

EQUIPMENT LIST

Bidders shall provide in the space provided **a detailed description (not just bidder part numbers) of all equipment and components to be provided with this telephone system,** e.g. telephones, station cards, line cards for CO lines, etc. Bidders may use additional sheets if necessary.

Model	Description	Quantity
	VOICE MAIL-2 and 4 Port	
IX-4VML	4 Port Voice Mail with AA &	1
	8 hrs of Storage	
CPU	Desktop Computer with Monitor	1
	and Keyboard	
	VOICE MAIL-AUTO ATTENDANT -8	
IX-4VML	4 Port Voice Mail with AA &	1
	8 hrs of Storage	
IX-4EVML	4 Port Expansion Module	1
CPU	Desktop Computer with Monitor	1
	and Keyboard	
	CALL ACCOUNTING	
AccuCall Pro	AccuCall Call Accounting	1
	Software	
CPU	Desktop Computer with Monitor	1/system
	and Keyboard	
	POWER FAILURE CABLING & WAO	
	Power Failure Cabling & WAO	1/system

PRICE SCHEDULE – The intent of the applicable equipment list and price schedule is to obtain a "per unit" price of each component that will make up the hybrid system that is being proposed. The "per unit" price will allow the agency purchasing the system to not only configure a new system to meet their size requirements, but also to determine the cost of the system.

Bidders shall complete the following: (NOTE: If there are additional component parts that need to be included in the price schedule, bidder shall add them.)

A. **Price Schedule**

Base Unit Telephone System Price $ 1332.50
(Example: Total System Unit Cost = Base Unit + 24/6/2 Model)

Please place a price by each of the following systems:

Total System Unit Cost for the 12/3/1 Model $ 1740.00
Total System Unit Cost for the 16/4/1 Model $ 1740.00
Total System Unit Cost for the 20/5/2 Model $ 2148.00
Total System Unit Cost for the 24/6/2 Model $ 2148.00
Total System Unit Cost for the 28/7/2 Model $ 2470.00
Total System Unit Cost for the 32/8/2 Model $ 2470.00
Total System Unit Cost for the 36/9/3 Model $ 2875.00
Total System Unit Cost for the 40/10/3 Model $ 2875.00
Total System Unit Cost for the 44/11/3 Model $ 4905.00
Total System Unit Cost for the 48/12/3 Model $ 4905.00

Telephone System User Training Price $ 84.00/2 classes/10 people per class
10 Button Electronic Telephone Set Price $ 187.90
10 Button Electronic Telephone Set Installation Price $ 22.50
20 Button Electronic Telephone Set Price $ 201.25
20 Button Electronic Telephone Set Installation Price $ 22.50
Analog 2500 Set (or equivalent) Price $ 224.70
Analog 2500 Set (or equivalent) Installation Price $ 22.50
DSS/BLF (24 station capacity) Price $ 385.00
DSS/BLF (24 station capacity) Installation Price $ 22.50
DSS/BLF (48 station capacity) Price $ 385.00
DSS/BLF (48 station capacity) Installation Price $ 165.00
Grounding of Telephone System Price $ 25.00
Grounding of Telephone System Installation Price $ 25.00
Direct Inward Dial (DID) Card $ incl. in Base Price
(Bidder shall specify whether this is a 4 or 8 port Card)
DID Card Installation Price $ incl. in Base Price
Caller ID Card $ incl. in Base Price
Caller ID Card Installation Price $ incl. in Base Price

B. **Optional Telecommunications Equipment Price Schedule**

2 Port Voice Mail/Automated Attendant System Price	$ 2000.00
2 Port Voice Mail/Automated Attendant System Installation Price	$ 435.00 + 5.00/user
4 Port Voice Mail/Automated Attendant System Price	$ 2000.00
4 Port Voice Mail/Automated Attendant System Installation Price	$ 435.00 + 5.00/user
8 Port Voice Mail/Automated Attendant System Price	$ 4587.00
8 Port Voice Mail/Automated Attendant System Installation Price	$ 435.00 + 5.00/user
Voice Mail/Automated Attendant System User Training Price	$ 84.00/2 classes/10users per class
Voice Mail/Automated Attendant System Administration Training Price	$ 200.00
UPS Price	$ 74.80
UPS Installation Price	$ 45.00
Call Accounting System Price	$ 1568.00
Call Accounting System Installation Price	$ 180.00
Call Accounting System Administration Training Price	$ 200.00
Power Failure Cabling & WAO Price	$ 20.00
Power Failure Cabling & WAO Installation Price	$ 20.00

C. **Optional Ancillary/Peripheral Equipment Price Schedule**

AC Power TVSS Price	$ 55.00
AC Power TVSS Installation Price	$ 25.00
Porta Systems Model 504PXACD (with 6 Delta Modules) Price	$ 173.75
Porta Systems Model 504PXACD (with 6 Delta Modules) Installation Price	$ 25.00
Porta Systems Model 504PX210D (with 10 Delta Modules) Price	$ 157.50
Porta Systems Model 504PX210D (with 10 Delta Modules) Installation Price	$ 25.00
Porta Systems Model 504PX225D (with 25 Delta Modules) Price	$ 380.00
Porta Systems Model 504PX225D (with 25 Delta Modules) Installation Price	$ 25.00

C. **Optional Ancillary/Peripheral Equipment Price Schedule (continued)**

Fire Retardant Plywood Backboard Price	$ 42.00
Fire Retardant Plywood Backboard Installation Price	$ 50.00
Plywood Backboard Price	$ 30.00
Plywood Backboard Installation Price	$ 50.00
Headset/Starset (monaural only) Price	$ 150.00
Headset/Starset Installation Price	$ 22.50

D. **Optional Horizontal Cabling Price Schedule**

Non-plenum Category 5e Cabling – T&M Rate (per foot)	$ 0.75/ft
Plenum Category 5e Cabling – T&M Rate (per foot)	$ 0.95/ft
Non-plenum Category 5 Cabling – T&M Rate (per foot)	$ 0.68/ft
Plenum Category 5 Cabling – T&M Rate (per foot)	$ 0.90/ft
Non-plenum Category 3 Cabling – T&M Rate (per foot)	$ 0.65/ft
Plenum Category 3 Cabling – T&M Rate (per foot)	$ 0.71/ft

E. **Optional Vertical (Backbone) Cabling Price Schedule**

Non-plenum Category 5, 25 pair Cabling – T&M Rate (per foot)	$ 2.78/ft
Plenum Category 5, 25 pair Cabling – T&M Rate (per foot)	$ 6.75/ft
Non-plenum Category 3, 25 pair Cabling – T&M Rate (per foot)	$ 1.60/ft
Plenum Category 3, 25 pair Cabling – T&M Rate (per foot)	$ 3.88/ft
Non-plenum Category 3, 50 pair Cabling – T&M Rate (per foot)	$ 3.20/ft
Plenum Category 3, 50 pair Cabling – T&M Rate (per foot)	$ 11.64/ft
Non-plenum Category 3, 100 pair Cabling – T&M Rate (per foot)	$ 9.60/ft
Plenum Category 3, 100 pair Cabling – T&M Rate (per foot)	$ 33.50/ft

F. **Optional Patch Panel Price Schedule**

Category 3, 12 port Patch Panel Price	$ 138.00
Category 3, 12 port Patch Panel Installation Price	$ 15.00
Category 5, 12 port Patch Panel Price	$ 138.00
Category 5, 12 port Patch Panel Installation Price	$ 15.00
Category 5e, 12 port Patch Panel Price	$ 174.00
Category 5e, 12 port Patch Panel Installation Price	$ 15.00
Category 3, 24 port Patch Panel Price	$ 145.00
Category 3, 24 port Patch Panel Installation Price	$ 15.00
Category 5, 24 port Patch Panel Price	$ 162.00
Category 5, 24 port Patch Panel Installation Price	$ 15.00
Category 5e, 24 port Patch Panel Price	$ 210.00
Category 5e, 24 port Patch Panel Installation Price	$ 15.00
Category 3, 48 port Patch Panel Price	$ 275.00
Category 3, 48 port Patch Panel Installation Price	$ 15.00
Category 5, 48 port Patch Panel Price	$ 344.00
Category 5, 48 port Patch Panel Installation Price	$ 15.00
Category 5e, 48 port Patch Panel Price	$ 354.00
Category 5e, 48 port Patch Panel Installation Price	$ 15.00
Category 3, 96 port Patch Panel Price	$ 550.00
Category 3, 96 port Patch Panel Installation Price	$ 15.00
Category 5, 96 port Patch Panel Price	$ 625.00
Category 5, 96 port Patch Panel Installation Price	$ 15.00
Category 5e, 96 port Patch Panel Price	$ 708.00
Category 5e, 96 port Patch Panel Installation Price	$ 15.00

G. **Telephone System Installation, Moves, Adds, and Changes (MACs) Price Schedule**

Time & Materials Hourly Rate to Perform Telephone Systems Installation, MACs, etc. (per hour)

$ 75.00

H. **Post Warranty Full-Service On-Site Maintenance** – Bidder shall quote, on a per station cost basis, the price to provide full service maintenance on any installed telecommunications system. This cost shall include all travel, labor, materials, and transportation costs to repair and/or replace all parts and materials and rendering of technical services as required to maintain the system in its proper operating condition. As an example, to annualize this per station maintenance cost, the Commonwealth will multiply the applicable number of working stations by the "bidder provided cost per station" and then multiply by 12.

Per Station Full-Service Maintenance Cost - $ 3.00

NOTE: Each agency will decide if they want a full-service maintenance contract or if they will use "time and materials" or some other maintenance arrangement.

I. Bidders shall list the following:

(1) Equipment Manufacturer
Iwatsu America

(2) Model Number
ADIX - APS

(3) Switch or KSU ringer equivalency number
0.5B

(4) FCC Registration Number
BD6MLA-21246-PF-E

Appendix C:
List of Locations for which On-site Support will be Provided by Bidder

FIPS	Location	Check the Locations which meet both criteria: 1) Locations within 150 Miles of bidder's field office and 2) Locations in which bidder agrees to provide on-site support and installation services
001	Accomack	79 miles from Chesapeake, VA
003	Albemarle	91 miles from Manassas, VA
005	Alleghany	84 miles from Salem, VA
007	Amelia	135 miles from Salem, VA
009	Amherst	117 miles from Richmond, VA
011	Appomattox	92 miles from Richmond, VA
013	Arlington	26 miles from Manassas, VA
015	Augusta	77 miles from Edinburg, VA
017	Bath	73 miles from Salem, VA
019	Bedford	38 miles from Salem, VA
021	Bland	79 miles from Salem, VA
023	Botetourt	14 miles from Salem, VA
025	Brunswick	82 miles from Richmond, VA
027	Buchanan	28 miles from Salem, VA
029	Buckingham	69 miles from Richmond, VA
031	Campbell	66 miles from Richmond, VA
033	Caroline	31 miles from Richmond, VA
035	Carroll	78 miles from Salem, VA
036	Charles City	35 miles from Richmond, VA
037	Charlotte	76 miles from Richmond, VA
041	Chesterfield	18 miles from Richmond, VA
043	Clarke	12 miles from Winchester, VA
045	Craig	64 miles from Salem, VA
047	Culpeper	46 miles from Manassas, VA
049	Cumberland	49 miles from Richmond, VA
051	Dickenson	147 miles from Salem, VA
053	Dinwiddie	42 miles from Richmond, VA
057	Essex	46 miles from Richmond, VA
059	Fairfax Co.	17 miles from Manassas, VA
061	Fauquier	23 miles from Manassas, VA
063	Floyd	45 miles from Salem, VA
065	Fluvanna	55 miles from Richmond, VA
067	Franklin Co.	31 miles from Salem, VA
069	Frederick	38 miles from Edinburg, VA
071	Giles	59 miles from Salem, VA
073	Gloucester	64 miles from Richmond, VA
075	Goochland	30 miles from Richmond, VA
077	Grayson	77 miles from Salem, VA
079	Greene	84 miles from Richmond, VA
081	Greensville	87 miles from Chesapeake, VA
083	Halifax	112 miles from Richmond, VA
085	Hanover	18 miles from Richmond, VA
087	Henrico	113 miles from Richmond, VA
089	Henry	46 miles from Salem, VA
091	Highland	48 miles from Salem, VA
093	Isle of Wight	39 miles from Chesapeake, VA
095	James City	58 miles from Richmond, VA
097	King & Queen	41 miles from Richmond, VA
099	King George	63 miles from Manassas, VA
101	King William	32 miles from Richmond, VA
103	Lancaster	76 miles from Richmond, VA
105	Lee	25 miles from Richmond, VA
107	Loudoun	31 miles from Manassas, VA
109	Louisa	52 miles from Richmond, VA
111	Lunenburg	75 miles from Richmond, VA

113	Madison	63 miles from Manassas, VA
115	Mathews	65 miles from Chesapeake, VA
117	Mecklenburg	109 miles from Richmond, VA
119	Middlesex	65 miles from Chesapeake, VA
121	Montgomery	24 miles from Salem, VA
125	Nelson	119 miles from Richmond, VA
127	New Kent	30 miles from Richmond, VA
131	Northampton	25 miles from Chesapeake, VA
133	Northumberland	66 miles from Chesapeake, VA
135	Nottoway	60 miles from Richmond, VA
137	Orange	64 miles from Manassas, VA
139	Page	29 miles from Edinburg, VA
141	Patrick	76 miles from Salem, VA
143	Pittsylvania	69 miles from Salem, VA
145	Powhatan	30 miles from Richmond, VA
147	Prince Edward	60 miles from Richmond, VA
149	Prince George	33 miles from Richmond, VA
153	Prince William	0 miles from Manassas, VA
155	Pulaski	49 miles from Salem, VA
157	Rappahannock	63 miles from Manassas, VA
159	Richmond Co.	0 miles from Richmond, VA
161	Roanoke Co.	10 miles from Salem, VA
163	Rockbridge	64 miles from Edinburg, VA
165	Rockingham	65 miles from Edinburg, VA
167	Russell	92 miles from Johnson City, TN
169	Scott	45 miles from Johnson City, TN
171	Shenandoah	33 miles from Edinburg, VA
173	Smyth	129 miles from Salem, VA
175	Southampton	53 miles from Chesapeake, VA
177	Spotsylvania	52 miles from Richmond, VA
179	Stafford	34 miles from Manassas, VA
181	Surry	54 miles from Richmond, VA
183	Sussex	53 miles from Richmond, VA
185	Tazewell	121 miles from Salem, VA
187	Warren	85 miles from Richmond, VA
191	Washington	44 miles from Manassas, VA
193	Westmoreland	70 miles from Richmond, VA
195	Wise	55 miles from Johnson City, TN
197	Wythe	78 miles from Salem, VA
199	York	39 miles from Chesapeake, VA
510	Alexandria	38 miles from Manassas, VA
515	Bedford	38 miles from Salem, VA
520	Bristol	138 miles from Salem, VA
530	Buena Vista	75 miles from Salem, VA
540	Charlottesville	69 miles from Richmond, VA
550	Chesapeake	0 miles from Chesapeake, VA
560	Clifton Forge	48 miles from Salem, VA
570	Colonial Heights	25 miles from Richmond, VA
580	Covington	61 miles from Salem, VA
590	Danville	92 miles from Salem, VA
595	Emporia	67 miles from Richmond, VA
600	Fairfax	19 miles from Manassas, VA
610	Falls Church	27 miles from Manassas, VA
620	Franklin	87 miles from Richmond, VA
630	Fredericksburg	43 miles from Manassas, VA
640	Galax	86 miles from Salem, VA
650	Hampton	20 miles from Chesapeake, VA
660	Harrisonburg	33 miles from Edinburg, VA
670	Hopewell	23 miles from Richmond, VA
678	Lexington	53 miles from Salem, VA
680	Lynchburg	66 miles from Salem, VA

683	Manassas	0 miles from Manassas, VA
685	Manassas Park	5 miles from Manassas, VA
690	Martinsville	56 miles from Salem, VA
700	Newport News	26 miles from Chesapeake, VA
710	Norfolk	10 miles from Chesapeake, VA
720	Norton	69 miles from Johnson City, TN
730	Petersburg	25 miles from Richmond, VA
735	Poquoson	76 miles from Richmond, VA
740	Portsmouth	15 miles from Chesapeake, VA
750	Radford	38 miles from Salem, VA
760	Richmond	0 miles from Richmond, VA
770	Roanoke	11 miles from Salem, VA
775	Salem	0 miles from Salem, VA
790	Staunton	85 miles from Salem, VA
800	Suffolk	30 miles from Chesapeake, VA
810	Virginia Beach	25 miles from Chesapeake, VA
820	Waynesboro	66 miles from Edinburg, VA
830	Williamsburg	53 miles from Richmond, VA
840	Winchester	37 miles from Edinburg, VA

SOLICITATION INSTRUCTIONS
REV. 03/01/02

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) #02-045

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 Contract for the use by State Agencies, Institutions and other Public Bodies, as defined in Section 2.2-4301. *Definitions* of the Virginia Public Procurement Act (VPPA), as amended, and hereinafter referred to as "Authorized Users", to acquire digital hybrid telephone systems or digital multifunctional telephone systems ("Systems") and components, consisting of equipment and hardware ("Equipment"), software/firmware and microcode ("Software"), and warranty, installation, maintenance and Time & Material (T&M) hourly maintenance ("Services") from the Contractor identified in block #9, page 1 of the Solicitation, hereinafter referred to as "Contractor." "System" shall mean the working combination of all Equipment and Software.

Before ordering Systems or Equipment, Authorized Users are to obtain price quotes from Contractor for "Installation Services", based on the T&M Rates and Services delineated herein. On any Order for Systems or Equipment, an Authorized User shall indicate or identify the installation dates, and the exact T&M costs, based upon the Contractor's quote at the Contract T&M Rate.

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, 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 or Authorized Users 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 (IFB) 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 or authorized user 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 Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. 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 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 Systems, Equipment, Software and Services conform to the specifications.

15. ASSIGNMENT OF CONTRACT

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

16. CHANGES TO THE CONTRACT

Changes can be made to the Contract in any of the following ways:

a. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.

b. The Purchasing Agency may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the Contract include, but are not limited to, things such as Services to be performed, method of packing or shipment, and place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

1) By mutual agreement between the parties in writing; or

2) By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor, as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia Vendors Manual. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the Contract generally.

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 the order number, commodity description, and quantity.

21. INSURANCE

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

INSURANCE COVERAGES AND LIMITS REQUIRED:

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, 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.

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. 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. 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 the State is sent or given, an Authorized User may immediately procure the items from another source. Once an Authorized User has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act) the parties agree that the Authorized User may charge-back the Contractor, in which case the Contractor agrees to reimburse the Authorized User for any difference in cost between the original Contract price and the Authorized User's cost to cover from the alternate source. In no event shall the Authorized User, or the Commonwealth, be held to pay 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 an Authorized User or the Commonwealth may have under this Agreement and the laws of the Commonwealth of Virginia.

27. 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 there under.

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

28. CONTRACTUAL RECORDS

Contractor shall make all contractual books, records and other documents relating to matters under Contract available to the Commonwealth and its designated agents for purposes of audit and examination for a period of five (5) years after final payment.

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

29. PRICE PROTECTION/ADJUSTMENTS

The State or Authorized User 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.

Price increases for any category shall not be considered until after the initial two (2) year term, and only upon written request to the Contracts Manager, DIT. All increases will be governed by the CPI-W index entitled "Other Services". The percentage increase shall not exceed the above index's most recent percentage available to the Commonwealth as published by the Bureau of Labor Statistic's, Philadelphia Office.

30. MOST FAVORED CUSTOMER AND PRICE PROTECTION

The Commonwealth or any Authorized User shall not pay any costs above those specified in this Agreement or set forth on any Order or Attachment referencing this Agreement. The Contractor agrees and warrants that for all products pursuant to this Contract, the prices are, and will continue to be at or below any prices offered to any other "Authorized User" as defined herein.

If for any reason, during the term of this Agreement, and any renewals thereof, the Contractor enters into an Agreement with any "Authorized User", as defined herein, for the same Systems, Equipment or Services offered under this Agreement that results in a price less than that provided under this Agreement, then the Commonwealth and any Authorized User shall receive an equivalent reduction in price for such Systems, Equipment or Services delivered to all Authorized Users under this Agreement from the date that the Contractor provided the lower price to the Authorized User. In the event the Commonwealth becomes aware of an Authorized User, who has received such lower prices, during the Term of this Agreement, DIT will notify the Contractor of such prices for such Systems, Equipment or Services and elect to make the more favorable prices applicable to the Commonwealth and the Authorized Users of this Contract, from the date those prices were available to the Authorized User.

31. CREDITS

Credits that are due to the State or Authorized User under the terms of this Contract may be applied against Contractor's invoices with appropriate information attached.

32. BREACH

The Contractor shall be deemed in breach of this Agreement if the Contractor (a) fails to make any Product or Service ready for acceptance testing by the specified delivery date; (b) repeatedly fails to respond to requests for maintenance or other required service within the time limits set forth in this Agreement; (c) fails to comply with any

other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or (d) fails to provide a written response to the Commonwealth's Show Cause Notice within ten days after receiving same.

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

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

33. 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.

34. PATENT/COPYRIGHT PROTECTION

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

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.2-510 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.

35. NON-APPROPRIATION

All funds for payment of Systems, Equipment, Software or Services ordered under this Contract by a State Agency and Institution is 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, or any individual Order, for those Systems, Equipment, Software 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, then the Commonwealth may terminate this Contract, or an Authorized User may terminate any individual Order dependent on such federal funds without further obligation. In this event, a written notice will be provided to the Contractor as soon as possible after such notification is received by an Ordering entity.

36. HEADINGS NOT CONTROLLING

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

37. ENTIRE AGREEMENT

This Contract, the solicitation, bid response, solicitation instructions and all Systems, Equipment, Software or Services 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 Systems,

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, institution, or other Authorized User for Systems, Equipment, Software or Services acquired under this Contract unless signed by the Contracts Manager, DIT, or his designee.

38. TITLE TO EQUIPMENT

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

39. INVENTIONS AND COPYRIGHTS

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.

40. 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.

41. TERM

This Agreement shall commence on the date of its final execution by both parties, and continue in full force and effect for two (2) years thereafter. At the Commonwealth's sole discretion, this Agreement may be extended for three (3) additional one (1) year periods. The Commonwealth will issue a written notice to Contractor at least thirty (30) days in advance, for any renewal period after the initial two (2) year Term.

42. 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.

43. 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 Equipment or Services required by this Contract or (b) the vendor shall repeatedly fail to respond to requests for Warranty/ 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, an Authorized User shall only be liable for the costs incurred to the date of termination. All costs of de-installation and return of Equipment from an Authorized User's premises will be at Contractor'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.

44. TYPE CONTRACT

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

45. ORDERS

Authorized ordering officials representing the "Authorized Users" of this Contract may order Systems, Equipment, Software and/or Services from this Contract by one of the following Order methods:

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

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

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

D. Charge/Credit Card:
   1) Any order/payment transaction processed through the Commonwealth's contract with American Express (AMEX). Each 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, such as AMEX, MASTERCARD, or VISA, under contract for use by an Authorized User.

This ordering authority is limited to issuing Orders for Systems, Equipment, Software or Services that are 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.

46. TERMINATION FOR CONVENIENCE OF INDIVIDUAL ORDER

Any individual Order that is 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.

47. DELIVERY AND STORAGE

It shall be the responsibility of the Contractor during installation to make all arrangements for delivery, unloading, receiving and storing materials. The Authorized User will not assume any responsibility for storage of shipments. Contractor shall check with Authorized User and make necessary arrangements for security and storage space in the building during installation.

48. DELIVERY NOTIFICATION

Contractor shall notify the Authorized User forty-eight (48) hours before the delivery of any items, so that the Authorized User's staff may be made available to allow access to the building, and verify items received, if appropriate. Notification shall be made to the Authorized User's point-of-contact, delineated in the individual Order.

49. INSTALLATION RESPONSIBILITY

In this Contract, "delivery" does not include installation. It is the Authorized User's responsibility to obtain from Contractor a T&M installation quote, at the Contract rate, before placing an Equipment Order. The Authorized User shall then indicate or identify the Installation Time Table, exact T&M cost, at Contract rate, etc. for any Order placed for Systems or Equipment. Installation is to include unpacking, positioning and connection of all Systems and Equipment with internal utility services, ready for Acceptance testing. All Equipment installations shall comply with building and facilities standards established by the Commonwealth, and the local authorities where work is to be performed.

50. INSTALLATION DATES

Upon receipt of Order, Contractor shall install requested Systems Equipment, Software, or Services ready for testing, with all Systems Documentation and required Training completed by the Required Delivery Date (RDD) specified in any executed Attachment or Order referencing this Contract.

Any amendment by The Authorized User to an Order issued pursuant to this Contract may require the establishment of a new mutually agreed to RDD. The Authorized User may postpone the RDD by notifying Contractor at least ten (10) days before the RDD; however, the RDD may not be postponed by more than thirty (30) calendar days.

If the Systems, Equipment, Software, or Services are not delivered/installed within the time specified in the Order, then An Authorized User, at their sole discretion, reserves

the right to cancel the Order and/or terminate the Order for default, without further obligation.

Contractors are cautioned that failure to deliver and install proposed Equipment as stated in response to an Order 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.

Neither the Contractor nor any Authorized User shall be responsible for any delay 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.

51. CONTRACTOR LICENSING

If any Order for construction, removal, repair or improvement of a building or other real property is for seventy thousand dollars ($70,000) or more, or if the total value of all such Orders undertaken by a Contractor within any twelve (12) month period is for five hundred thousand dollars ($500,000) or more, then Contractor is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed as a "CLASS A CONTRACTOR" by the State Board of Contractors. If such an Order is for seventy five hundred dollars ($7,500) or more, but less than seventy thousand dollars ($70,000), (one thousand dollars [$1,000] for electrical, plumbing and HVAC work), then Contractor is required to be licensed as a "CLASS B CONTRACTOR." If such an Order is for one thousand dollars ($1,000) or more, but less than seventy five hundred dollars ($7,500), and is not for electrical, plumbing and HVAC work, then Contractor is required to be licensed as a "CLASS C CONTRACTOR." Specific licensing instructions are available online at the Department of Professional and Occupational Regulation, State Board for Contractors at http://www.state.va.us/dpor.

52. SITE PREPARATION

Equipment environmental specifications, if required, for the Systems and Equipment to be delivered under this Contract shall be furnished in writing by the Contractor upon award. These specifications shall be in such detail to ensure that the Systems or Equipment to be installed shall operate efficiently from the point of view of environment.

The Authorized User shall prepare the site at its own expense and in accordance with the equipment environmental specifications provided by the Contractor.

53. CONTRACTOR ACCESS TO AUTHORIZED USER LOCATION/S

The Authorized User shall grant to Contractor personnel such access to the Authorized User's location as may be necessary or appropriate for the Contractor to perform its obligations under this Agreement, subject to all security issues. For any individual Authorized User 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. Contractor may at any time, for any Authorized User location, be required to undertake the execution and completion for each individual

employee, the requirement of the submission of additional forms that the Authorized User would consider reasonable for security measures. These forms may include the individual employee's agreement that all Authorized User information that is garnered while at the Authorized User's site is confidential and proprietary. Any unauthorized release of proprietary information by the Contractor or the Contractor's employees shall constitute a breach of this Agreement.

54. ACCEPTANCE, TESTING AND COMPLIANCE WITH SPECIFICATIONS

All materials, Systems, Equipment, Software and 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, Required Performance Level, or other Contract requirements as delineated herein may be rejected. Authorized User shall have thirty (30) days from the completion of delivery/installation by the Contractor (or thirty [30] days after delivery if installed by an Authorized User) to test, evaluate and accept the materials, Systems, Equipment, Software and 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, Systems, Equipment, Software or Services fail to meet the Contract specifications, Required Performance Level, or other requirements, including the specifications of the brand name (see paragraph 4 of the Solicitation Instructions), or those required by the Contractor's own technical documentation, then the same may be rejected and returned to vendor. Such rejection will terminate the Order referencing this Contract, and exempt the Authorized User from all costs incurred by the Contractor. All "Acceptance Test" failures shall be reported to Contractor for return. Any instance not specifically identified to the Contractor within thirty (30) days shall be considered to have successfully passed the Acceptance Test.

Acceptance shall be effective for the purpose of determining title to that which is delivered and for making payment, however, acceptance by the State following testing and evaluation during the thirty (30) day period shall not be conclusive that the materials, Systems, 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, Systems, Equipment, Software or Services to the Contract specifications and other requirements, including but not limited to modification or replacement of the same. Contractor's failure to do so shall constitute breach of Contract for which the State or Authorized User 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.

55. COMMENCEMENT OF ACCEPTANCE TESTING

Systems or Equipment shall be considered ready for "Acceptance Testing" when the Contractor provides The Authorized User with documentation that a successful System audit or diagnostic test performed at the site has been completed, and which demonstrates to the Authorized User's satisfaction, that all Systems or Equipment meet

minimum design capabilities specified by the Contractor. If the Contractor certifies that Systems or Equipment are ready to begin Acceptance Testing prior to the scheduled installation/delivery date, then the Authorized User, at its option, may elect to test the Systems or Equipment and change the installation/delivery date accordingly.

56. REQUIRED PERFORMANCE LEVEL

To qualify for Acceptance, all Systems and Equipment must be delivered and installed, as delineated herein in the section entitled INSTALLATION DATES, and concurrently perform in accordance with the technical specifications and functional descriptions, as contained or referenced in this Agreement, calculated over a period twenty-four (24) hours a day, for thirty (30) consecutive calendar days, without failure. The Authorized User shall not pay for any charges, either beforehand or retroactively, associated with the Contractor's requirement to achieve this performance level.

Should it be necessary, The Authorized User may delay the start of the Acceptance period, but such a delay shall not exceed thirty (30) consecutive days from the date of receipt of Equipment.

57. ACCEPTANCE

Systems and Equipment shall be deemed Accepted on the first day after successful completion of the Acceptance period. Upon request, the Authorized User shall provide written confirmation of Acceptance. If any System or Equipment does not meet the Required Performance Level standard during the initial thirty (30) consecutive calendar days, then, at the Authorized User's sole discretion, the Acceptance period shall continue on a day-to-day basis until all Systems or Equipment concurrently meet the standard Required Performance Level for thirty (30) consecutive calendar days. If the standard of performance has not been met after thirty (30) calendar days have elapsed from the start of the Acceptance period, then the Commonwealth may require a replacement to be provided or may avail itself of the remedies for breach.

The Authorized User shall maintain all daily records deemed necessary or appropriate in order to document the required standard of performance during the Acceptance period, and such records shall be conclusive for purposes of determining Acceptance.

58. RISK OF LOSS OR DAMAGE

Contractor shall have the risk of loss or damage to all Equipment until clear and unrestricted title to such Equipment is transferred to the Commonwealth or any Authorized User.

59. NEW EQUIPMENT/SOFTWARE AND SUBSTITUTE EQUIPMENT

All Equipment furnished under this Contract shall be new Equipment and in current production. All Software provided under this Contract shall be the latest version available to the public as of the due date of this solicitation.

During the term of this Contract, the Contractor is not authorized to substitute any item for that Equipment or Software identified in the Schedule without the written permission of the Director, Acquisition Services Division, DIT. Violation of this condition shall be considered grounds for termination of the Contract.

60. INSPECTION/LATENT DEFECTS

All Systems and Equipment are subject to inspection and testing, as delineated in "TESTING AND INSPECTION" and Equipment not meeting specifications may be rejected. Failure to reject, however, does not relieve the Contractor of liability for latent or hidden defects subsequently revealed when goods are used after Acceptance. If latent defects are found at any time during the term of this Agreement, the Contractor shall repair or replace the defective goods. This remedy shall be in addition to any other remedies or obligations under this Agreement or provided by law.

61. FIELD MODIFICATIONS AND/OR ENGINEERING CHANGES

Contractor sponsored modifications and/or engineering changes shall be made with the consent of an Authorized User at no additional charge for a period of one (1) year from the date of installation. The Authorized User 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 Authorized User.

62. 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 Authorized User shall conform to the Contractor's published specifications provided to the Authorized User at the time of Systems and Equipment delivery/installation. The Authorized User reserves the right to acquire such supplies from any contractor of its choice.

63. ON-SITE WARRANTY

ALL ON-SITE MAINTENANCE SHALL BE PROVIDED AS PER ON-SITE WARRANTY AS DELINEATED BELOW.

Contractor shall provide On-site Warranty Services (labor, parts and travel) and Remote Warranty Services necessary to keep Equipment in good operating condition and preserve its operating efficiency in accordance with its technical specifications for a period of two (2) years, or such greater period as may be provided in the Schedule, beginning on the date of Acceptance, at no cost to the Authorized User. Contractor shall act as the Authorized User's sole point-of-contact for all Equipment repaired under Onsite Warranty. Contractor shall provide all manufacturer-recommended preventative and scheduled routine maintenance Services on all Equipment at no additional cost to the Authorized User.

As used herein, Minor failures are defined as any failures that do not affect the overall operation of the System, and involve less than fifteen percent (15%) of all peripheral devices connected to the System. Major failures are defined as any failures that affect the overall operation of the System and/or involve fifteen percent (15%) or more of all peripheral devices connected to the System. Such failures shall include, but not be limited to:

- Attendant Console failure
- Inability to receive any incoming calls over System lines
- Inability to place any outgoing calls over System lines
- Inability to place any calls within System, or
- Failure of any peripheral device identified by the public body as "critical"

Before the expiration of the Onsite-Warranty period or Maintenance period, whenever Equipment is shipped for mechanical repair or replacement purposes, the Contractor will bear all costs associated with returning the Equipment to Contractor's repair facility. When repair of Equipment is completed, Contractor shall bear all costs associated with returning Equipment to The Authorized User's original point of shipment. Cost of shipping includes, but is not limited to, all costs of packing, transportation, rigging, drayage and insurance for damage or loss. Contractor shall repair Equipment or provide an interim replacement product, within seventy-two (72) hours of notification that a malfunction exists. Any interim product(s) will be provided at no additional cost to the Authorized User, until the original product is returned, in good working condition.

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

ALL SOFTWARE, FIRMWARE, AND MICROCODE SHALL BE CONSIDERED INTEGRAL COMPONENTS OF EQUIPMENT, AND CONTRACTOR SHALL RESPOND TO ALL REQUESTS FOR WARRANTY/MAINTENANCE SERVICE FOR ANY FAILURE.

64. CONTRACTOR'S WARRANTY/MAINTENANCE POINT-OF-CONTACT

Contractor shall provide a single designated point-of-contact and toll-free telephone number for contact purposes for the use by purchasing entities for Warranty/ Maintenance Service notification requirements. A unique identification number will be established by the Contractor to log, trace, and report such contacts by ordering entities for Contract Warranty service, with reports to be made available, upon request, to the Contracts Manager, DIT.

65. PRINCIPAL PERIOD OF MAINTENANCE (PPM)

All On-site and Remote Warranty Services for minor failures shall be provided during the Principal Period of Maintenance (PPM), hereby defined as 8 a.m. to 5 p.m. Monday through Friday, State holidays excluded.

All On-Site Warranty Services for major failures shall be provided during the PPM, hereby defined as twenty-four (24) hours a day, seven (7) days a week, three-hundred sixty-five (365) days a year (24/7/365), including all weekends and holidays.

The State may alter the PPM by requesting a change, in writing, thirty (30) days before the requested change in the PPM, and subject to the mutual agreement between both parties.

66. RESPONSE TIME

For minor failures, Contractor shall respond to acknowledge all requests for On-site Warranty Service within twenty-four (24) hours after notification by an Authorized User that a failure has occurred.

For major failures, Contractor shall provide an On-site response to all requests for On-Site Warranty Service within four (4) hours after notification by an Authorized User that a failure has occurred. Remote Warranty Service for major failures shall not be provided in lieu of On-Site Warranty Service, unless agreed to in advance by both the Contractor and the Authorized User at the time a major failure is reported. Contractor shall seek this agreement within one (1) hour after receiving notification of a failure. In the event an Authorized User does not agree to allow Remote Warranty Service, the requirement for a four (4) hour On-site response time will not be waived or extended.

67. ADDITIONAL PROVISIONS FOR MAINTENANCE SUPPORT

Prices for Maintenance listed in the price list include cost of labor, parts, factory overhaul, Software maintenance, rehabilitation, transportation and substitute Equipment as necessary to maintain 95% effective System performance. In instances where it is necessary for Contractor to return Equipment to the factory, the Contractor shall be responsible for all costs for the Equipment from the time it leaves an Authorized User's site, until it is returned to the Authorized User's site in good operating condition.

68. MAINTENANCE RESPONSIBILITIES

Upon expiration of the On-Site Warranty, as set forth herein under "ON-SITE WARRANTY", the Contractor shall provide an additional one (1) year period of On-site Maintenance (labor, parts and travel) at the prices identified in the Schedule, and shall maintain Equipment and Components in an effective operating condition. Maintenance Services shall not include electrical work external to the vendor's Equipment. It shall not include repair or damage resulting from accident; transportation by the Authorized User between The Authorized User's sites; negligence on the part of The Authorized User's personnel; or causes other than ordinary use in the production environment in which the Equipment is installed.

69. MAINTENANCE CONTINUITY

Contractor will provide required On-site and Remote Maintenance, Software Support, and Time & Materials (T&M) Hourly Maintenance Service, as defined in this Contract,

for a period not to exceed three (3) years subsequent to the On-site Warranty period of two (2) years. Such Services shall be provided in accordance with the Contractor's prices, set forth in the schedule, for a period of twelve (12) months. Increases for additional periods shall be effective on the anniversary date for each succeeding year.

For additional periods, 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 Authorized User shall be afforded the opportunity to renew the Services at the lowest price available to any other Authorized User.

70. MAINTENANCE RENEWAL

Maintenance under this Agreement shall be renewed at the sole option of the Authorized User. The Authorized User shall issue a written notification to the Contractor for each twelve (12) month period that Maintenance Services are required after the initial two (2) year Warranty period.

71. EQUIPMENT REPLACEMENT DURING WARRANTY/MAINTENANCE

If Equipment provided fails to perform in accordance with technical specifications and functional descriptions contained or referenced in this Agreement and is subject to warranty response three (3) or more times during any ninety (90) day period, then the Contractor shall, upon the Authorized User's request and sole discretion, replace the Equipment at no cost to the Authorized User. The replacement Equipment shall be delivered no later than fifteen (15) working days after the Authorized User's request is received by the Contractor.

72. REMEDIAL MAINTENANCE

Remedial Maintenance shall be performed after notification that the Equipment is inoperative. Contractor shall provide the Authorized User with a designated point-of-contact and for its maintenance personnel to receive such notification.

73. REPAIR PARTS

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

74. RECONDITIONING

Contractor stipulates that Equipment provided under this Agreement will not require reconditioning when such Equipment has been under Warranty or continuous Maintenance Agreement since the initial date of installation.

75. MALFUNCTION REPORTS

Contractor shall furnish a signed malfunction report to the Authorized User upon completion of each Warranty/Maintenance call. The report will list as a minimum all corrective action taken, parts used, and number of hours required to repair the Equipment.

76. SUPERINTENDENCE BY CONTRACTOR

Contractor shall have a competent foreman or superintendent, satisfactory to the Authorized User, on the job site at all times during progress of On-site work. Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of work under Contract except where otherwise specified in Contract documents, and for all safety and worker health programs and practices. Contractor shall notify The Authorized User in writing of any proposed change in superintendent before making such change.

Contractor shall, enforce strict discipline and order among the workers on any project, and shall not employ on the work site any unfit person, or anyone unskilled in the work assigned to him, or anyone who will not work in harmony with those employed by the Contractor, subcontractors, or The Authorized User, or the Authorized User's separate Contractors and their subcontractors.

The Authorized User may, in writing, require Contractor to remove from the work site any employee that The Authorized User deems incompetent, careless, unable to work in harmony on the site, or otherwise objectionable.

77. SERVICE REPORTS

Upon completion of any Maintenance call, Contractor shall provide The Authorized User with a signed service report that includes, at a minimum: a general statement as to the nature of the problem, the action taken, any materials or parts that were furnished or used, and the number of hours that was required to in order to complete the repairs.

78. WARRANTY OF MATERIALS AND WORKMANSHIP

Contractor warrants that, unless otherwise specified, all materials and Equipment incorporated in the work under the Contract shall be new, in first-class condition, and in accordance with the Contract documents. Contractor further warrants that all workmanship shall be of the highest quality and in accordance with Contract documents and shall be performed by persons qualified at their respective trades.

Work not conforming to these warranties shall be considered defective.

This warranty of materials and workmanship is separate and independent from, and in addition to, any of the Contractor's other guarantees or obligations in this Contract.

79. PRIME CONTRACTOR RESPONSIBILITIES

Contractor shall be responsible for completely supervising and directing any work under this Contract and all subcontractors that he may use, using his best skill and attention. Subcontractors who perform work under this Contract shall be responsible to the prime Contractor. Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors

80. PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE

Contractor agrees that all Software installed and used on Contractor's Assets contains information proprietary to the Authorized Users of this Contract or other third party Software vendors and that disclosure of such information could cause irreparable damage to the Commonwealth of Virginia and its citizens, or other to other Public Bodies and Authorized Users of this Contract.

Therefore, the Contractor agrees to hold all information and/or Software disclosed through the operation of this Agreement in the strictest confidence, as required by this Section, and to use such information only in the performance of this Contract. No information or Software used by the Commonwealth or any Authorized User, while at the Contractor's facilities shall be duplicated or furnished to others without the prior written consent of the Authorized User or DIT.

Contractor acknowledges that in the course of performing the Services hereunder that its personnel and subcontractors (if any) will have access to confidential and/or sensitive information about the business, operations, and employees of the Commonwealth, and other Authorized Users of this Contract. Therefore, the Contractor agrees that, except as directed by an Authorized User, the employees of the Contractor and their subcontractors shall not at any time during or after the term of this Agreement:

(a) Disclose any Confidential Information to any third party, or
(b) Permit any third party to examine and/or to make copies of any reports, documents or electronic data containing Confidential Information (whether prepared by Contractor, or come into the Contractor's possession or control by reason of the 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 the Authorized User, or at the Authorized User's request destroy, all reports, documents, electronic data and other matter that comes into the Contractor's possession or control, which contains or relates to Confidential Authorized User Information. The Contractor may disclose Confidential Information to such of its personnel as have a need therefore in the performance of their duties for the Authorized User, provided that the 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:

1) Contractor can demonstrate was in its possession prior to execution of this Agreement
2) Has become generally available in the public domain without breach of this Agreement
3) 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.

81. LICENSED SOFTWARE/FIRMWARE

For any software/firmware supplied as an integral component of the Equipment provided under this Agreement, the Contractor represents and warrants that it is the sole owner of each software/firmware Product or, if not the owner, has received all proper authorizations from the owner to license each software Product, and has the full right and power to grant the rights contained in this Agreement. Contractor further represents and warrants that neither the software Product nor its use will violate or infringe any patent, copyright, trade secret or other property right of any other person.

82. TERM OF LICENSE

For any software/firmware supplied as an integral component of the Equipment provided under this Contract, all licenses granted under this Agreement are purchased on a non-exclusive, irrevocable perpetual license basis, which shall commence upon the Acceptance of the software Product by the Authorized User. Notwithstanding the foregoing, the Authorized User may terminate the license at anytime. All licenses granted to the Authorized User are for the use of the software Product at the Authorized User's facilities at the sites identified in any executed Attachment or Order referencing this Agreement. This license is perpetual and in no event shall Contractor's remedies for any breach of this Agreement include the right to terminate any license or support services hereunder.

83. COMPLIANCE WITH FEDERAL LOBBYING ACT

a. Contractor shall not, in connection with this Agreement, engage in any activity prohibited by 31 U.S.C.A. Section 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Agreement, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

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

c. A representative of Contractor shall sign the certification attached as Attachment "A" 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.

84. CONTRACTOR'S REPORT OF SALES

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 (IFA), as delineated in paragraph entitled "Industrial Funding Adjustment". 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.

85. INDUSTRIAL FUNDING ADJUSTMENT

Contractor must pay DIT, an Industrial Funding Adjustment (IFA). Contractor must remit the IFA within thirty (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 Contract sales. Contractor shall remit the IFA together with a copy of the Contractor's Report of Sales as delineated in paragraph 52, above. The IFA reimburses the Commonwealth and defrays the costs for IT procurement and the administration of the subsequent awards. The IFA amount due must be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material. DIT may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DIT that validates agreement, then the payment shall be made by check as described herein made payable to the Controller, DIT.

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

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

86. NONVISUAL ACCESS TO TECHNOLOGY

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

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

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

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

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

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

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

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

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the Code of Virginia.

87. UNIVERSAL SERVICE FUND

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

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

88. LABOR RATE

For all T&M Hourly Rates quoted on schedule, herein, such rates shall include all labor, travel, lodging, meals, and any other incidental or necessary expenses required to provide Service.

89. PURCHASES OF MAINTENANCE

At the discretion of the Commonwealth or Authorized User, additional purchases may include Maintenance on any System purchased previously hereunder, as delineated in the Schedule, page 28, section entitled "Post Warranty Full-Service On-Site Maintenance," or other as appropriate.

ATTACHMENT "A"
TO
IFB 2002-045

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: NCAverill

Printed Name: NCAverill

Organization: VLink Solutions

Date: 6/13/02