Commonwealth of Virginia
Virginia Information Technologies Agency

ISDN (INTEGRATED SERVICES DIGITAL NETWORK) TERMINAL EQUIPMENT

OPTIONAL USE CONTRACT

Date:	July 25, 2006
Contract #:	VA-030306-CALL
Authorized User:	State Agencies and Other Public Bodies
Contractor:	Call One 8810 Astronaut Blvd. Cape Canaveral, FL 32920
FIN:	59-2866791
Contact Person:	Preston Bauman Phone: 800-749-3160 ext 125 Fax: 321-799-9222 psb@calloneonline.com
Term:	March 6, 2006 – March 5, 2007
Delivery:	14 days – without installation 30 days – with installation
FOB:	Destination
Payment Terms:	Net 30 days

For Additional Information, Please Contact:

Doug Leslie
Technology Procurement Engineer
Phone: 804-371-5213
E-Mail: doug.leslie@vita.virginia.gov
Fax: 804-371-5969

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

For updates, please visit our Website at http://www.vita.virginia.gov/procurement/contracts.cfm

VA-030306-CALL

CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	To add Vendor Fax number	03/24/03
2	To update VITA information	07/01/03
3	Mod 1 extends contract term	03/06/05
4	Mod 2 extends contract term	03/06/06

Lot #5 **PLANTRONICS TELEPHONE HEADSETS & AMPLIFIERS**

72	a. Plantronics H31, StarSet In-the-ear Headset	$ 52.97
	b. Annual Depot Post Warranty Maintenance	Included
73	a. Plantronics H171, DuoSet Over-the-ear Convertible Headset	57.78
	b. Annual Depot Post Warranty Maintenance	Included
74	a. Plantronics CS10 Cordless Telephone Headset System	160.50
	b. Annual Depot Post Warranty Maintenance	Included
75	a. Plantronics H141, DuoSet Over-the-ear Convertible Headset	43.87
	b. Annual Depot Post Warranty Maintenance	Included
76	a. Plantronics M12, Vista Universal Amplifier	63.30
	b. Annual Depot Post Warranty Maintenance	Included
77	a. Plantronics CA10, Cordless Telephone Headset Amplifier and Receiver Only	135.60
	b. Annual Depot Post Warranty Maintenance	Included
78	a. Plantronics HL10, Telephone Handset Lifter Accessory (for use with cordless systems)	42.25
	b. Annual Depot Post Warranty Maintenance	Included
79	a. Plantronics 46365-01, Replacement Battery for Cordless Headset Amplifiers/Systems	17.80
	b. Annual Depot Post Warranty Maintenance	Included

MODIFICATION #2
TO
CONTRACT NUMBER VA-030306-CALL
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
CALL ONE, INC.

This MODIFICATION #2 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and CALL ONE,INC., hereinafter referred to as "Contractor," relating to Contract VA-030306-VSSI dated March 6, 2003, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification #2 is hereby incorporated into and made an integral part of the Agreement.

The purpose of this Modification #2 is to document both parties' agreement to extend the term of the Agreement.

Reference: Page C-12 of C-26, Paragraph 37 entitled "Term":

The term of Contract VA-030206-CALL shall be extended from March 6, 2006 through March 5, 2007.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-030306-CALL and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

CALL ONE, INC	COMMONWEALTH OF VIRGINIA
BY: Donna Stromer	BY: Joe Parr
NAME: DONNA STROMER	NAME: Joe A. Parr
TITLE: VP FINANCE	TITLE: Acquisition Supervisor
DATE: 1/13/06	DATE: 1/20/06

MODIFICATION #1
TO
CONTRACT NUMBER VA-030306-CALL
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
CALL ONE, INC.

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and Call One, Inc., hereinafter referred to as "Contractor," relating to Contract VA-030306-CALL dated March 6, 2003, as amended, hereinafter referred to as the "Contract" or "Agreement." This Modification #1 is hereby incorporated into and made an integral part of the Agreement.

The purpose of this modification is to change the Commonwealth's contracting agency's name from DIT to VITA, and to extend the term of the contract for one (1) year.

Reference: Page C-5 of C-26, Paragraph 15 entitled "Modifications":

Both of the above referenced parties agree to the following:

A. Effective as of the date of execution of this Modification #1 by both above-referenced parties, all references made to "Department of Information Technology" or "DIT" shall refer to "Virginia Information Technologies Agency" or "VITA." Both parties agree that although the name of VITA has changed, from the name Department of Information Technology to Virginia Information Technologies Agency, all Contract duties and obligations of the Contractor and the Commonwealth have not changed.

B. **Reference:** Page C-12 of C-26, Paragraph 37 entitled "Term":

Both above referenced parties hereby agree to extend the term of Contract VA-030306-CALL as specified in the above reference from March 6, 2005 through March 5, 2006.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-030306-CALL and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

CALL ONE, INC.	COMMONWEALTH OF VIRGINIA
BY: Donna Stromer	BY: Joe A Parr
NAME: Donna Stromer	NAME: Joe A. Parr
TITLE: VP Finance	TITLE: Tech Contracts Manager
DATE: 2-24-05	DATE: 3/1/05

COMMONWEALTH OF VIRGINIA Department of Information Technology

SOLICITATION, OFFER AND AWARD DATA PROCESSING / TELECOMMICATIONS				FIN: 59-2866791	
1. Contract No:	2. IFB No:	3. Date Issued:	Date Due:	4. APR	5. Approval No:
VA-030306-CALL	2003-024	Jan 24, 2003	Feb 11, 2003	69	E173

For Information Call: David Butler (804) 371-5521

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 Info Technology ATTN: Stuart L. Thacker 110 S. 7th Street, First Floor Richmond, VA 23219

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 Feb 11, 2003.

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 17; (2) the solicitation instructions pages S-1 thru S-3; (3) The Contract Terms and Conditions page C-1 thru C-26; 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 Feb 11, 2003, 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: Call One, Inc. Address: 8810 Astronaut Blvd. City, State: Cape Canaveral, FL 32920 Signature: Berchet E. O'Daniel Name (Typed): Berchet E. O'Daniel Title: President Phone: 800-749-3160	Dept. of Info Technology ATTN: Accounts Payable, 3rd Floor 110 S. 7th Street Richmond, VA 23219

AWARD

11. Accepted as to Item Numbers:	12. Amount:	13. Award Date:
LOT 5	PER ORDER	March 6, 2003

14. Name of Contracting Officer:	15. COMMONWEALTH OF VIRGINIA	PAGES:
Jeff Davis Contracts Manager	By:	1 of 17

FORM 62 Rev. 12/15/2000

NAME OF CONTRACTOR	REQUIRED DELIVERY DATE:	INITIALS
Call One, Inc	(RDD) 30 DAYS ARO	

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, the following Brand name ISDN voice equipment or the equivalent. This equipment is broken down into Lots by Brand name and consists of one or more component parts, i.e. a. End item requested b. Installation c. Annual Depot Maintenance Bidders are required to respond to each part.				
	<u>Lot #1, Lucent</u>				
1.	a. Lucent Power Supply 1215A b. Installation c. Annual Depot Maintenance	1	ea.		
2.	a. Lucent NT1B-300, NT1, stand-alone or rack mount, for use with NT1B 310 rack-module or PR300 PoweRack series b. Installation c. Annual Depot Maintenance	1	ea.		
3.	a. Lucent PR300-24-U, PoweRack for 12 NT1B-300 NT1s and 24 terminals with 2.5 AmpHr battery (2 hour holdover) b. Installation c. Annual Depot Maintenance	1	ea.		
4.	a. Lucent PR300-48-U, PoweRack for 24 NT1B-300 NT1s and 48 terminals with 2.5 AmpHr battery (1 hour holdover) b. Installation c. Annual Depot Maintenance	1	ea.		
5.	a. Lucent PR300-72-U, PoweRack for 36 NT1B-300 NT1s and 72 terminals with 8 AmpHr battery (2 hour holdover) b. Installation c. Annual Depot Maintenance	1	ea.		

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NAME OF CONTRACTOR	REQUIRED DELIVERY DATE:	INITIALS BCO
Call One, Inc.	(RDD) 30 DAYS ARO	

ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE
6.	a. Lucent 300R-U, additional twelve position NT1 rack (fits on PR300-24 and PR300-72)	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
7.	a. Lucent PP300, PowerPack 300 auxillary power pack that increases the power capabilities of the PR300 by providing an additional 250 watts of capacity for load requirements that exceed the rated capacities of the PR300 series or PR96-E	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
8.	a. Lucent NT1P-230, Rack mounted NT1, for use with the NT1M-210 rack module, PR230 PoweRack series, or the PR96-E	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
9.	a. Lucent PR230-24, PoweRack230, for 12 NT1P-230 NT1s and 24 terminals with 2.5 AmpHr battery (2 hour holdover)	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
10.	a. Lucent PR230-48, PoweRack230 for 24 NT1P-230 NT1Ps and 48 terminals with 2.5 AmpHr battery (1 hour holdover)	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
11.	a. Lucent 230R, Field upgrade for PR230-24 to add 12 NT1 slots	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
12.	a. Lucent PR96-8, PoweRack with internal 8 AmpHr battery pack (1 hour holdover) for powering 96 ISDN telephones and 48 Lucent NT1P-230 circuit card NT1s	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				

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NAME OF CONTRACTOR	REQUIRED DELIVERY DATE:	INITIALS BCO
Call One, Inc.	(RDD) 30 DAYS ARO	

ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE
	ISDN Assistance (Consulting) and Set Configuration Sheets				
13.	Hourly ISDN assistance (Consulting) rates, including completion of twelve (12) "set configuration sheets" per hour charged. See Paragraph #10 in the text of the IFB for a description of this requirement.	1	hr.		
	TOTAL For Lot #1				
	Lot #2, Additional Lucent Replacement Parts				
14.	a. Replacement Power supply for Lucent NT1M-210 ISDN Rack and 24 attached telephones	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
15.	a. Replacement Battery backup for Lucent NT1M-210 Rack and power supply, 2 hours of backup power for rack, NT1s and 24 attached telephones	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
16.	a. Lucent BP2, Additional 2.5 AmpHr battery pack (for the PR230-24, PR230-48, PR300-24 and PR300-48)	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
17.	a. Lucent BP8, Additional 8 AmpHr battery pack (for the PR96-8, PR300-72 and PR300-96)	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
18.	a. Lucent NT1D-300, Stand-alone 12-fold NT1	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
19.	a. Lucent PR180-8, powers and hold (7) NT1D-300 units and (6) NT1P-230 Circuit Cards and provides power for up to 180 ISDN Telephones with internal 8 AmpHr Battery.	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				

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NAME OF CONTRACTOR	REQUIRED DELIVERY DATE:	INITIALS BEO
Call One, Inc.	(RDD) 30 DAYS ARO	

ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE
20.	a. Lucent BP180, Additional 8 AmpHr battery pack for PR180	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
	ISDN Assistance (Consulting) and Set Configuration Sheets				
21.	Hourly ISDN Assistance (consulting) rates, including completion of twelve (12) "set configuration sheets" per hour charged. See Paragraph #10 in the text of the IFB for a description of this requirement.	1	hr.		
	TOTAL For Lot#2				
	Lot #3, Tone Commander NT1s, Racks, and Power Supplies				
22.	a. Tone Commander, Optional Stand-alone Power Supply #901034 for NT1U-220TC NT1 and attached terminal equipment (telephones)	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
23.	a. Tone Commander NT1-220TC, NT1, stand-alone or rack-mount for use with NT1-220 NT1 rack	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
24.	a. Tone Commander NT1-220, NT1 Rack with power for 12 NT1U-220TC NT1 Units & 24 terminals	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
25.	a. Tone Commander NT1-200, Battery Backup for NT1-220 NT1 Rack & attached terminals	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
26.	a. Tone Commander NT1-200 Add-on Battery, Additional Backup Power for use with NT1-200 Battery Backup and NT1-200/296 Battery Backup	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				

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NAME OF CONTRACTOR Call One, Inc.	REQUIRED DELIVERY DATE: (RDD) 30 DAYS ARO	INITIALS BEO	

ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE
27.	a. Tone Commander NT1-296, High-density NT1 Rack for 16 NT1U-223TC Triple NT1 Units, with power supply for 16 NT1U-223TC NT1s and 96 terminals	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
28.	a. Tone Commander NT1U-223TC, Triple NT1 Unit, rack-mount	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
29.	a. Tone Commander NT1-200/296, Battery Backup for NT1-296 NT1 Rack	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
	Tone Commander Telephones				
30.	a. Tone Commander 6210T-B, 10-button Switch-independent ISDN Display Telephone with Speaker, S/T Interface, Black, wall-mount/ desk set	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
31.	a. Tone Commander 6210T-W, 10-button Switch-independent ISDN Display Telephone with Speaker, S/T Interface, White, wall-mount/ desk set	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
32.	a. Tone Commander 6220T-B, 20-Button Switch-independent ISDN Display Telephone with Speaker, S/T Interface, Black, wall-mount/ desk set	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
33.	a. Tone Commander 6220T-W, 20-button Switch-independent ISDN Display Telephone with Speaker, S/T Interface, White, wall-mount/ desk set	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				

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NAME OF CONTRACTOR	REQUIRED DELIVERY DATE:	INITIALS PEO
Call One, Inc.	(RDD) 30 DAYS ARO	

ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE
34.	a. Tone Commander 6030X-B, 30-button Expansion Module for 6210 & 6220 ISDN Telephones, Black	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
35.	a. Tone Commander 6030X-W, 30-button Expansion Module for 6210 & 6220 ISDN Telephones, White	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
36.	a. Tone Commander 6210-B/6030X, 10-button Switch-independent ISDN Display Telephone with Speaker, S/T Interface, Black wall-mount/desk set with Integrated 30-button Expansion Module	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
37.	a. Tone Commander 6210T-W/6030X, 10-button Switch-independent ISDN Display Telephone with Speaker, S/T Interface, White, wall-mount/desk set with Integrated 30-button Expansion Module	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
38.	a. Tone Commander 6220T-B/6030X, 20-button Switch-independent ISDN Display Telephone with Speaker, S/T Interface, Black, wall-mount/desk set with Integrated 30-button Expansion Module	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
39.	a. Tone Commander 6220T-W/6030X, 20-button Switch-independent ISDN Display Telephone with Speaker, S/T Interface, White, wall-mount/desk set with Integrated 30-button Expansion Module	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				

NAME OF CONTRACTOR	REQUIRED DELIVERY DATE:	INITIALS PEO
Call One, Inc,	(RDD) 30 DAYS ARO	

ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE
	SPARE PARTS - TONE COMMANDER TELEPHONES				
40.	T/C 410006-01, Handset, Black for 6210/6220	1	ea.		
41.	T/C 410006-02, Handset, White for 6210/6220	1	ea.		
42.	T/C 200036-01, Handset, Cord Black, 14'	1	ea.		
43.	T/C 200036-02, Handset, Cord White, 14'	1	ea.		
	Tone Commander ISDN Attendant Consoles				
44.	a. Tone Commander 2260d, ISDN Attendant Console with integrated 60-station DSS/BLF, local power supply and NT1	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
45.	a. Tone Commander 40d, ISDN Attendant Console (required for control of 120 station console in line item #48. below)	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
46.	a. Tone Commander 120d, ISDN DSS/BLF Console for 120 stations (add-on for 40d)	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
47.	a. Tone Commander 102612, Power Supply for Fully Configured 40d120 and Add-on 120d. Optionally can supply remote power for up to three (3) 2260d Consoles.	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
48.	a. Tone Commander PA-40, Paging and Night Bell Interface for 40d and 2260d Consoles	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
	SPARE PARTS - TONE COMMANDER ATTENDANT CONSOLES				
49.	Tone Commander 410003, Handset, Black Textured for Black Attendant Consoles, with Cord	1	ea.		

NAME OF CONTRACTOR	REQUIRED DELIVERY DATE:	INITIALS
Call One, Inc.,	(RDD) 30 DAYS ARO	BEO

ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE
	ISDN Assistance (Consulting) and Set Configuration Sheets				
50.	Hourly ISDN assistance (consulting) rates, including completion of twelve (12) "set configuration sheets" per hour charged. See Paragraph #10 in the text of the IFB for a description of this requirement.	1	hr.		
51.	Hourly rate for ISDN Voice Terminal Equipment Training (See paragraph 13, page 14 of 17).	1	hr.		
	TOTAL For Lot #3				
	Lot #4 Fujitsu, ISDN Telephones				
52.	a. Fujitsu SRS-9912-SP-V-5E, Black, 6-button ISDN Display Telephone with Speaker for Lucent 5ESS Custon ISDN	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
53.	a. Fujitsu SRS-9912-SP-V-5E, White, 6 button ISDN Display Telephone with Speaker for Lucent 5ESS Custom ISDN	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
54.	a. Fujitsu SRS-9912-SP-V-NI, Black, 6-button ISDN Display Telephone with Speaker for National ISDN	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
55.	a. Fujitsu SRS-9912-SP-V-NI, White, 6-button ISDN Display Telephone with Speaker for National ISDN	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
56.	a. Fujitsu SRS-9924-V-5E, Black, 18 button ISDN Display Telephone with Speaker for Lucent 5ESS Custom ISDN	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				

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NAME OF CONTRACTOR	REQUIRED DELIVERY DATE:	INITIALS
Call One, Inc.	(RDD) 30 DAYS ARO	BEO

ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE
57.	a. Fujitsu SRS-9924-V-5E, White, 18-button ISDN Display Telephone with Speaker for Lucent 5ESS Custom ISDN	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
58.	a. Fujitsu SRS-9924-V-NI, Black, 18-button ISDN Display Telephone with Speaker for National ISDN	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
59.	a. Fujitsu SRS-9924-V-NI, White, 18-button ISDN Display Telephone with Speaker for National ISDN	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
60.	a. Fujitsu 99WMK, Wall-mount Kit for SRS-9924 and SRS-9912 Telephones	1	ea.		
	b. Installation				
61.	a. Fujitsu SRS-9924-ABM, Black, 30-button Add-on Button Module for SRS-9924	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
62.	a. Fujitsu SRS-9924-ABM, White, 30-button Add-on Button Module for SRS-9924	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
63.	a. Fujitsu ABMWMK, Wall-mount Kit for SRS-9924-ABM	1	ea.		
	b. Installation				
64.	a. Fujitsu SRS-9924-V-5E/ABM Combo, Black 18-button ISDN Display Telephone with Speaker for Lucent 5ESS Custom ISDN with Integrated 30-button Add-on Button Module, Black	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
65.	a. Fujitsu SRS-9924-V-5E/ABM Combo, White 18-button ISDN Display Telephone with Speaker for Lucent 5ESS Custom ISDN with Integrated 30-button Add-on Button Module, White	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				

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NAME OF CONTRACTOR	REQUIRED DELIVERY DATE:	INITIALS
Call One, Inc	(RDD) 30 DAYS ARO	JEO

ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE
66.	a. Fujitsu SRS-9924-V-NI/ABM Combo, Black, 18-button ISDN Display Telephone with Speaker for National ISDN with Integrated 30-button Add-on Button Module, Black	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
67.	a. Fujitsu SRS-9924-V-NI/ABM Combo, White, 18-button ISDN Display Telephone with Speaker for National ISDN with Integrated 30-button Add-on Button Module, White	1	ea.		
	b. Installation				
	c. Annual Depot Maintenance				
	SPARE PARTS - FUJITSU ISDN TELEPHONES				
68.	Fujitsu Handset-Black, Spare/replacement Handset for Black Fujitsu ISDN Telephones	1	ea.		
69.	Fujitsu Handset-White, Spare/replacement Handset for White Fujitsu ISDN Telephones	1	ea.		
	ISDN Assistance (Consulting) and Set Configuration Sheets				
70.	Hourly ISDN assistance (Consulting) rate, including completion of twelve (12) "set configuration sheets" per hour charged. See Paragraph #10 in the text of the IFB for a description of this requirement.	1	hr.		
71.	Hourly rate for ISDN Voice Terminal Equipment Training (See paragraph #13, page 14 of 17).	1	hr.		
	TOTAL For Lot #4				
	Lot #5 Plantronics Telephone Headsets & Amplifiers				
72.	a. Plantronics H31, StarSet In-the-ear Headset	1	ea.	52	97
	b. Annual Depot Post Warranty Maintenance			Included	
73.	a. Plantronics H171, DuoSet Over-the-ear Convertible Headset	1	ea.	57	78
	b. Annual Depot Post Warranty Maintenance			Included	

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NAME OF CONTRACTOR	REQUIRED DELIVERY DATE:	INITIALS
Call One, Inc.	(RDD) 30 DAYS ARO	DEO

ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE
74.	a. Plantronics CS10 Cordless Telephone Headset System	1	ea.	160	50
	b. Annual Depot Post Warranty Maintenance			Included	
75.	a. Plantronics H141, DuoSet Over-the-ear Convertible Headset	1	ea.	43	87
	b. Annual Depot Post Warranty Maintenance			Included	
76.	a. Plantronics M12, Vista Universal Amplifier	1	ea.	63	30
	b. Annual Depot Post Warranty Maintenance			Included	
77.	a. Plantronics CA10, Cordless Telephone Headset Amplifier and Receiver Only	1	ea.	135	60
	b. Annual Depot Post Warranty Maintenance			Included	
78.	a. Plantronics HL10, Telephone Handset Lifter Accessory (for use with cordless systems)	1	ea.	42	25
	b. Annual Depot Post Warranty Maintenance			Included	
79.	a. Plantronics 46365-01, Replacement Battery for Cordless Headset Amplifiers/Systems	1	ea.	17	80
	b. Annual Depot Post Warranty Maintenance			Included	
	TOTAL For Lot #5				~~458.51~~ DHB 574.07
80.	Post Warranty On-Site Time and Materials Maintenance for Lots #1, #2, #3 and #4	1	hr.	See attached Fax	

NAME OF CONTRACTOR	REQUIRED DELIVERY DATE:	INITIALS
Call One, Inc.	(RDD) 30 DAYS ARO	BEO

1. The Department of Information Technology (DIT) desires to establish a statewide contract with one or more authorized Manufacturers or Resellers to provide, on an as needed basis, Integrated Services Digital Network (ISDN) voice terminal equipment 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".

2. DIT reserves the right to make multiple awards by Lot. Awards will be made to the responsive and responsible bidder with the lowest evaluated prices for each Lot bid with the exception of Line item #80 which shall be bid and awarded separately. Vendors may bid all lots or selected lots and/or line item #80. Each individual Line item consists of one or more parts, i.e. end item, installation and Post Warranty annual depot maintenance. Vendors must bid ALL items within a Lot in order to be reponsive including an hourly rate for ISDN Voice terminal equipment training in Lots #3 and #4 and an ISDN hourly rate for consulting assistance and Set Configuration Sheets for each Lot bid. Contracts awarded as a result of this solicitation will be non-mandatory.

3. Any vendor may bid on Post Warranty On-Site time and materials maintenance as a separate item as it will be awarded separately as indicated above.

4. 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.

5. Vendor shall provide on-site warranty on all items requiring installation for a period of one year for Lots #1, #2, #3 and #4. Return to vendor warranty shall be provided for one year or vendor's warranty, whichever is greater for Lot #5. Warranty shall begin on date of acceptance by the user which shall not exceed thirty (30) days after receipt of the item. See Terms and Conditions for further specific warranty requirements.

6. 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.

7. All equipment bid to satisfy the requirements of this Invitation for Bids shall be new and delivered in the original cartons, packaging, etc. No equipment is acceptable if serial numbers or any other manufacturer's identifying labels or marks have been removed, obliterated or changed.

8. Vendors must be backed by the manufacturer with a complete line of parts for the equipment furnished and must be available for the term of the contract to include renewal options. All parts used in the repair of the ISDN 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 Authorized User's purchasing agent.

9. All voice and voice/data telephones shall be compatible with ISDN Basic Rate Interface (BRI) lines provided from AT&T 5ESS, Siemens and Nortel DMS Central Offices using the 2B1Q signaling scheme. All voice and voice/data telephones shall support both multi-point and point-to point line configurations.

10. Transportation is the responsibility of the vendor and shall be included in the unit price. Unit prices for all items bid shall include 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.

11. Contractor shall, upon request provide assistance (consulting) to purchasers of ISDN telephones. Assistance shall include, but not be limited to, the preparation of ISDN set configuration sheets (which are attached to the service order to the ISDN line provider). Bidder shall quote the price to be charged for the vendor to consult with the Agency and submit to the Agency up to twelve (12) completed set configuration sheets from which the Local Exchange Carrier can properly program and configure all lines and features requested by the Agency. This price shall be charged for every twelve (12) sheets, plus any additional fraction thereof. Support is required for identification of feature/line appearance button assignments, call forwarding treatments, establishing call pickup groups, circuit pairings on multipoint configurations, shared call appearances, intercom code assignments, and selection of configuration groups.

12. When ISDN telephones are ordered with installation, Contractor is responsible for preparing typed station templates for ISDN telephones, such that all line appearance numbers and station features defined by the Authorized User are properly identified.

13. Contract items purchased without installation shall be shipped directly to the purchaser's address within fourteen (14) calendar days after receipt of an order. All other contractor installation requirements for all ISDN voice equipment are defined in the Terms and Conditions.

14. Contractor Training and Trainer Requirements

    a. Upon request from the purchasing agency, the Contractor shall provide complete training on the use of ISDN telephones and the associated ISDN line features to each user of the equipment installed. This training shall be provided at the agency's premises at an hourly rate quoted by the vendor for Lots #3 and #4.

    b. "One-on-one" training sessions shall be provided for installations of ten (10) or less users. Training involving installations of more than ten (10) users shall be provided in a group classroom-like setting.

    c. Contractor shall provide hands-on training sessions, utilizing live lines that are connected to the same type of equipment that is being installed.

    d. Training shall be conducted for a mutually agreed upon period between the Contractor and the Commonwealth to enable the users to fully understand the operation of the equipment.

    e. When installation personnel are used to provide "one-on-one" user training they must be competent, knowledgeable, and able to clearly instruct the trainees on the use of the ISDN equipment and service that has been installed. However, should the end user find the training provided by the installation personnel to be unacceptable, the Contractor shall, within two (2) business days of such notification, provide follow-up training given by the Contractor's training personnel that are assigned to provide training in a classroom-like setting.

    f. All training personnel shall have had previous training experience with all of the equipment bid.

    g. The classroom trainer's primary function at an installation site shall be to instruct the agency on the use of the ISDN equipment and line features.

15. Equipment Maintenance

    a. The Contractor shall provide annual maintenance contract prices for all items except for mounting devices, handset cords and line cords.

    b. Prices shall be provided for annual post warranty depot maintenance on individual items where requested and post warranty on-site time and materials maintenance for Lots #1 through #4 in line item #80 on page 12 of 17.

Paragraph 15 Continued:

c. Annual depot maintenance may be ordered either at the same time that the equipment is ordered, or at a later date, as long as the service is ordered prior to the expiration of the warranty or then current post-warranty period. Maintenance service may be ordered by individual item; the agency is not required to maintain all items at the same service level.

16. 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.

17. Vendor shall provide ordering entity's operations and maintenance manuals for each type of equipment requested including wiring diagrams and parts/ accessories lists.

18. 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.

19. Bidders shall provide in their response to this solicitation, contact information (names, mailing addresses, telephone numbers, e-mail addresses) of support staff for orders, technical questions/information, inventory availability, billing questions, etc.

20. 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.

21. Neither DIT or the Authorized User 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.

22. Any questions concerning this solicitation must be submitted, in writing, to the attention of Dave Butler at the address listed in Block #6, page 1, of this solicitation no later than February 5, 2003. Please mark the outside of your envelope "QUESTIONS CONCERNING IFB 2003-024". Written questions may also be submitted via facsimile to (804) 371-5969 or via e-mail to dbutler@dit.state.va.us No response will be furnished to telephone calls.

23. 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.

24. 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

25. 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.

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

27. 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.

28. 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.

29. All vendors are reminded to sign and return Attachment "A" to IFB 2003-024, Certification Regarding Lobbying.

30. 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.

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) #2003-024

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), 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 Integrated Services Digital Network (ISDN) products ("Equipment "or "Hardware") and Services including, but not limited to, installation, training, warranty, and maintenance ("Services") from the Contractor identified in block #9, page 1 of the Solicitation, hereinafter referred to as "the Contractor." Hereinafter all "Equipment" shall include any necessary software, firmware, and microcode integral to the Equipment

2. VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this Contract in their entirety. The procedure for filing Contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."

3. APPLICABLE LAWS AND COURTS

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

4. ANTI-DISCRIMINATION

By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, Services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

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

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

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

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

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

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

5. ETHICS IN PUBLIC CONTRACTING

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

6. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

7. DEBARMENT STATUS

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

8. ANTITRUST

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

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

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

10. CLARIFICATION OF TERMS

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

11. PAYMENT

a. To Prime Contractor:

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

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

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

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

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

b. To Subcontractors:

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

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

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

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

12. QUALIFICATIONS OF BIDDERS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the Services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any

bid/proposal if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the Contract and to provide the Services and/or furnish the goods contemplated therein.

13. TESTING AND INSPECTION

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

14. ASSIGNMENT OF CONTRACT

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

15. MODIFICATIONS

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

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

16. 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.

17. 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.

18. 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.

19. TRANSPORTATION AND PACKAGING

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

20. INSURANCE

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

INSURANCE COVERAGES AND LIMITS REQUIRED:

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

b. Employers Liability - $100,000.

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

21. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a Contract over $30,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.

22. DRUG-FREE WORKPLACE

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

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

23. 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.

24. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION

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

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

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

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

Effective until July 1, 2003, the Commonwealth will direct AMS not to invoice for the 1% transaction fee for orders issued during the period July 1, 2002, through June 30, 2003, to allow additional time for vendors to become electronically enabled. AMS will continue to invoice for transaction fees accrued prior to July 1, 2002. To enable vendors to analyze the future impact of transaction fees, AMS will issue "no pay" invoices for transaction fees that would normally accrue during the period of July 1, 2002, through June 30, 2003. For Contracts that extend beyond June 30, 2003, Contractors may request price adjustments to incorporate the eVA transaction fee, as provided in the Price Escalation/De-escalation clause in the Special Terms and Conditions of the Contract.

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.

25. eVA BUSINESS-TO-GOVERNMENT CONTRACTS

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

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

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

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

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

26. 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.

27. 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.

28. INSTALLATION/DELIVERY DATES

a. Upon receipt of an Order, the Contractor shall deliver/install the requested Equipment or Services ready for testing, with all Systems Documentation and operational tests completed by the installation/delivery date (day, month, year) specified in any Attachment or Order referencing this Contract.

b. Any amendment by an Authorized User to an Order issued pursuant to this Contract may require the establishment of a new mutually agreed to required installation/delivery date. The Authorized User may delay the installation/delivery date by notifying the Contractor at least ten (10) days before the required installation/delivery date.

c. If the Equipment or Services are not delivered/installed within the time specified in the Order, then the Authorized User reserves the right to cancel the Order and/or terminate the Order for default without further obligation.

Contractors are cautioned that failure to deliver/install the proposed Equipment as stated in response to a Order result in removal from DIT's Vendor Registration File as per Section 7.20 of the Division of Purchases and Supply's Vendor's Manual dated December 1998.

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

29. RISK OF LOSS OR DAMAGE

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

30. EQUIPMENT CONDITION AND SUBSTITUTE EQUIPMENT

All Equipment to be supplied by Contractor shall be new Equipment. During the term of this Contract, the Contractor is not authorized to substitute any item for that Equipment 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.

31. PATENT/COPYRIGHT PROTECTION

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

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

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

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

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

32. NON-APPROPRIATION

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

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

33. HEADINGS NOT CONTROLLING

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

34. ENTIRE AGREEMENT

This Master Contract, the solicitation, bid response, solicitation instructions and all Equipment and 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 Equipment and/or Services acquired by the State under the terms and conditions of this Contract.

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

35. TITLE

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

36. PRICE PROTECTION/ADJUSTMENTS

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

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

37. TERM

This Master Contract 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.

38. TYPE OF CONTRACT

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

39. ORDERS

Authorized ordering officials representing the "Authorized Users" of this Contract may order Equipment or Services from this Contract by one of the following Order methods, and the Contractor is required to accept any Order from A, and B, and C as shown below. The Contractor may also accept Orders using D, as shown below:

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 Commonwealth Charge Card Order must not exceed

$5,000, or the then current charge card limit. Payment will be made by AMEX to Contractor within three (3) business days.

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

This ordering authority is limited to issuing Orders for Equipment and Services that are available only under this Agreement. No Authorized User or other public body of the Commonwealth shall have the authority to modify this Contract.

40. INVENTIONS AND COPYRIGHTS

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

41. CONTRACTUAL RECORDS

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

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

42. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Contractor's liability under this Contract for loss or damages to government property caused by use of any defective or deficient supplies, products, equipment and/or services delivered under this Contract shall not exceed $1,000,000,000.00. 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. The above limitation of liability is per incident. The limitation and exclusion of damages in the foregoing sentences 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.

43. INSTALLATION RESPONSIBILITY

If installation is required by the Order, delivery shall not be complete until the Contractor completes installation of all Equipment. This includes, without limitation: shipping FOB destination as ordered by an Authorized User to any point within the Commonwealth of Virginia, unpacking, positioning and connection of Equipment with internal utility Services, and an operational check of all installed Equipment to ensure effective operation in accordance with specifications, Required Performance Level, or other Contract requirements as delineated herein, in preparation for Acceptance testing. All

Equipment installations shall comply with building and facilities standards established by the Commonwealth, and the local authorities where Equipment is to be installed.

44. INSTALLATION DATE

Contractor should acknowledge all Orders in writing within five (5) business days after receipt of order (ARO). Upon receipt of Order, Contractor shall deliver/install requested Equipment or Services ready for testing by the Required Delivery Date (RDD) specified in any executed Attachment or Order referencing this Contract. Delivery of Equipment without installation shall not exceed fourteen (14) calendar days ARO. Delivery of Equipment with installation or Services shall not exceed thirty (30) days ARO.

Any amendment by 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 Equipment or Services are not delivered/installed within the time specified in an Order, then 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 any Order may result in their 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.

45. DELIVERY AND STORAGE

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

46. DELIVERY NOTIFICATION

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

47. WORK SITE DAMAGES

Any damage to existing utilities, Equipment or finished surfaces resulting from the performance of this Contract shall be repaired to the Authorized User's satisfaction at the Contractor's expense.

48. ACCEPTANCE, TESTING AND COMPLIANCE WITH SPECIFICATIONS

All materials, 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 or other requirements of the Contract may be rejected. The State shall be given thirty (30) days from the completion of installation by the Contractor (or thirty (30) days after delivery if customer installed) to test, evaluate and accept the materials, 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, Equipment, Software or Services fail to meet the Contract specifications 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 the vendor. Such rejection will terminate this Contract and exempt the State from all costs incurred by the Contractor.

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

49. FIELD MODIFICATIONS AND/OR ENGINEERING CHANGES

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

50. SUPPLIES

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

51. INVOICES

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

1. Type and description of the Equipment or Services;
2. Serial number, if any;
3. Charge for each item;
4. This Contract Number, and;
5. Contractor's Federal Identification Number (FIN);

52. ON-SITE WARRANTY

Contractor will provide On-site Warranty Services (labor, parts and travel) for one (1) year, 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 On-site Warranty. Contractor shall provide On-site Warranty Services during the Principal Period of Maintenance (PPM), hereby defined as 8 a.m. to 5 p.m. Monday through Friday, State holidays excluded. Contractor shall provide all manufacturer-recommended preventative and scheduled routine maintenance Services on all Equipment at no additional cost to the Authorized User.

Minor failures are defined as any failures that affect the operation of less than twenty percent (20%) of the Equipment. Contractor shall respond on site to all requests for On-site Warranty Service for minor failures within twenty-four (24) hours after notification by an Authorized User that a failure has occurred.

Major failures are defined as any failures that affect twenty percent (20%) or more of the Equipment. An example of a major failure would be the failure of a rack which causes twenty (20) phones to become inoperable at a site with only one hundred (100) such devices. Contractor shall provide an On-site response to all requests for On-Site Warranty Service for major failures within four (4) hours after notification by a Authorized User that a failure has occurred.

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 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 forty-eight (48) 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 AND FIRMWARE SHALL BE CONSIDERED INTEGRAL COMPONENTS OF EQUIPMENT AND CONTRACTOR SHALL RESPOND TO ALL REQUESTS FOR WARRANTY/MAINTENANCE SERVICE FOR ANY FAILURE.

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

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

54. 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.

55. TERMINATION AND CANCELLATION

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

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

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

56. FAILURE TO DELIVER

In the event the Contractor fails for any reason to deliver in a timely manner or according to Contract terms the items set forth in the Schedule, the Commonwealth, at its own discretion, may give Contractor oral or written notice of such breach. Once notice by State is sent or given, State may immediately

procure the items from another source. Once State has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act) the parties agree that the State may charge-back Contractor, in which case Contractor agrees to reimburse State for any difference in cost between the original Contract price and the State's cost to cover from the alternate source. In no event shall State be held to pay Contractor any costs incurred by Contractor, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of the State's notice of breach. This remedy is in addition to and not in lieu of any other remedy the Commonwealth may have under this Agreement and the laws of the Commonwealth of Virginia.

57. 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 the Schedule or on the subsequent Order in question and need not be joined as a party to any dispute that may arise thereunder.

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

58. CREDITS

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

59. TITLE (SOFTWARE/FIRMWARE)

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

60. TERM OF LICENSE

For any Software provided as an integral component of the Equipment, all licenses granted under this Agreement are purchased on a non-exclusive, irrevocable perpetual license basis and shall commence upon the acceptance of the software Product by the Commonwealth. Notwithstanding the foregoing, the Commonwealth may terminate the license at anytime. All licenses granted to the Commonwealth are for the use of the software Product at the Commonwealth's computing 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.

61. MAINTENANCE OF EQUIPMENT

A. DEPOT (RETURN TO VENDOR) MAINTENANCE

Upon receipt of an Order from an Authorized User, the Contractor shall provide depot (Return to Vendor) maintenance Services (labor, parts) for Equipment during the Term of this Agreement, at the prices identified in the attached Schedule, limited to any Equipment purchased under this Contract.

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

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.

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

B. TIME AND MATERIALS MAINTENANCE

Upon the receipt of an Order from an Authorized User, the Contractor shall provide Time & Materials (T&M) On-site Maintenance Services (labor, parts and travel) at the prices identified in the Schedule to include service, repair, and/or replacement of Equipment, and moves, adds, and changes (MACs) to the Equipment during the Term of this Agreement, limited to any Equipment purchased under this Contract. Hours of work performed on a time and material basis under this provision shall be paid only for productive time on the job site. Time spent for transportation to an from the Authorized User's site and breaks for lunch or other nonproductive time the technicians are away from the job site are not chargeable.

Contractor shall provide T&M On-site Maintenance for Equipment, with a twenty-four (24) hour On-Site response time for minor failures and a four (4) hour response time for major failures during the Principal Period of Maintenance (PPM), defined as 8 a.m. to 5 p.m. Monday through Friday excluding holidays.

Minor failures are defined as any failures that affect the operation of less than twenty percent (20%) of the Equipment. Contractor shall respond on site to all requests for On-site Warranty Service for minor failures within twenty-four (24) hours after notification by an Authorized User that a failure has occurred.

Major failures are defined as any failures that affect twenty percent (20%) or more of the Equipment. An example of a major failure would be the failure of a rack which causes twenty (20) phones to become inoperable at a site with only one hundred (100) such devices. Contractor shall provide an On-site response to all requests for On-Site Warranty Service for major failures within four (4) hours after notification by a Authorized User that a failure has occurred.

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

62. MAINTENANCE CONTINUITY

Contractor will provide required Depot or T&M On-site Maintenance for a period not to exceed four (4) years subsequent to the On-site Warranty period of one (1) year. Such Services shall be provided in accordance with the Contractor's prices, set forth in the schedule, for a period of two (2) years ("Initial Term"). 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 Maintenance 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.

63. REMEDIAL MAINTENANCE

Remedial Maintenance shall be performed after notification that the Equipment is inoperative. The Contractor shall provide the user with a designated point(s) of contact and make arrangements to enable its maintenance personnel to receive such notification.

64. REPAIR PARTS

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

65. RECONDITIONING

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

66. MALFUNCTION REPORTS

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

67. ADDITIONAL PROVISIONS FOR MAINTENANCE SUPPORT

The maintenance prices listed in the price list include cost of labor, parts, factory overhaul, rehabilitation, transportation and substitute Equipment as necessary for 95% effective performance. In those instances where it is necessary for the Contractor to return the Equipment to his factory, he shall be responsible for all costs for the Equipment from the time it leaves the State site until it is returned to the State site in good operating condition.

68. MAINTENANCE RENEWAL

Maintenance under this Agreement shall be renewed at the sole option of the State. The State or Authorized User shall issue a written notification to the Contractor for each twelve (12) month period that maintenance Services are required after the initial one (1) year Warranty period.

69. CONTRACTUAL RECORDS

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

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

70. 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.

71. CONTRACTOR'S REPORT OF SALES

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

72. INDUSTRIAL FUNDING ADJUSTMENT

The Contractor must pay DIT, an Industrial Funding Adjustment (IFA). The Contractor must remit the IFA within 30 days after the end of each quarterly reporting period as established in the clause entitled "Contractor's Report of Sales". The IFA equals two percent (2%) of the total quarterly sales reported. Contractor shall remit the IFA together with a copy of the Contractor's Report of Sales as delineated in

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

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

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

73. NONVISUAL ACCESS TO TECHNOLOGY:

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

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

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

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

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

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

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

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

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

74. PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE

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, employees and Authorized Users of the Commonwealth, and the 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:

i. Disclose any Confidential Information to any third party, or
ii. 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
iii. 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 OR ANY AUTHORIZED USER OF THIS CONTRACT FOR THE CONTRACTOR'S OWN BENEFIT, OR FOR THE BENEFIT OF ANY

OTHER THIRD PARTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT IN PERPETUITY.

75. 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. The 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.

ATTACHMENT "A"
TO
INVITATION FOR BID (IFB) #2003-024

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: Berchet E. O'Daniel

Printed Name: BERCHET E. O'DANIEL

Organization: CALL ONE, INC.

Date: 03/04/03

[RECEIVED 03/04 16:48 1903 AT 8043715969 PAGE 1 (PRINTED PAGE 1)]
Call One, Inc. Fax:321-799-9222 Mar 4 2003 15:48 P.01

8810 Astronaut Blvd
Cape Canaveral, Fl 32920
1-800-749-3160 ext 217
Anthony J Joseph
Sr. Account Executive

Facsimile transmittal

To:	David Butler	Fax:	804-371-5969
From:	Anthony J Joseph	Date:	2/12/2003
Re:	EVA Registration	Pages:	3
CC:			

☐ Urgent ☑ For Review ☐ Please Comment ☑ Please Reply ☐ Please Recycle

Notes:

Here is the information you requested.

Please contact me with any questions, or comments that you may have.

Sincerely,

Anthony J Joseph
GSA Account Executive
Call One, Inc.
1-800-749-3160 ext 217
ajj@calloneonline.com

[RECEIVED 02/12 12:13 1903 AT 8043715969 PAGE 1 (PRINTED PAGE 1)]
Call One, Inc. Fax:321-799-9222 Feb 12 2003 11:16 P.01

Anthony Joseph

From: NoReturn@dgs.state.va.us
Sent: Wednesday, February 12, 2003 10:47 AM
To: ajj@calloneonline.com
Subject: ADVMAIL: Welcome to eVA

********** PLEASE DO NOT REPLY TO THIS E-MAIL **********

Congratulations, Anthony Joseph! You have completed the first step of your eVA registration. You are now a registered user of eVA. Here are some details about your account:

Your User ID is: antjo22
Your Headquarter Name is: CALL ONE INC.
Your Headquarter Number is: EPVC23568
Your Location Name is: CALL ONE INC.
Your Vendor Number is: C23568

If you did not complete these four addresses: Registration Administrator, Ordering, Solicitation, and Billing adressess, please login using your newly created User Name & Password and complete your address information by accessing your profile via the Account Maintenance link.
All vendors are required to maintain one active Registration Administrator, Ordering, Solicitation & Billing address at all times. For on-line assistance go to
http://eVAregisHelp.dgs.state.va.us

IMPORTANT: Selecting commodities are required to receive any solicitation notifications.
You can access your account online at the eVA Home Page:

http://www.eva.state.va.us

Simply sign in using the User Name and password you selected for your account. If you have forgotten your password, you can reset it online at the above web site.

Please do not reply to this e-mail as it is automatically generated.

If you have questions, please contact us @ 1-866-289-7367.

Thank You,

eVA Customer Care

[RECEIVED 02/12 12:13 1903 AT 8043715969 PAGE 2 (PRINTED PAGE 2)]
Call One, Inc. Fax:321-799-9222 Feb 12 2003 11:16 P.02

DIT-62A	SCHEDULE	IFB NO.	Page:
01/15/91		03-024	12 of 17

NAME OF CONTRACTOR	REQUIRED DELIVERY DATE:	INITIALS BED
Call One, Inc.	(RDD) 30 DAYS ARO	

ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE
74.	a. Plantronics CS10 Cordless Telephone Headset System	1	ea.	160	50
	b. Annual Depot Post Warranty Maintenance			Included	
75.	a. Plantronics H141, DuoSet Over-the-ear Convertible Headset	1	ea.	43	87
	b. Annual Depot Post Warranty Maintenance			Included	
76.	a. Plantronics M12, Vista Universal Amplifier	1	ea.	63	30
	b. Annual Depot Post Warranty Maintenance			Included	
77.	a. Plantronics CA10, Cordless Telephone Headset Amplifier and Receiver Only	1	ea.	135	60
	b. Annual Depot Post Warranty Maintenance			Included	
78.	a. Plantronics HL10, Telephone Handset Lifter Accessory (for use with cordless systems)	1	ea.	42	25
	b. Annual Depot Post Warranty Maintenance			Included	
79.	a. Plantronics 46365-01, Replacement Battery for Cordless Headset Amplifiers/Systems	1	ea.	17	80
	b. Annual Depot Post Warranty Maintenance			Included	
	TOTAL For Lot #5			574	07
80.	Post Warranty On-Site Time and Materials Maintenance for Lots #1, #2, #3 and #4	1	hr.		

[RECEIVED 02/12 12:14 1903 AT 8094371596 9 PAGE 3 (PRINTED PAGE 3)]
Call One, Inc. Fax:321-799-9222 Feb 12 2003 11:17 P.03

Current Registered eVA Vendors

N - Vendor does not have an Ariba CSN Account.

Note: A system enhancement is in development that will capture various types of charge cards including AMEX, VISA, MasterCard...

Download Complete Vendor List to Excel

Search: Call One Search View All

Supplier Headquarters Available for eVA Ordering	City/State	Newly Registered/ Under Review	Accepts Charge Cards	Electronic Ordering	State Contract No.
CALL ONE INC.	CAPE CANAVERAL, FL		Y	Y	

Cheryl Clark
Director
Email: cclark@dit.state.va.us

COMMONWEALTH of VIRGINIA

Department of Information Technology
110 South Seventh Street
Richmond, Virginia 23219-3900
(804) 371-5000

TDD VOICE-TEL. NO.
371-8076

January 28, 2003

MEMORANDUM

TO: Potential Vendors for Invitation for Bids (IFB) #2003-024

RE: Amendment #1

1. Replace page 4 of 17, Change line item #14 and #15 to read as follows:

   14. a. Replacement Power Supply for Lucent/AT&T 1145A, B1 and B2 ISDN power units.

   15. a. Replacement 8 Amp Hour battery for Lucent/AT&T ISDN battery packs: for 1145 series power supplies) 1147B1, 1148B1, 1149B1 and KS-21906.

2. Add the following provision in its entirety to the Terms and Conditions contained in IFB 2003-024:

   76. Depot (Return to Vendor) Warranty

   For Lot #5 as delineated herein, the Contractor shall provide depot (Return to Vendor) maintenance Services (labor, parts) for one (1) year, or such greater period as may be provided in the Schedule, beginning on the date of Acceptance, at no cost to the Authorized User.

   Prior to the expiration of the guarantee period, whenever Equipment is shipped for mechanical repair or replacement purposes, the Contractor will bear all costs associated with returning the Equipment to the Contractor's repair facility. When repair of the Equipment is completed, the Contractor shall bear all costs associated with returning the Equipment to the State's original point of shipment. Cost of shipping includes but is not limited to, costs of packing, transportation, rigging, drayage and insurance for damage or loss. Contractor shall repair the Equipment or provide an interim replacement product, within 72 hours of notification that a malfunction exists. Any interim product(s) will be provided at no additional cost to State, 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.

3. **The due date/time for this solicitation will not change as a result of this amendment, it will remain 2:00 p.m., February 11, 2003**

J. B. Edmonds, Deputy Director
Acquisition Services Division

cc: APR File: #2003-007 (69)

Attachment: Replacement Page 4 of 17

Acknowledgement of Amendment #1 to IFB #2003-024

The undersigned, as a representative of the named firm, acknowledges receipt and compliance with all provisions of Amendment #1 of the above referenced Invitation for Bids.

Signature: Bruce V. E. Oldonil

Firm: Call One, Inc.

Date: February 6, 2003

AN EQUAL OPPORTUNITY EMPLOYER

COMMONWEALTH of VIRGINIA
Department of Information Technology
Acquisition Services Division
110 S. 7th Street
Richmond, Va. 23219

Cheryl Clark
Director
Email: cclark@dit.state.va.us

TDD VOICE-- TEL NO
804/371-8076

March 5, 2003

Berchet E. O'Daniel
Call One, Inc.
8810 Astronaut Blvd
Cape Canaveral, FL 32920

RE: IFB# 2003-024: VA-030306-CALL (Contract)

Dear Ms O'Daniel:

Please accept this letter as your official notice of award for the above referenced procurement. A copy of the fully executed contract is enclosed with this notice. Please reference the contract number shown above in all future correspondence/invoices concerning this Agreement.

Correspondence concerning acceptance of the products and services should be addressed to the attention of the individual executing the Order against the Contract. The DIT point of contact for this procurement is Mr. Dave Butler and the DIT point of contact for the resulting contract is Staff.

Sincerely,

Jeff Davis
Contracts Manager

Enclosure
cc: File