

The Verizon Business logo features a checkmark symbol above the word "verizon" in a bold, lowercase sans-serif font, followed by the word "business" in a smaller, lowercase sans-serif font.

We never stop working for you.

Chip Merritt
Corporate Account Manager
1410 MacCorkle Avenue, SE
Charleston, WV 25314

December 6, 2006

Krista Ferrell
Purchasing Division
2019 Washington Street East
Charleston, WV 25305

Dear Krista Ferrell:

Thank you for the opportunity to present DRS070555 for WV Division of Rehabilitation Services, in Institute, WV. Verizon is excited about the prospect of providing a Bogen Paging solution to meet your requirements.

After reviewing the enclosed response, we are confident you will find we can provide the level of support and the quality of equipment you require. With Verizon and our industry-leading partner, Bogen, we will provide solutions you can count on today, while laying the foundation for evolving needs in an efficient and cost-effective manner.

As one of our most important customers, we have responded to your requirements in a priority manner and that commitment is ongoing. Our team can provide you with the expertise that is needed, allowing WV Division of Rehabilitation Services to concentrate on their core competencies.

Thank you for the opportunity to present this proposal. Please feel free to contact me at (304) 344.7496 with any questions or concerns. We are looking forward to hearing from you.

Sincerely,

A handwritten signature in black ink that reads "Chip Merritt". The signature is written in a cursive, flowing style.

Chip Merritt
Corporate Account Manager

Verizon Select Services Inc. ("Verizon") has offered this Request for Quotation (RFQ) response in accordance with the terms and conditions therein. In addition and in compliance with the WV Purchasing Division's Policies and Procedures Handbook, Section 7.2.7, Verizon also submits additional terms and conditions reflected in Verizon's standard System Agreement, which is incorporated into Verizon's response. In the event of a conflict, the order of precedence would be; the State of West Virginia Purchasing Division's General Terms & Conditions, the WV-96 Agreement Addendum, the original RFQ, Verizon's RFQ response and Verizon's standard System Agreement.



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
 DRS070555

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ADDRESS CORRESPONDENCE TO ATTENTION OF
 KRISTA FERRELL
 304-558-2596

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DIV OF REHABILITATION SERVICES
 WV REHABILITATION CENTER
 ATTENTION: RECEIVING

INSTITUTE, WV
 25112 766-4621

DATE PRINTED 10/26/2006	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 12/06/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		803-55		
ZONE PAGING SYSTEM REQUEST FOR QUOTATION THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF REHABILITATION SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR, MATERIALS, INSTALLATION, MAINTENANCE, PROGRAMMING, AND EMPLOYEE USE TRAINING FOR A ZONE PAGING SYSTEM AT THE WEST VIRGINIA REHABILITATION CENTER LOCATED IN INSTITUTE, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS. A MANDATORY PRE-BID MEETING WILL BE HELD ON NOVEMBER 16, 2006 AT 10:00 AM AT THE AGENCY'S LOCATION IN INSTITUTE, WEST VIRGINIA. THE MEETING WILL BE IN BUILDING A, B CONFERENCE ROOM. ALL INTERESTED BIDDERS MUST ATTEND THIS MEETING. FAILURE TO ATTEND WILL RESULT IN BID DISQUALIFICATION. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR. TECHNICAL QUESTIONS MAY BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KFERRELL@WVADMIN.GOV. TECHNICAL QUESTIONS MAY ALSO BE SUBMITTED AT THE MANDATORY PRE-BID MEETING. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 11/22/2006. QUESTIONS RECEIVED PRIOR TO THE DEADLINE AND THOSE RAISED AT THE PRE-BID MEETING WILL BE ANSWERED BY ADDENDUM. QUESTIONS CONCERNING THE SUBMISSION OF						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Suleman Nessim</i>	TELEPHONE 304-344-7496	DATE 12/4/06
TITLE VP PCM	FEIN 16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130



State of West Virginia
 Department of Administration
 Purchasing Division
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<p>BIDS MAY BE ASKED AT ANY TIME AND IN ANY FORMAT.</p> <p>ALL VENDORS MUST INCLUDE ALL TRAVEL COSTS IN THEIR BID. NO SEPARATE REIMBURSEMENTS WILL BE MADE FOR TRAVEL.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN XXXX CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED. (TO BE DETERMINED AFTER PRE-BID MEETING)</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAG</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>VP Subhan Nassani</i>	TELEPHONE 304-344-7496	DATE 12/4/06
TITLE VP PCM	FEIN 16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Sulimian Nassami</i>	TELEPHONE 304-344-7496	DATE 12/1/06
TITLE VP PCM	FEIN 16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BON COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINU GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES IN ADDITION ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL</p>						

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SIGNATURE <i>Suleiman Nassani</i>	TELEPHONE 34-344-7496	DATE 12/4/06
TITLE PP PCM	FEIN 16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia
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Request for Quotation

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<p>PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Suliman Nassami</i>	TELEPHONE 304-344-7496	DATE 12/1/06
TITLE VP Pem	FEIN 16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE

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	<p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION AND THE STATE AUDITOR'S OFFICE. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p> <p>NO. 1 <i>SA</i></p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Suleman Nassami</i>	TELEPHONE <i>304-344-7496</i>	DATE <i>12/16/06</i>
TITLE <i>Vp Pcm</i>	FEIN <i>16-1337624</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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NO. 5						
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>... <i>Suliman Nessim</i> ... SIGNATURE</p> <p>... <i>Verizon Select Services Inc.</i> ... COMPANY</p> <p>... <i>12/4/06</i> ... DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: ... <i>Verizon Select Services Inc.</i> ...</p> <p>CONTRACTORS LICENSE NO.: ... <i>WV037918</i> ...</p>						

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SIGNATURE <i>Suliman Nessim</i>	TELEPHONE <i>304-344-7496</i>	DATE <i>12/4/06</i>	
TITLE <i>VP Perm</i>	FEIN <i>16-1337624</i>	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

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SIGNATURE <i>Sulman Nassari</i>	TELEPHONE 304-344-7496	DATE 12/1/06
TITLE VP PCM	FEIN 16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE

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REQUEST FOR QUOTATIONS

To provide, install, and configure a campus-wide external paging system for the West Virginia Division of Rehabilitation Services Facility Complex located in Institute, West Virginia.

Interested bidders shall quote prices for a complete, turn-key solution. This shall include pricing for all of the equipment listed in Attachment A, as well as pricing for installation, programming, training and a minimum one-year warranty on all parts and labor. Vendors shall also quote firm, fixed pricing for an additional (4) four years maintenance/warranty to include all labor and parts. Award shall be based on the lowest bid vendor for the turn-key system inclusive of installation, programming, training, first year warranty and additional four years warranty/maintenance quote meeting specifications. Additional years' warranty/maintenance shall be added annually upon the expiration of the first year warranty and successive year's expiration, if desired, by the Division of Rehabilitation Services.

The equipment listed in Attachment A is needed to meet the paging and zone requirements of the DRS. Any vendor bidding alternate manufacturer's equipment **must** indicate all 'or equal' components bid and should include all pertinent manufacturer literature for all alternate components of the system.

Any needed clarification or changes to the specifications will be added via addendum after the mandatory pre-bid meeting.

Vendor shall be responsible for the installation of this equipment at the buildings and campus that make up the DRS complex. Installation shall include all wire/cabling necessary to connect the speakers and other equipment to the system. Installation may be done during normal work hours, if the successful vendor so chooses.

Vendor shall be responsible for programming the system. This programming shall include, but not be limited to, the formation of paging zones per the attached specifications. Programming shall also include programming of any messages and alarms.

Vendor shall be responsible for all training of DRS and State personnel to allow them to use all aspects of the paging system. This training shall include how to page all zones, one zone, or certain groups of zones with live, verbal messages. The training shall also include how to play pre-recorded announcements and alarms over the system, as well as how to record new announcements and messages on an as-needed basis. State and DRS personnel shall also be trained on various aspects of system administration such as how to re-group paging zones, activate or deactivate speakers and zones.

PAGING ZONE DESCRIPTION

System is for 29 zones of paging plus All-Call as requested; each floor is a zone and will be driven by a 70-volt amplifier.

F. RAY Bldg.

"A" Bldg.

Zone #1	Zone #2	Zone #3	Zone #4	Zone #5
1 st Floor	2 nd Floor	3 rd Floor	4 th Floor	1 st Floor
4 – CSD2X2	4 – CSD2X2	4 – CSD2X2	4 – CSD2X2	39 – CSD2X2
1 – TPU15A	1 – TPU15A	1 – TPU15A	1 – TPU15A	1 – TPU60B
				1 – RPK82

"C" Bldg.

"E" Bldg.

Zone #6	Zone #7	Zone #8	Zone #9	Zone #10
1 st Floor	2 nd Floor	3 rd Floor	Class Rooms	Offices
17 – CSD2X2	17 – CSD2X2	9 – CSD2X2	17 – CSD2X2	17 – CSD2X2
1 – TPU35B	1 – TPU35B	1 – TPU15A	1 – V35	1 – TPU35B
1 – RPK82	1 – RPK82		1 – TBL1S	1 – RPK82
			1 – ANS1R	
			1 – RPK87	
			3 – ANS500M	

"B" Bldg.

"H" Bldg.

"F" Bldg.

Zone #11	Zone #12	Zone #13	Zone #14	Zone #15
1 st Floor	2 nd Floor	3 rd Floor	1 st Floor	1 st Floor
22 – CSD2X2	22 – CSD2X2	22 – CSD2X2	42 – CSD2X2	39 – CSD2X2
1 – TPU35B	1 – TPU35B	1 – TPU35B	1 – TPU60B	1 – TPU60B
1 – RPK82	1 RPK82	1 – RPK82	1 – RPK82	1 – RPK82

"J" Bldg.

"M" Bldg.

"K" Bldg.

"L" Bldg.

Zone #16	Zone #17	Zone #18	Zone #19	Zone #20
1 st Floor	1 st Floor	2 nd Floor	1 st Floor	1 st Floor
8 – CSD2X2	14 – CSD2X2	14 – CSD2X2	15 – CSD2X2	17 – CSD2X2
1 – TPU15A	1 – TPU35B	1 – TPU35B	1 – TPU35B	1 – TPU35B
	1 RPK82	1 – RPK82	1 – RPK82	1 – RPK82

Chapel "R" Bldg.

Zone #21	Zone #22	Zone #23	Zone #24	Zone #25
1 st Floor	Café	Auditorium	Gym	Pool
3 – CSD2X2	10 – CSD2X2	2 – AF18	9 – OPS1	4 – OPS1
1 – TPU15A	1 – AT10A	2 – AF14M	1 – TPU250	1 – TPU100B
1 – HDU250	8 – OCS1	2 – CA4000	1 – RPK82	1 – RPK82
2 – AFI-205	8 – TBCR	2 – VMIX		
1 – CA2000	1 – SPT15A	1 – CDC5		
1 – CDC5	1 – BC1	2 – HDU250		
1 – CAM8 Pro	1 – A6T	2 – SPT15A		
1 – MAC	2 – A8T	1 – GS35		
1 – SF4	1 – GS250	2 – AF14 Yoke		
	1 – GSRPK	2 – AF18 Yoke		
		2 – MAC		

"R" Bldg. Outside Baseball Field

Zone #26	Zone #27	Zone #28	Zone #29
Bowling	Hallway	Outside	Baseball Field
2 – SPT15A	5 – CSD2X2	40 – SPT30A	2 – SPT30A
1 – TPU35B	1 – TPU15A	40 – BC1	2 – BC1
1 – RPK82	1 RPK82	2 – M450	1 – TPU100B
		2 – RPK86	1 – RPK82

ATTACHMENT A

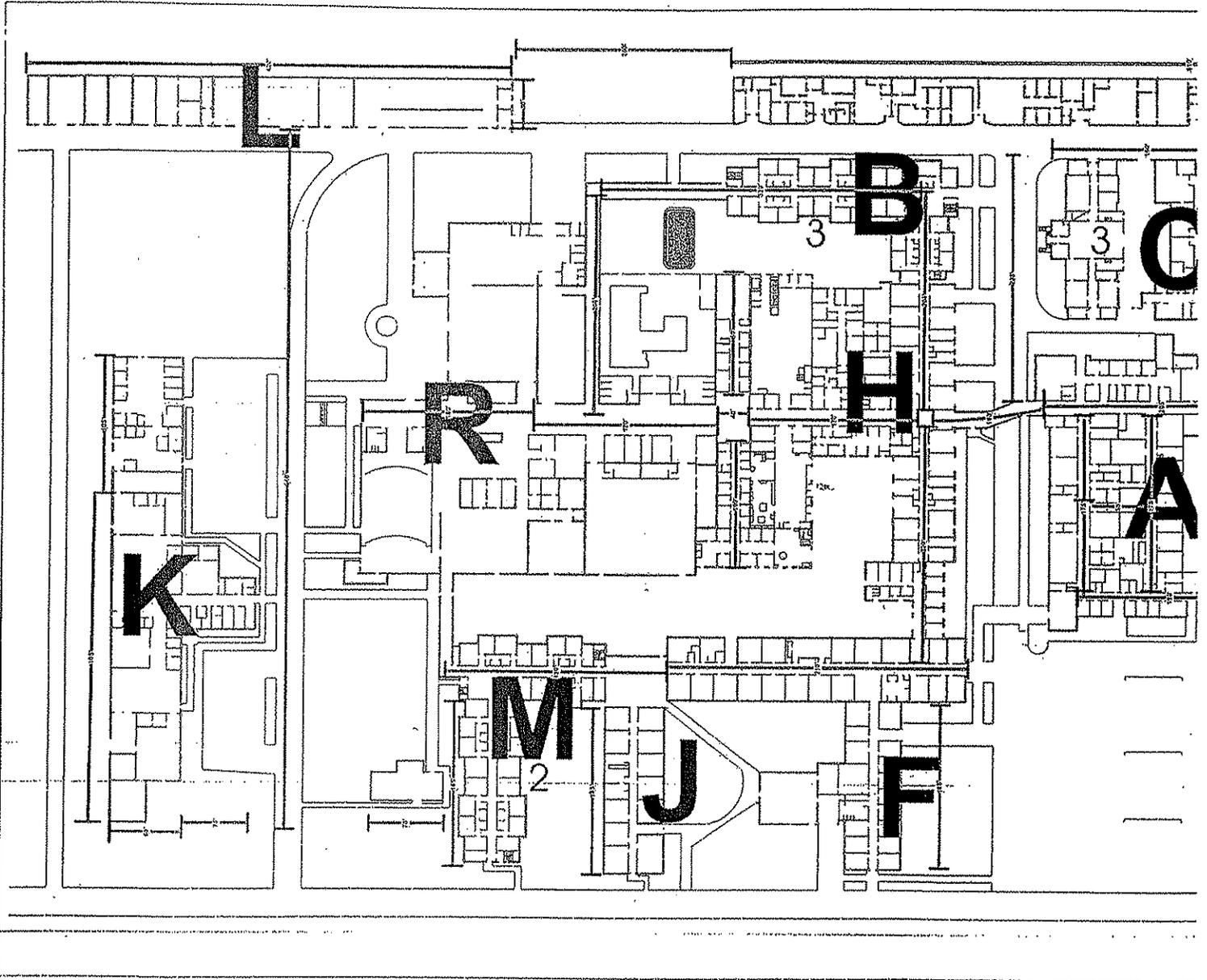
All parts listed are Bogen PCM2000 Zone Paging System, or equivalent unless indicated otherwise.

Quantity	Item #	Description	Unit Price	Extended Price
365	CSD2X2	Drop-In Ceiling Tile Speaker		
8	OCS1	NEAR Orbit Ceiling Speaker		
13	OPS1	NEAR Orbit Pendent Speaker		
8	TBCR	Tile Bridge		
2	A8T	NEAR Armadillo Speaker 64-Watts		
1	A6T	NEAR Armadillo Speaker 32-Watts		
1	AT10A	Speaker Line Attenuator 10-Watts		
5	SPT15A	Reentrant Horn 15-Watts		
42	SPT30A	Reentrant Horn 30-Watts		
43	BC1	SPT Beam Mounting Clamp		
2	M450	M-Class Amplifier 900-Watts		
2	RPK86	M-Class Rack Mounting Kit		
1	GS250	Gold Seal Series Amplifier 250-Watts		
1	GSRPK	GS Rack Mounting Kit		
1	V35	Power Vector Amplifier 35-Watts		
1	TBL1S	Transformer Balanced Input Module		
1	ANS1R	Ambient Noise Sensor Output Module		
1	RPK87	Power Vector Rack Mounting Kit		
3	ANS500M	ANS1R Microphone Module		
8	TPU15A	Telephone Paging Amplifier 15-Watts		
2	TPU100B	Telephone Paging Amplifier 100-Watts		
1	TPU250B	Telephone Paging Amplifier 250-Watts		
3	TPU60B	Telephone Paging Amplifier 60-Watts		
11	TPU35B	Telephone Paging Amplifier 35-Watts		
1	DFT120	Digital Feedback Terminator		
18	RPK82	TPU100B & 35B Rack Mounting Kit		
1	PCMTIM	PCM2000 Telephone Interface Module		
4	PCMCPU	PCM2000 Central Processing Module		
4	PCMPS2	PCM2000 Power Supply		
11	PCMZPM	PCM2000 Zone Page Module		
3	RPK84	PCM2000 Rack Mounting Kit		
2	AFI-205	Apogee Contactor Series Loudspeaker System		
2	AF14M	Apogee Contactor Series Loudspeaker System		
2	AF18	Apogee Contactor Series Loudspeaker System		
1	CA2000	Apogee Amplifier 250 – Watts		

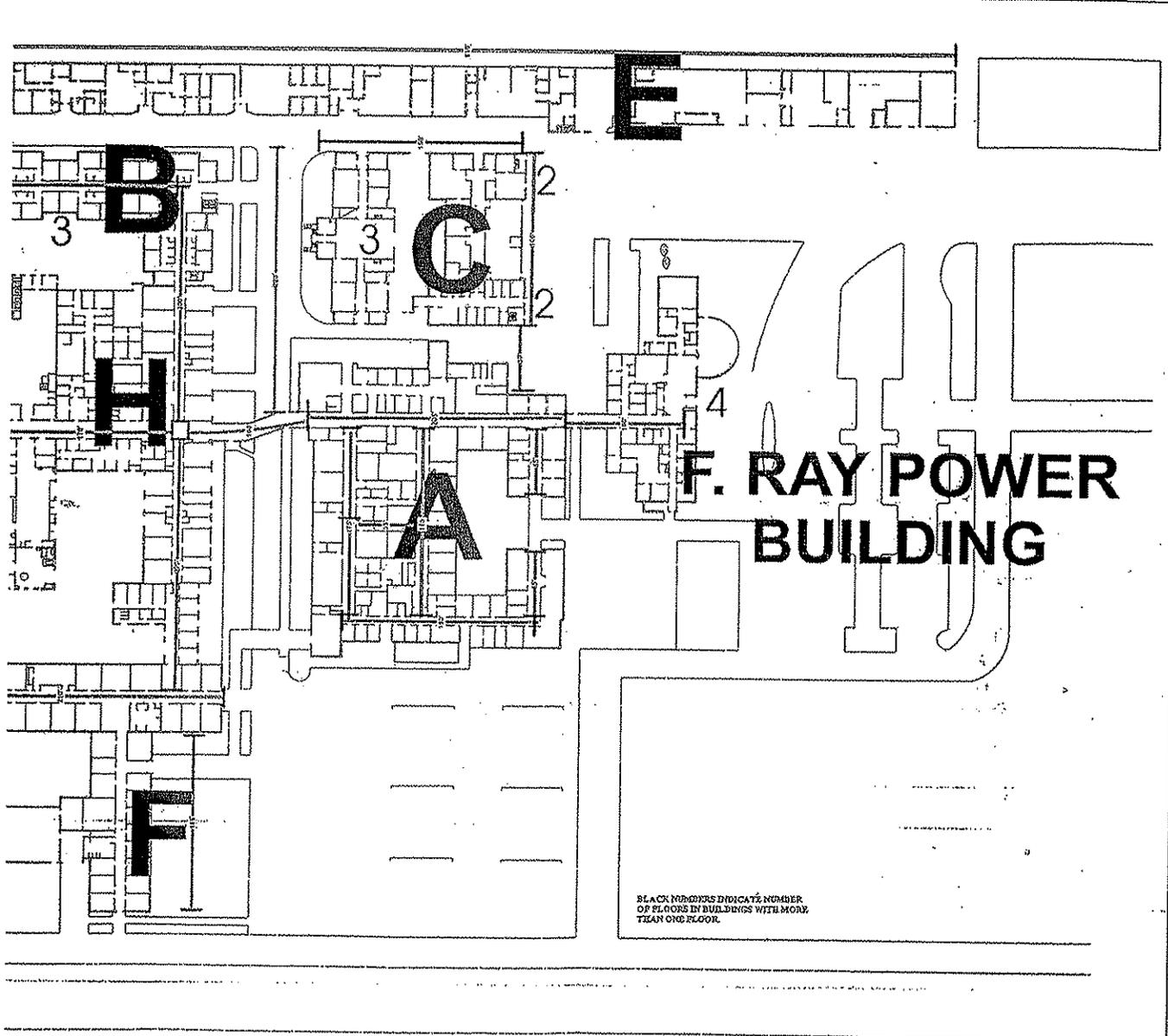
2	CA4000	Apogee Amplifier 590 – Watts		
2	CDC5	CDC Player		
3	HDU250	Microphones		
1	CAM8 Pro	8 Input Mixer		
2	VMIX	Mixer/Pre-Amplifier		
14	MIC1S	Microphone Transformer-Balanced		
2	MAX1R	Mono Auxiliary		
3	MAC	Microphone XLR Cable		
1	SF4	Microphone Floor Stand		
1	TG4C	Tone Generator (Reg. 12V-48V DC Power Supply, 30MA)		
1	LUMDMU	Avaya, or equal, multiple digital message unit		
1	RPKUT11	UTI1 Rack Mounting Kit		
1	UTI1	Universal Telephone Interface		
15,000 ft. est.	6300FE	Cable – Beldon, or equal		
5,000 ft. est.		Conduit, i.e. EMT ½" – must use compression fittings.		
2	AF18 Yoke			
2	VM1X			
1	GS35			
2	AF14 Yoke			
		TOTAL FOR PARTS		
		Labor, inclusive of installation, programming and employee training.		
	First year	Maintenance/Warranty	} See Addendum	
	2 nd year	Maintenance/Warranty		
	3 rd year	Maintenance/Warranty		
	4 th year	Maintenance/Warranty		
	5 th year	Maintenance/Warranty		
		GRAND TOTAL FOR EVALUATION		

Pricing shall be all-inclusive. No separate reimbursement will be made to the vendor for travel, shipping, or any other expense.

BUILDING DESIGNATIONS



BUILDING DESIGNATIONS



017

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Verizon Business Network Services, Inc. d/b/a MCI Worldcom
of 1410 MacCorkle Ave, Charleston, WV 25314, Network Services, Inc.
of Safeco Plaza, Seattle, WA, as Principal, and Safeco Insurance Company of America

WA a corporation organized and existing under the laws of the State of _____
with its principal office in the City of Seattle, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of Five Percent (5%) of Amount Bid (\$ 5% of Amount Bid) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
RFQ# DRS070555; State of West Virginia Division of Rehabilitation Services
Campus-Wide External paging system

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
5th day of December, 20 06

Principal Corporate Seal

Verizon Business Network Services, Inc. d/b/a MCI Worldcom Network Services, Inc.
(Name of Principal)
By Francis Shammo
Francis Shammo (Must be President or Vice President)
SUP & CFO
(Title)
Safeco Insurance Company of America
(Name of Surety)

Surety Corporate Seal

Allison LaRissa Paige
Allison LaRissa Paige Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed, power of attorney must be attached



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
Safeco Plaza
Seattle, WA 98185

KNOW ALL BY THESE PRESENTS:

No. 13030

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****ERIN M. MARGELIS; ALLISON LARISSA PAIGE; BRIAN ST. CLAIR; DONALD R. VOORHEES; Washington, District of Columbia*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 6th day of November, 2006

Handwritten signature of Stephanie Daley-Watson

Handwritten signature of Tim Mikolajewski

STEPHANIE DALEY-WATSON, SECRETARY

TIM MIKOLAJEWSKI, SENIOR VICE-PRESIDENT, SURETY

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Stephanie Daley-Watson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 5th day of December 2006



Handwritten signature of Stephanie Daley-Watson

STEPHANIE DALEY-WATSON, SECRETARY

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BID BOND PREPARATION INSTRUCTIONS

018

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
Request for Quotation Number (upper right corner of page #1)
- (C) Your Company Name
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety Incorporation
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in figures
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Corporation
- (R) Raised Corporate Seal of Principal
- (S) Signature of President or Vice President
- (T) Title of person signing
- (U) Raised Corporate Seal of Surety
- (V) Corporate Name of Surety
- (X) Signature of Attorney in Fact of the Surety

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____ (C) of _____ (D), _____ (E) as Principal, and _____ (F) of _____ (G), _____ (H), a corporation organized and existing under the laws of the State of _____ (I) with its principal office in the City of _____ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of _____ (K) (\$ _____ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for _____ (M)

NOW THEREFORE.

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Obligee may accept such bid: and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this _____ (N) day of _____ (O), 20 _____ (P).

Principal Corporate Seal

(R)

(U)
Surety Corporate Seal

(Name of Principal)
By _____
(Must be President or Vice President)

Title

(Name of Surety)

Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed, a power of attorney must be attached.

A F F I D A V I T

019

West Virginia Code §5A-3-10a states:

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Verizon Select Services Inc.

Authorized Signature: Sulman Nissami Date: 12/4/06

VP PCM



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFC NUMBER
 DRS070555

PAGE
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
 KRISTA FERRELL
 304-558-2596

VENDOR

Verizon
 Attention: Lance Host
 1410 MacCorkle Ave
 Charleston, WV 25301

SHIP TO

DIV OF REHABILITATION SERVICES
 WV REHABILITATION CENTER
 ATTENTION: RECEIVING
 INSTITUTE, WV
 25112 766-4621

DATE PRINTED 11/27/2006	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 12/06/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO PROVIDE TO ANSWERS RAISED AT THE MANDATORY PRE-BID MEETING AND THOSE QUESTIONS RECEIVED PRIOR TO THE NOVEMBER 16, 2006 DEADLINE FOR QUESTIONS.						
BID OPENING DATE REMAINS: DECEMBER 6, 2006 BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		803-55		
				ZONE PAGING SYSTEM		
***** THIS IS THE END OF RFQ DRS070555 *****						TOTAL: \$178,907. ⁰³

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Suleman Nassari</i>	TELEPHONE 304-344-7496	DATE 12/14/06
TITLE VP PCM	FEIN 16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum** - The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

002

**ADDENDUM #01
DRS 070555**

1. The bid will be for a total of two VM1X, not four, as shown on page 14 of the original Attachment A. Vendors should use the attached, revised Attachment A in response to the RFQ.
2. Vendor must supply one standard rack as specified in the attached, revised Attachment A.
3. All cabling and supplies must be plenum rated.
4. Assume that there is no existing cabling. If vendor reuses any existing item i.e.; cable, conduit or hardware the vendor assumes all responsibility for the reused item under the warranty.
5. All available drawings were given to each vendor in the pre-bid meeting. An electronic copy of the facility floor plan is available. It shows footages and speaker estimations. The bidding vendor accepts that ALL information provided on this electronic floor plan is an estimation only and in no way reflects actual footages or speaker or hardware locations. Vendors may request the electronic copy via email charlyn.miller@wvdrs.org, or by calling 304-766-4621.
6. There is conduit between the buildings but we cannot guarantee the condition of it. There may be other cable/wire running through it, but there is no power wiring in any of it. The agency will install conduit to the ball field prior to installation of this system.
7. The entire complex is on one telephone system (Avaya Definity). There is one analog port on the phone system available for use with this paging system.
8. Equipment other than Bogan will be considered, but the successful vendor must certify the substituted equipment product provides 100% of ALL features and functions of the listed Bogan equipment. The Office of Technology, with concurrence of the Purchasing Division, reserves the right to determine the equivalency of any equipment product on any bid submitted.
9. Bidding vendors may do their own site visit to the facility by making an appointment with Charlie Farmer, Facilities Services Manager. His contact information is phone # 304-766-4781. Mr. Farmer has the right to schedule more than one vendor at a time so as not to restrict him from performing his normal duties.

10. The vendor will have ninety (90) calendar days to complete this procurement from the notice to proceed date established via a Notice to Proceed letter to the successful vendor after award.
11. Vendor Pre-Bid sign-in sheet is attached.
12. Revised Attachment A is attached.

ATTACHMENT A

All parts listed are Bogen PCM2000 Zone Paging System, or equivalent unless indicated otherwise.

Quantity	Item #	Description	Unit Price	Extended Price
365	CSD2X2	Drop-In Ceiling Tile Speaker		
8	OCS1	NEAR Orbit Ceiling Speaker		
13	OPS1	NEAR Orbit Pendent Speaker		
8	TBCR	Tile Bridge		
2	A8T	NEAR Armadillo Speaker 64-Watts		
1	A6T	NEAR Armadillo Speaker 32-Watts		
1	AT10A	Speaker Line Attenuator 10-Watts		
5	SPT15A	Reentrant Horn 15-Watts		
42	SPT30A	Reentrant Horn 30-Watts		
43	BC1	SPT Beam Mounting Clamp		
2	M450	M-Class Amplifier 900-Watts		
2	RPK86	M-Class Rack Mounting Kit		
1	GS250	Gold Seal Series Amplifier 250-Watts		
1	GSRPK	GS Rack Mounting Kit		
1	V35	Power Vector Amplifier 35-Watts		
1	TBL1S	Transformer Balanced Input Module		
1	ANS1R	Ambient Noise Sensor Output Module		
1	RPK87	Power Vector Rack Mounting Kit		
3	ANS500M	ANS1R Microphone Module		
8	TPU15A	Telephone Paging Amplifier 15-Watts		
2	TPU100B	Telephone Paging Amplifier 100-Watts		
1	TPU250B	Telephone Paging Amplifier 250-Watts		
3	TPU60B	Telephone Paging Amplifier 60-Watts		
11	TPU35B	Telephone Paging Amplifier 35-Watts		
1	DFT120	Digital Feedback Terminator		
18	RPK82	TPU100B & 35B Rack Mounting Kit		
1	PCMTIM	PCM2000 Telephone Interface Module		
4	PCMCPU	PCM2000 Central Processing Module		
4	PCMPS2	PCM2000 Power Supply		
11	PCMZPM	PCM2000 Zone Page Module		
3	RPK84	PCM2000 Rack Mounting Kit		
2	AFI-205	Apogee Contactor Series Loudspeaker System		
2	AF14M	Apogee Contactor Series Loudspeaker System		
2	AF18	Apogee Contactor Series Loudspeaker		

		System		
1	CA2000	Apogee Amplifier 250 – Watts		
2	CA4000	Apogee Amplifier 590 – Watts		
2	CDC5	CDC Player		
3	HDU250	Microphones		
1	CAM8 Pro	8 Input Mixer		
2	VMIX	Mixer/Pre-Amplifier		
14	MIC1S	Microphone Transformer-Balanced		
2	MAX1R	Mono Auxiliary		
3	MAC	Microphone XLR Cable		
1	SF4	Microphone Floor Stand		
1	TG4C	Tone Generator (Reg. 12V-48V DC Power Supply, 30MA)		
1	LUMDMU	Avaya, or equal, multiple digital message unit		
1	RPKUT11	UT11 Rack Mounting Kit		
1	UT11	Universal Telephone Interface		
15,000 ft. est.	6300FE	Cable – Beldon, or equal, must be plenum rated		
5,000 ft. est.		Conduit, i.e. EMT ½ " – must use compression fittings.		
2	AF18 Yoke			
1	55053703	Rack, Chatsworth, or equal		
1	GS35			
2	AF14 Yoke			
		TOTAL FOR PARTS	#	34,399.72
		Labor, inclusive of installation, programming and employee training.	#	97,716.31
	First year	Maintenance/Warranty	\$	0.00
	2 nd year	Maintenance/Warranty	#	11,637.00
	3 rd year	Maintenance/Warranty	#	11,718.00
	4 th year	Maintenance/Warranty	#	11,718.00
	5 th year	Maintenance/Warranty	#	11,718.00
		GRAND TOTAL FOR EVALUATION	#	178,907.03

Pricing shall be all-inclusive. No separate reimbursement will be made to the vendor for travel, shipping, or any other expense.

RECEIVED

2006 NOV 16 P 2:51

PURCHASING DIVISION
STATE OF WV

Pre-Bid Conference SIGN IN SHEET

[Please Print]

006

Request for Proposal No.: DRS 070555 Date: 11/16/06

<u>Firm & Representative Name</u>	<u>Mailing Address</u>	<u>Telephone & FAX Numbers</u>
1. <u>FORT HERNY REALTY INC</u> <u>DBR ADVANCED COMMUNICATIONS Co</u> <u>Roy Hayhurst</u>	<u>P.O. Box 4650</u> <u>WHEELING, WV 26003</u>	T: <u>304 233-3000</u> F: <u>304-233-9666</u>
2. <u>GRAYBAR ELECTRIC</u> <u>Kevin Hypes</u>	<u>1010 Young St.</u> <u>CHARLESTON WV 25301</u>	T: <u>304-344-2371</u> F: <u>304-344-0324</u>
3. <u>Access</u> <u>Travis Billak</u>	<u>4108 MacCorkle Ave</u> <u>Charleston WV 25301</u>	T: <u>304-340-4296</u> F: _____
4. <u>Access</u> <u>RADUS SIMMON</u>	<u>4100 MacCorkle St</u> <u>CHAS WV 25304</u>	T: <u>304-340-4288</u> F: <u>304-340-4293</u>
5. <u>Electronic Specialty</u> <u>John Garner</u>	<u>1325 Dunbar Ave</u> <u>Dunbar, WV 25064</u>	T: <u>304-766-6277</u> F: <u>304-766-6270</u>
6. <u>Mon Valley Technology/Verizon</u> <u>Bob Bishop</u>	<u>3504 River Road</u> <u>Morgantown, WV 26501</u>	T: <u>304 278-7773</u> F: <u>304 278-7404</u>
7. <u>Verizon</u> <u>Lance Host</u>	<u>1410 MacCorkle Ave</u> <u>Charleston, WV 25301</u>	T: <u>304-284-0504</u> F: <u>304-284-0500</u>
8. <u>Jeffrey Jones</u> <u>United Sound Electronics</u>	<u>525 E Main</u> <u>Bridgeport WV 26330</u>	T: <u>304 842-6030</u> F: <u>304 842-7160</u>
9. <u>Bears Cox</u> <u>Beano Inc. Cox Service & Security</u>	<u>P.O. Box 6051</u> <u>Bluefield WV 24701</u>	T: <u>304-324-4210</u> F: <u>304-323-2310</u>
10. <u>Secure U.S.</u> <u>Bo WINDVICH</u>	<u>P.O. Box 424</u> <u>Morgantown, WV 26507</u>	T: <u>304-291-2974</u> F: <u>304-284-9678</u>

Please print or write legibly. The fax number is essential to contact the attendees in a timely manner.

PLEASE LEAVE YOUR BUSINESS CARD.

Quote



Quote # 8-2HZKM5
Revision # 1
Date 12/06/2006

Bill To:
WV Division of Rehabilitation Service
Receiving

Customer Ship To:
WV Division of Rehabilitation Service
Receiving

Institute, WV 25112
Attn: Aaron Johnson

Institute, WV 25112
Attn: Aaron Johnson

Quote Date 12/06/2006	Project Engineer MICHAEL DAVIS	NSE MICHAEL DAVIS	CAM
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MatCode	Part Number	Description	Qty	Price	Extended
711858	AT10A	70VOLT ATTENUATOR 10	1	\$24.59	\$24.59
815261	SPT15A	HORN, PAGING 15W W	5	\$75.31	\$376.55
87281661	BC1	BEAM CLAMP, HS-EZ,	43	\$4.77	\$205.11
73122798	GSRPK	RACK KIT FOR GS AMPL	1	\$22.33	\$22.33
495112	ANSS500M	SYSTEM AMBIENT NOISE	3	\$26.00	\$78.00
401779	TPU100B	100 WATT AMP W/TEL A	2	\$456.13	\$912.26
401778	TPU60B	60 WATT AMP W/TEL AC	3	\$415.27	\$1,245.81
401777	TPU35B	35 WATT AMP W/TEL AC	11	\$340.39	\$3,744.29
564287	DFT120	TERMINATOR DIGITAL F	1	\$809.06	\$809.06
908183	RPK82	RACK MOUNT KIT FOR T	18	\$26.00	\$468.00
828747	RPK84	KIT RACK MOUNT F/PCM	3	\$26.00	\$78.00
815609	TPU15A	AMPLIFIER 15 WATT W	8	\$208.37	\$1,666.96
810699	TG4C	ZONE GENERATOR BOG	1	\$120.88	\$120.88
73075940	RPKUT11	RACK MNT KIT, COVER	1	\$35.48	\$35.48
73075939	UT11	1 ZONE PAGE CNTRL W/	1	\$182.31	\$182.31
381686	GS35	AMPLIFIER 35WATT GOL	1	\$339.10	\$339.10
73100486	CSD2X2	CEILING SPEAKER DROP	365	\$55.06	\$20,096.90
73100485	OP51W	HAGING PEDANT SPEAKE	13	\$185.12	\$2,406.56
815262	SPT30A	30WATT HORN WITH TRA	42	\$92.32	\$3,877.44
73041192	M450	POWER AMP STEREO 450	2	\$1,124.79	\$2,249.58
73041191	RPK86	REAR RACK SUPPORT BR	2	\$34.14	\$68.28
559509	GS250	250WATT AMP	1	\$744.95	\$744.95
73038349	V35	MODULAR 8 INPUT 35W	1	\$313.22	\$313.22

PRICING IS VALID FOR ONLY 45 DAYS FROM QUOTE DATE

PRICES DO NOT INCLUDE TAXES

VERIZON PROPRIETARY INFORMATION

Quote



Quote # 8-2HZKM5
 Revision # 1
 Date 12/06/2006

MatCode	Part Number	Description	Qty	Price	Extended
73038350	RPR87	RACK MOUNT KIT FOR P	1	\$27.28	\$27.28
87273938	TPU250	AMPLIFIER 250W RMS W	1	\$844.24	\$844.24
373552	PCM-TIM	TELEPHONE PAGING INT	1	\$113.90	\$113.90
373550	PCM-CPU	CENTRAL PROCESSOR /	4	\$92.78	\$371.12
87283593	PCM-PS2	SUPPLY POWER 12VDC F	4	\$23.49	\$93.96
373551	PCM-ZPM	MODULE ZONE PAGING (11	\$79.36	\$872.96
303638	MAC	MICROPHONE CABLE 25F	3	\$24.96	\$74.88
838603	SF4	ADJUSTABLE MICROPHON	1	\$32.30	\$32.30
73138083	A6TBK	2-WAY 6IN ALLOY LF	1	\$178.51	\$178.51
73138089	A8TBK	2-WAY 8IN ALLOY	2	\$264.40	\$528.80
73138094	ANS1R	AMBIENT NOISE SENSOR	1	\$168.91	\$168.91
73138108	CAMBPRO	2 CHANNEL 8 INPUT LI	1	\$627.06	\$627.06
73138129	HDU250	HANDHELD NEO MAGNET	3	\$107.67	\$323.01
73138135	MAX1R	MONO AUX INPUT RCA	2	\$45.39	\$90.78
73138139	MIC1S	MIC INPUT TRANSFORME	14	\$66.80	\$935.20
73138148	OCS1	CEILING SPEAKER COAX	8	\$112.38	\$899.04
73138176	TBCR	TILE BRIDGE & C-RING	8	\$11.87	\$94.96
73138175	TBL1S	TRANSFORMER BALANCED	1	\$49.19	\$49.19
73138186	VMIX	MODULE 8 INPUT/OUTPUT	2	\$289.85	\$579.70
73138198	106-0200	AFT-205 WITH GAS TIG	2	\$261.39	\$522.78
73138199	106-0460	AFT-4MB BI AMPED W D	2	\$350.37	\$700.74
73138200	106-0800	AFT-8 PASSIVE SGL AM	2	\$497.75	\$995.50
73138201	230-2000	CA-2000 STEREO PWR A	1	\$303.10	\$303.10
73138203	230-4000	CA-4000 STEREO PWR A	2	\$458.82	\$917.64
73138205	DCM290P-S	5 DISC CD CHANGER, R	2	\$166.85	\$333.70
EPR7	Lumdanu	MULTIPLE DIGITAL MES	1	\$2,651.02	\$2,651.02
					\$53,395.94

PRICING IS VALID FOR ONLY 45 DAYS FROM QUOTE DATE

PRICES DO NOT INCLUDE TAXES
 VERIZON PROPRIETARY INFORMATION

Quote

Quote # 8-2HZKM5
Revision # 1
Date 12/06/2006



PRICING SUMMARY

TOTAL EQUIPMENT PRICE	\$53,395.94
LABOR	\$3,400.00
MINOR MATERIAL	\$3,500.00
SUBCONTRACTOR LABOR	\$94,316.31
DISCOUNTS	-\$23,319.58
SHIPPING & HANDLING	\$823.36
TOTAL SYSTEMS PRICE	\$132,116.03
TOTAL MAINTENANCE PRICE	\$46,791.00
TOTAL PRICE	\$178,907.03

MAINTENANCE SUMMARY

VOICE - Prepaid Office Hrs Thru Yr 5 \$46,791.00

PRICING IS VALID FOR ONLY 45 DAYS FROM QUOTE DATE

PRICES DO NOT INCLUDE TAXES

VERIZON PROPRIETARY INFORMATION



Chip Merritt
Corporate Account Manager
1410 MacCorkle Avenue, SE
Charleston, WV 25314

December 6, 2006

Krista Ferrell
Purchasing Division
2019 Washington Street East
Charleston, WV 25305

Krista,
Please note that we want to call out that there are new Bogen part numbers that have replaced some of the numbers on the parts list on Attachment A Addendum 1. We have reflected the new numbers on our quote and included below;

OPS1 CHANGES TO OPS1W
A8T CHANGES TO A8TBLK
A6T CHANGES TO A6TBLK
AFI-205 CHANGES TO 106-0200
AF14M CHANGES TO 106-0460
AF18 CHANGES TO 106-0800
CA2000 CHANGES TO 230-2000
CA4000 CHANGES TO 230-4000
CDC5 CHANGES TO DCM290P-S

Also, here is the 5 year breakdown on the maintenance:

Year 1 warranty
Year 2 \$11,637
Year 3 \$11,718
Year 4 \$11,718
Year 5 \$11,718

Total Maintenance \$46,791.00 for 5 years

Please note HOWEVER . . . that these maintenance rates are only valid if included on the initial purchase order. If maintenance is purchased after the warranty period these rates are NOT valid and must be requested.

System Agreement



This System Agreement ("Agreement"), effective as of the ____ day of ____, 20____, is made by and between

A. Verizon Entity Name ("Verizon"): Verizon Select Services Inc	B. Customer Name ("Customer") Wv Division of Rehabilitation Services
Address: 1410 MacCorkle Ave	Address:
City: Charleston State: WV Zip Code: 25314	City: Institute State: WV Zip Code: 25112
Contact Name and Phone Number: Chip Merritt 304-344-7496	Customer Billing Address (if different):
Quote Number (if applicable) <u>8-2HZKMS</u>	City: State: Zip Code:
	Contact Name and Phone Number: Krista Ferrell 304-558-2596

<p>C. Select all applicable options:</p> <p> <input checked="" type="checkbox"/> New System/Service Sale <input type="checkbox"/> Adds/Upgrade to Existing System <input type="checkbox"/> Installation Services </p> <p>Verizon Maintenance and Management Services</p> <p> <input type="checkbox"/> Data Maintenance Next Business Day Remote <input type="checkbox"/> Data Maintenance 4-Hour Remote <input type="checkbox"/> Data Maintenance 4-Hour On-Site <input type="checkbox"/> Data Maintenance 8-Hour On-Site <input type="checkbox"/> Video Central Support Next Business Day On-Site <input type="checkbox"/> Video Central Support Next Business Day Remote <input type="checkbox"/> Connectivity Assurance <input type="checkbox"/> IP Phones Next Business Day <input type="checkbox"/> IP Telephony Application Server Platform 4-Hour Remote <input type="checkbox"/> IP Telephony Application Server Platform 4-Hour On-Site <input type="checkbox"/> IP Telephony Application Server Platform 8-Hour On-Site <input type="checkbox"/> IP Telephony Software Support <input type="checkbox"/> SiteWatch – Fault Management <input type="checkbox"/> SiteWatch – Performance Management <input type="checkbox"/> SiteWatch – Configuration Management <input type="checkbox"/> IPTWatch Call Manager/Server Management <input type="checkbox"/> IPTWatch Unity Voice Mail/Server Management <input type="checkbox"/> IPTWatch IP QoS Fault Monitoring <input type="checkbox"/> IPTWatch QoS Performance Monitoring </p>	<p>Verizon Maintenance and Management Services Cont'd.</p> <p> <input type="checkbox"/> 8x5 Switch & Phones <input type="checkbox"/> 8x5 Switch & Proprietary Phones <input type="checkbox"/> 8x5 Switch Only <input type="checkbox"/> 8x5 Ancillary/Auxiliary Equipment <input type="checkbox"/> 8x5 Nortel Norstar <input type="checkbox"/> 8x5 NEC Electra Elite <input type="checkbox"/> 8x5 Business Communication Manager <input type="checkbox"/> 8x5 Centrex CPE <input type="checkbox"/> 24x7 Centrex CPE <input type="checkbox"/> 24x7 Switch & Proprietary Phones <input type="checkbox"/> 24x7 Switch Only <input type="checkbox"/> 24x7 Ancillary/Auxiliary Equipment <input type="checkbox"/> 24x7 Nortel Norstar <input type="checkbox"/> 24x7 NEC Electra Elite <input type="checkbox"/> 24x7 Business Communication Manager <input type="checkbox"/> 24x7 Voice Service Plus <input type="checkbox"/> Software Release Subscription (SRS) <input type="checkbox"/> On-Site Technician <input type="checkbox"/> Supplemental Warranty Coverage (extends the standard warranty to 24 hour coverage for major failures during the warranty period) <input type="checkbox"/> Other _____ </p>
--	--



System Agreement

Verizon Maintenance and Management Services Cont'd.

Third Party Maintenance Services (Maintenance will be provided in accordance with the vendor's terms and conditions and except for Sections 2, 4, 11, 12, 13 and 14 the terms and conditions herein shall not apply to such maintenance services.)

- Nortel Extended Service
 Cisco SmartNet
 Other: _____

D. Payment Options:

- Cash Purchase
 Lease/Financing
 Verizon Credit Inc.
 Third Party Lease/Financing _____ (must have prior written approval of Verizon)
 E-Rate/USF Funding Application No. _____
 Tax Exempt No. _____

E. The total price of the System and/or services being purchased by the Customer is:

System Price	\$ _____
Professional Services Price	\$ _____
Security Solutions Services Price	\$ _____
Maintenance Service	
Voice Maintenance Service for _____ Year(s)	\$ _____
Managed Network Solutions Service for _____ Year(s)	\$ _____
Third Party Maintenance Service for _____ Year(s)	\$ _____
Supplemental Warranty Coverage	\$ _____
Applicable taxes (estimated)	\$ _____
TOTAL PRICE	\$ _____
Down Payment	\$ _____
Balance Due	\$ <u>178,907.03</u>

Customer Initials



System Agreement

F. Maintenance Service Billing Option:

Pre-paid Billing: _____ years \$_____

(Annual Rate)

Deferred Billing (deferred until warranty expiration):

_____ years

\$_____

\$_____

\$_____

\$_____

\$_____

(Year 1)

(Year2)

(Year 3)

(Year 4)

(Year 5)

Bill deferred payment (check one): annually semi-annually quarterly monthly

G. Attachments

- Addendum for Equipment/Services Subject to E-Rate Funding
- Call Center Software, Support and Professional Services Exhibit
- Equipment Sales and Installation Exhibit
- Managed Network Solutions Exhibit
- Professional Services Exhibit
- Quote
- Security Solutions Exhibit
- Service Plan Description(s)
- Statement of Work
- Voice Maintenance Exhibit

THE TERMS AND CONDITIONS OF THIS AGREEMENT CONTINUE ON THE FOLLOWING PAGES

Customer Initials



System Agreement

1. Scope of Agreement. Subject to the terms and conditions of this Agreement, Verizon will provide Customer, either directly or in conjunction with such subcontractors as it may select, the equipment, software, installation services, maintenance and/or professional services (hereinafter collectively the "System") as described in this Agreement and as further described in a Statement of Work and any Exhibit attached hereto.

1.1 For Equipment Sale and Installation Services: Verizon will provide and, if applicable, install the equipment as set forth in the applicable quote and the Equipment and Installation Services Exhibit.

1.2 For Maintenance Services: Verizon will provide the maintenance services as set forth in the applicable quote and the Call Center Software, Support and Professional Services Exhibit, the Maintenance Services Exhibit and/or the Managed Network Solutions Exhibit.

1.3 For Professional Services: Verizon will provide the professional services as set forth in the applicable quote and the Professional Services Exhibit.

1.4 For Security Solutions Services: Verizon will provide the security solutions services as set forth in the applicable quote and the Security Solutions Services Exhibit.

1.5 For Managed IP Telephony Services: Verizon will provide the managed IP telephony services as set forth in the applicable quote and the Managed IP Telephony Services Exhibit.

All applicable Statements of Work and Exhibits attached hereto are incorporated herein and made a part of this Agreement.

2. Fees and Payment.

2.1 Customer will pay all fees for the System as set forth on Pages 2 and 3 of this Agreement and the applicable quote or Statement of Work, subject to additions and deductions made by written Change Order(s). Customer is responsible for applicable taxes, shipping, handling, telecommunication surcharges and other charges applicable to the equipment and/or services provided under this Agreement. Customer agrees either to pay to Verizon the amount of all applicable taxes (as determined by tax authorities) or to provide upon execution of this Agreement evidence of exemption acceptable to Verizon.

2.2 Payments are due within thirty (30) days of receipt of the invoice ("Due Date") and any payment not received by the Due Date shall be subject to a late payment charge of the lesser of one and one-half percent (1.5%) per month and the maximum amount allowed by law. Late payment charges will be assessed monthly against the amount due. Should Customer dispute an amount invoiced, Customer shall pay the undisputed portion of that invoice and promptly notify Verizon in writing of the amount and nature of the dispute and the parties shall cooperate to resolve the dispute pursuant to Section 15 of this Agreement. Verizon reserves the right to suspend or terminate any or all Services or terminate the provision, installation or repair of any or all equipment subject to this Agreement immediately if Customer is more than sixty (60) days overdue for payments that have not been disputed in good faith.

2.3 The down payment listed on Page 2 of this Agreement shall be paid at execution of this Agreement. The balance due shall be paid in accordance with the terms of this Section unless otherwise specified in a Statement of Work.

3. Term and Termination. This Agreement shall be effective as of the date first set forth above and shall continue in full force and effect until terminated in accordance with this Agreement.

3.1. Either party may, upon written notice, immediately suspend its performance of and/or terminate the affected service or equipment order to which the deficiency pertains in the event the other party (i) fails to perform material terms of this Agreement and (a) such failure is not cured within thirty (30) calendar days following receipt of a default notice in writing from the other party, or (b) if such failure cannot reasonably be cured during that time and the defaulting party fails to use commercially reasonable efforts to cure such breach as soon as practicable, but in any event within ninety (90) calendar days following written notice; (ii) engages in fraud, criminal conduct or willful misconduct in connection with the business relationship of the parties; or (iii) becomes insolvent, ceases doing business in the ordinary course, enters bankruptcy proceedings or effects an assignment for the benefit of creditors. In the event Verizon terminates this Agreement pursuant



System Agreement

to this Section 3.1, Customer shall promptly pay Verizon for the System and any services provided up to the date of termination. In the event Customer defaults under this Agreement, Customer's down payment shall be non-refundable.

3.2. Either party may terminate this Agreement or a Statement of Work for convenience, in whole or in part, upon thirty (30) days prior written notice to the other party. If this Agreement or a Statement of Work is terminated by Customer pursuant to this Section, or if an order under this Agreement is cancelled by Customer, Verizon shall have no further responsibility under this Agreement, Statement of Work or such order, as applicable, and Customer shall promptly pay Verizon:

- 3.2.1. for all equipment and services provided up to the date of termination or cancellation, as applicable;
- 3.2.2. for all expenses incurred up to the date of termination or cancellation, as applicable, including but not limited to the costs of terminating purchase orders, return of equipment and/or software, removal of equipment and/or software and other contractual obligations made by Verizon to meet its obligations under this Agreement or Statement of Work, plus a restocking fee of twenty-five percent (25%) of the cost of any equipment cancelled or returned.

3.3. Where multiple Statements of Work are associated with this Agreement, the termination of one or fewer than all of the Statements of Work shall only affect the terminated Statement(s) of Work. The remaining Statement(s) of Work shall remain in effect.

3.4. Verizon reserves the right to suspend performance under this Agreement or a Statement of Work if required, in Verizon's sole discretion, by regulation, statute, judicial action or other applicable legal requirement.

3.5. Verizon reserves the right to amend the rates, terms and conditions of Service under this Agreement to be effective upon the commencement of any renewal term and without formal amendment of this Agreement by providing Customer written notice thereof prior to the expiration of the then-current term. If Customer is unwilling to accept such amended rates, terms and conditions, Customer shall provide Verizon written notice thereof prior to the expiration of the then-current term, in which event the Service shall terminate upon expiration of the then-current term.

3.6. Termination of this Agreement shall not relieve either party of its respective obligations to comply with all terms of this Agreement that expressly call for performance prior or subsequent to the termination date, including without limitation the parties' respective obligations to protect proprietary and confidential information.

4. Purchase Order. The parties acknowledge that a Customer purchase order or similar document is intended solely to evidence Customer's intention to purchase equipment, software and/or services set forth therein. Except with respect to a provision in a Customer purchase order or similar document evidencing an intent to be bound by the terms and conditions of an Agreement between Customer and Verizon, the terms and conditions of such Customer purchase order or similar document shall be disregarded and of no force or effect, it being agreed that the terms and conditions of the Agreement between Customer and Verizon shall govern.

5. Leasing Option. With Verizon's prior written consent Customer may finance the System or any portion thereof in a separate transaction through a third party leasing company ("Lessor") approved by Verizon, assign its rights and obligations with respect to payment under this Agreement to the Lessor, and/or cause the Lessor to issue a purchase order in a form acceptable to Verizon. Notwithstanding such transaction and/or assignment, Customer shall remain responsible for performance of all of its obligations under this Agreement, including payment in full.

6. Risk of Loss. If Verizon installs the System, risk of loss or damage to the System passes to Customer on delivery of the System (including portions thereof) to Customer's site. If Verizon does not install the System, risk of loss or damage to the System (or portions thereof) passes to Customer upon delivery to the carrier.

7. Title and Security Interest. Until full payment has been rendered, Customer grants Verizon a purchase money security interest in the System, and agrees to execute all documents necessary to perfect that interest and, to the extent permitted by law, grants Verizon a special power-of-attorney for the purpose of executing the necessary documents. Upon final payment, title shall pass to Customer and Verizon will release its security interest. Customer will not grant or convey to any other person or entity a security interest in, or permit placement of a lien on, the System unless and until Customer has paid Verizon in full for such System.



System Agreement

8. Software. Software provided in conjunction with the System is licensed to Customer under the license provided by the software publisher or by the equipment manufacturer with which the software is provided. Customer shall, if required, execute a separate software license agreement in a form satisfactory to the software publisher or equipment manufacturer.

9. Customer Responsibilities. Customer will:

- 9.1. Allow Verizon access for installation, inspection, testing, maintenance and repair of the System and performance of any required activity.
- 9.2. Provide suitable building facilities for the System in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes.
- 9.3. Provide necessary heating, cooling, humidity and dust control as required by manufacturer specifications.
- 9.4. Remove existing equipment or cable that interferes with System installation.
- 9.5. Identify and disclose to Verizon concealed equipment, wiring or conditions that might be affected by or might affect the installation of the System. Customer shall defend and hold Verizon harmless from any claim, damage or liability resulting from a failure to disclose this information.
- 9.6. Authorize Verizon, at Customer's expense, to make service requests upon third parties for System interconnection requirements, including obtaining telephone service for testing where necessary.
- 9.7. Designate trash deposit points on each floor on which the System is to be installed where Verizon will place waste for removal by Customer.
- 9.8. Cooperate with Verizon's requests for assistance in testing or installation.
- 9.9. Be responsible for providing adequate back-up of data and for restoring data to repaired equipment.
- 9.10. If the System is to be connected to the public network, be solely responsible for selection, implementation and maintenance of security features for defense against unauthorized long distance calling, and for payment of long distance, toll and other telecommunications charges incurred through use of the System.
- 9.11. Immediately notify Verizon of any anticipated delay in building availability or inability to meet any of the above listed requirements.

10. Changes In/Additions to System.

10.1 Customer may order additional equipment, software, and/or services pursuant to a written Amendment, Customer purchase order or similar document, and such order shall be governed by this Agreement, including without limitation Section 4, and shall specifically reference this Agreement.

10.2 Customer shall also have the right, by written notice, to propose changes in the System under this Agreement and any Statement of Work ("Change Orders") and Verizon shall comply to the extent it deems feasible and reasonable. If Verizon determines that such changes cause an increase or decrease in the cost of or time required for performance, Verizon shall advise Customer and such adjustments shall be reflected in a written Change Order. Should Verizon encounter, in installing the System, any concealed or unknown condition not expressly set forth in the applicable Statement of Work, which condition affects the price or schedule for installation of the System, the price and/or the schedule shall be equitably adjusted by Change Order to cover all costs, including but not limited to labor, equipment, materials and tools necessary to carry out the change.

10.3 No Change Order shall become effective as a part of this Agreement and the applicable Statement of Work, and no changes in the System shall be initiated, until the Change Order is mutually agreed upon in writing. Verizon shall not be obligated to consider or accept any Change Order that results in a decrease of more than twenty percent (20%) in the total price of the System. Verizon may also propose changes in or additions to the System, and may proceed with such changes upon execution by Customer and Verizon of a written Change Order.

11. Warranty. Verizon warrants that it will perform the services provided under this Agreement in a good and workmanlike manner. Unless otherwise set forth in an Exhibit, all manufacturers'/publishers' warranties for equipment and/or software provided hereunder are passed through to Customer and warranty claims shall be presented by Customer directly to the manufacturer/publisher.

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES FROM VERIZON, UNLESS OTHERWISE STATED IN AN EXHIBIT. OTHERWISE VERIZON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF



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MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY WARRANTY OF NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. VERIZON SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO VERIZON'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD. VERIZON MAKES NO WARRANTY FOR USE OF THE SYSTEM AS A COMPONENT IN LIFE SUPPORT SYSTEMS OR DEVICES, PUBLIC SAFETY SYSTEMS, OR WITH RESPECT TO THE PERFORMANCE OF ANY SOFTWARE OR FIRMWARE.

12. Limitation of Liability. EXCEPT FOR PAYMENTS OWED UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING A PARTY'S NEGLIGENCE) OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM DELAY, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, LOST PROFITS (ACTUAL OR ANTICIPATED), UNAVAILABILITY OF ALL OR PART OF THE SYSTEM, OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET OUT IN SECTION 13, VERIZON'S ENTIRE LIABILITY FOR ANY OTHER DAMAGE WHICH MAY ARISE HEREUNDER, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING VERIZON'S NEGLIGENCE, OR OTHERWISE, SHALL BE LIMITED TO THE PURCHASE PRICE OF THE SPECIFIC EQUIPMENT, SOFTWARE OR SERVICES GIVING RISE TO THE CLAIM. VERIZON SHALL BEAR NO LIABILITY FOR USE OF EQUIPMENT, SOFTWARE OR SERVICES PROVIDED UNDER THIS AGREEMENT IN CONNECTION WITH LIFE SUPPORT SYSTEMS OR DEVICES OR PUBLIC SAFETY SYSTEMS. EXCEPT AS EXPRESSLY STATED OTHERWISE HEREIN, VERIZON SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR INTEROPERABILITY OR COMPATIBILITY OF THE SYSTEM WITH THIRD-PARTY PRODUCTS OR SYSTEMS THAT CUSTOMER MAY UTILIZE IN CONJUNCTION WITH THE SYSTEM OR TO WHICH CUSTOMER MAY CONNECT THE SYSTEM.

13. Indemnification and Defense.

13.1 Except as provided below, Verizon will defend Customer against any claim, suit, action or proceeding alleging that equipment supplied by Verizon to Customer under this Agreement ("Verizon supplied equipment") infringes a valid U.S. patent or copyright ("Claim"), and Verizon will indemnify and hold harmless Customer against any and all finally awarded costs and expenses, including attorneys' fees, in connection with any such Claim.

13.2 If the use of any Verizon supplied equipment is enjoined or subject to a Claim as described above, Verizon may, at its option and expense, either procure for Customer the right to continue to use the equipment, replace the equipment, or relevant component, with substantially equivalent, non-infringing equipment, or relevant component, or modify the equipment, or relevant component, so that it becomes non-infringing. In the event that none of the foregoing options is commercially reasonable to Verizon, Verizon will remove the infringing Verizon supplied equipment and refund to Customer the purchase price for the equipment less depreciation for its use. Depreciation shall be calculated on a straight-line basis, assuming a useful life of five (5) years.

13.3 Verizon shall have no obligation for (a) any costs, fees or expenses incurred by Customer without Verizon's prior written consent; (b) any allegation, assertion, or claims of intellectual property infringement, including contributory infringement or inducement to infringe, arising out of or related to any Claim: (i) automated call processing, automated voice service, automated customer service or combined live operator/automated systems processing used in processing or completing calls, (ii) automated bridging of more than two callers utilizing some form of "listen only" (unilateral) communication combined with some form of interactive communication, (iii) prepaid calling products or services, (iv) wireless telecommunications services or support therefor, or (v) "music on hold," service; or (c) any indirect, special, consequential or incidental damages arising out of any Claim.

13.4 Any obligation on the part of Verizon to defend and indemnify shall not apply to any Claim or portion thereof that arises from (i) any negligent or willful act or omission by or attributable to Customer; (ii) use or operation of the Verizon



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supplied equipment in combination with equipment or services provided by Customer or any third party; (iii) any addition to or modification of the Verizon supplied equipment by Customer, any third party or Verizon at Customer's request; (iv) use of other than the then current unaltered release of any software used in the Verizon supplied equipment; or (v) any equipment, system, product, process, method or service of Customer which otherwise infringed the U.S. patent or copyright asserted against Customer prior to the supply of the equipment to Customer by Verizon under the Agreement.

13.5 The foregoing states the entire obligation of Verizon to Customer and is Customer's sole and exclusive remedy with respect to any Claim of infringement of any intellectual property right of any kind, and Verizon disclaims all other warranties and obligations with respect to any such Claims.

13.6 Customer shall defend, indemnify and hold harmless Verizon, its employees, officers, directors, agents and affiliates for damages, costs and attorneys fees in connection with any claim arising out of (a) Customer's use of the equipment provided by Verizon other than as expressly indemnified by Verizon pursuant to Section 13.1 of this Agreement, (b) combination of the equipment provided by Verizon with other equipment, software, products or services not provided by Verizon under this Agreement, (c) modification of the equipment provided by Verizon, or (d) arising out of the content of communications transmitted by or on behalf of Customer in the use of the services or equipment provided by Verizon, including but not limited to libel, slander, and invasion of privacy.

13.7 Each party (the "indemnitor") shall defend, indemnify, and hold harmless the other party (the "indemnitee") against all claims and liabilities for direct damages imposed on the indemnitee for bodily injuries, including death, and for damages to real or tangible personal property to the extent caused by the negligent or otherwise tortious acts or omissions of the indemnitor, its agents or employees in the course of performance of this Agreement.

13.8 The defense and indemnification obligations set forth in this Section 13 are contingent upon (1) the indemnitee providing the indemnitor prompt, written, and reasonable notice of the claims, demands, and/or causes of action subject to indemnification, (2) the indemnitee granting the indemnitor the right to control the defense of the same, and (3) the indemnitee's full cooperation with the indemnitor in defense of the claim, including providing information and assistance in defending the claim. Nothing herein, however, shall restrict the indemnitee from participating, on a non-interfering basis, in the defense of the claim, demand, and/or cause of action at its own cost and expense with counsel of its own choosing. No settlement may be entered into by the indemnitor on behalf of the indemnitee that includes obligations to be performed by the indemnitee (other than payment of money that will be fully paid by the indemnitor under Sections 13.1- 13.7 above) without indemnitee's prior written approval.

14. Confidentiality. Except as required by law or regulation, each party (the "receiving party") shall keep confidential and not disclose, directly or indirectly, to any third party any Confidential Information, as defined below, received from the other party (the "disclosing party") without the prior written consent of a duly authorized officer of the disclosing party. The disclosing party shall conspicuously mark its tangible Confidential Information as Proprietary or Confidential at the time of disclosure to the receiving party. Confidential Information that is disclosed orally will be identified by the disclosing party as Confidential Information at the time of disclosure to the receiving party. Each party shall use, copy and disclose the Confidential Information of the disclosing party solely for purposes of performing this Agreement. All Confidential Information of a party shall be and shall remain the property of such party. A party shall deliver to the disclosing party, upon written request by the disclosing party, all Confidential Information of the disclosing party then in the receiving party's possession or control, directly or indirectly, in whatever form it may be (including, without limitation, magnetic media) or certify its destruction to the disclosing party. Each party shall take all necessary and reasonable action, by instruction, agreement or otherwise, with its employees, consultants, subcontractors, affiliates, and representatives to satisfy its obligations hereunder. The receiving party's obligations hereunder with respect to confidentiality, non-disclosure and limitation of use of Confidential Information shall be for the term of the Agreement plus one (1) year. For purposes of this provision, a third party shall not include an entity which has a need to know the Confidential Information and which owns, is owned by, or is under common ownership with a party to this Agreement.

14.1 Nothing in this Agreement shall prevent either party from using or disclosing any Confidential Information that: (i) has become generally available to the public, other than through any improper action of such party, (ii) is already in the possession of the receiving party and not subject to an existing agreement of confidence between the parties, (iii) is received from a third party without restriction and without breach of this Agreement, (iv) is independently developed by the receiving party as evidenced by its records, or (v) is disclosed pursuant to a valid law, rule, regulation, subpoena, demand, or order of a court or other governmental body or any political subdivision thereof of competent jurisdiction (collectively



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“demand”); provided, however, that the receiving party shall first have given notice thereof to the disclosing party (unless prohibited by the terms of such request or requirement, or such notice is otherwise prohibited by law) in order to permit the disclosing party to seek reasonable protective arrangements.

14.2 For purposes of this Agreement, the term “Confidential Information” shall include, without limitation, all trade secrets of a party and all other information and material that relates or refers to the plans, policies, finances, corporate developments, products, pricing, sales, services, procedures, intra-corporate transactions, suppliers, prospects and customers of a party, as well as financial information relating to such suppliers, prospects and customers, and any other similar confidentiality information and material which such party does not make generally available to the public. By way of illustration, but not limitation, Confidential Information includes all computer software (including object code and source code), computer software and data base technologies, systems, structures and architectures, and the processes, formulae, compositions, improvements, inventions, discoveries, concepts, ideas, designs, methods and information developed, acquired, owned, produced, or practiced at any time by a party, and all non-public information relating to the business of such party.

15. Alternate Dispute Resolution (ADR). Any controversy, claim, or dispute (“Disputed Claim”) arising out of or relating to this Agreement, except for claims relating to indemnity, infringement, or confidentiality obligations or matters relating to injunctions or other equitable relief (together “Equitable Claims”), shall be first subject to a thirty (30) day negotiation period between the parties in which each party shall disclose to the other party all such documents, facts, statements and any other information which are reasonably requested by the other party and are relevant to the dispute in question. Should such negotiations fail to resolve the dispute within thirty (30) calendar days, Disputed Claims shall be resolved by binding arbitration of a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be based upon this Agreement and applicable law. The decision of the arbitrator shall be reduced to writing, shall be final and binding except for fraud, misconduct, or errors of law, and judgment upon the decision rendered may be entered in any court having jurisdiction thereof. In all arbitrations, the arbitrator must give effect to applicable statutes of limitation subject to limitation of actions terms set forth in this Agreement, and shall not be afforded any authority to award relief in excess of what this Agreement provides or to order consolidation or class arbitrations. The arbitrator shall have no authority to award punitive damages in any Disputed Claim. The parties agree that any such claims arising under this Agreement must be pursued on an individual basis in accordance with the procedure noted above. Even if applicable law permits class actions or class arbitrations, the ADR procedure agreed to herein applies and the parties waive any rights to pursue any claim arising under this Agreement on a class basis. The arbitration shall be held in a mutually agreed to location, and shall be final and binding on both parties. Each party will bear its own costs of arbitration but shall split equally the fees of the arbitration and the arbitrator.

16. Hazardous Substances. Except as disclosed to and acknowledged in writing by Verizon, Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal or local hazardous waste or environmental law or regulation) at any location where Verizon is to perform services under this Agreement. If during such performance Verizon employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premises to ensure that exposure does not exceed the lowest exposure limit for the protection of workers. Verizon may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Verizon. Performance obligations under this Agreement shall be extended for the period of delay caused by said cleanup or removal. Customer’s failure to remove or contain hazardous substances shall entitle Verizon to terminate this Agreement without further liability, in which event Customer shall permit Verizon to remove any equipment that has not been accepted, shall reimburse Verizon for expenses incurred in performing this Agreement until termination (including but not limited to expenses associated with such termination, such as removing equipment, terminating leases, demobilization, etc.), and shall complete payment for any portion of the System that has been accepted.

17. Force Majeure. Neither party shall be liable for any delay or failure in performance under this Agreement arising out of acts or events beyond its reasonable control, including but not limited to acts of God, war, terrorist acts, fire, flood, explosion, riot, embargo, acts of the Government in its sovereign capacity, labor disputes, unavailability of equipment, software or parts from vendors, or changes requested by Customer. The affected party shall provide prompt notice to the other party and shall be excused from performance to the extent of such caused delays or failures, provided that the party so affected shall use reasonable efforts to remove such causes of such delays or failures and both parties shall proceed whenever such causes are removed or cease. If performance of either party is prevented or delayed by circumstances as described in this section for more than ninety (90) days, either party may terminate the affected Service or Statement of



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Work. Notwithstanding the foregoing, Customer shall not be relieved of its obligation to make any payments, including any late payment charges as provided in Section 2.2, above, that are due to Verizon hereunder.

18. Assignment. Neither party may, without the prior written consent of the other party, assign or transfer its rights or obligations under this Agreement; consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Verizon may, without prior notice, assign this Agreement, in whole or in part, to any Verizon affiliate or to any successor entity upon the merger, reorganization, consolidation or sale of all or substantially all of Verizon's assets associated with the equipment or Services provided pursuant to this Agreement. For purposes of this Section, "affiliate" shall mean a person or entity that directly or indirectly controls, is controlled by, or is under common control with Verizon. Any attempt to assign this Agreement in contravention of this Section shall be void and of no force and effect.

19. Governing Law. This Agreement shall be governed by the substantive laws of the State of Delaware, without regard to its choice of law principles.

20. Non-Waiver/Severability. Either party's failure to enforce any of the provisions of this Agreement or to exercise any right or option is not a waiver of any such provision, right, or option, and shall not affect the validity of this Agreement. Any waiver must be written and signed by the parties. If any provision of this Agreement or the provision of any Service or equipment under the terms hereof is held to be illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or not requiring the provision of such invalid, illegal, or prohibited Service or equipment in such State or jurisdiction.

21. Publicity. Except as required by law, the parties shall keep this Agreement confidential and shall not disclose this Agreement or any of its terms without the other party's written consent. Neither party shall use any trademark, trade name, trade dress or any name, picture or logo which is commonly identified with the other party or its affiliates, or from which any association with such party or its affiliates may be inferred or implied, in any manner, including but not limited to advertising, sales promotions, press releases or otherwise, without the prior written permission of such party. Notwithstanding any contrary term in this Agreement, the parties may issue or permit issuance of a press release or other public statement concerning this Agreement, provided, however, that no such release or statement shall be published without the prior mutual consent of the parties.

22. Notices. All notices or other communication given or required by either party to the other under this Agreement shall be deemed to have been properly given if hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile with confirmation of receipt or by overnight courier. Such notices and communications shall be deemed effective upon receipt. If to Verizon, notices should be sent to Verizon National Contract Repository, 700 Hidden Ridge, MC:HQW02L25, Irving, TX 75038, and if to Customer to the address specified on the cover sheet. Such address may be changed by either party by notice sent in accordance with this Section.

23. Limitation of Actions. A party may bring no action or demand for arbitration arising out of this Agreement more than two (2) years after the cause of action has accrued. The parties waive the right to invoke any different limitation on the bringing of actions under state law.

24. Compliance with Laws. Each party shall comply with the provisions of all applicable federal, state, and local laws, ordinances, regulations and codes in its performance under this Agreement or any Statement of Work, including without limitation the export laws of the United States or any country in which Customer receives equipment, software or services.

25. Independent Contractor Relationship; No Agency. Each party understands and agrees that it and its personnel are not agents or employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever. Each party shall indemnify, hold harmless and defend the other against any liabilities, claims, losses and damages (including costs, expenses and reasonable attorneys' fees) arising out of its failure to comply with this provision and any laws, rules or regulations applicable thereto.

26. Interpretation. The Agreement shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

27. Headings. The Section headings used herein are for reference and convenience only and shall not enter into the interpretation of this Agreement.



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28. **Modifications.** This Agreement may only be amended, changed, waived or modified in a written document that is signed by both parties.

29. **Entire Agreement.** This Agreement, together with any Statement of Work hereunder and any Exhibit hereto, constitutes the entire agreement between the parties pertaining to the subject matter herein and supercedes all prior oral and written proposals, correspondence and memoranda with respect thereto, and no representations, warranties, agreements or covenants, express or implied, of any kind or character whatsoever with respect to such subject matter have been made by either party to the other, except as expressly set forth in this Agreement. In the event of conflicts among the terms of this Agreement, a Statement of Work and/or an Exhibit, the following order of precedence shall apply: the Exhibit, this Agreement, and the Statement of Work.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective representative whose signature appears below have been and are on the date of signature duly authorized to execute this Agreement and that each party has the authority to enter into this Agreement.

Verizon Selat Services Inc.

Customer Name: _____

By: Suleiman Nessim
Print Name: Suleiman Nessim
Title: VP Pricing / Contract Management
Date: 12/4/06

By: _____
Print Name: _____
Title: _____
Date: _____





EQUIPMENT SALES AND INSTALLATION SERVICES EXHIBIT

In addition to the terms and conditions of the Agreement, the following terms and conditions apply to the sale of equipment and installation services. Verizon shall provide the equipment and/or services specified in a quote and a Statement of Work that shall be signed by authorized representatives of both Customer and Verizon and shall be incorporated herein (hereinafter the "System").

1. Description of Service.

- 1.1. Verizon shall furnish all supervision, labor, equipment, materials, supplies and all other things specified in a Statement of Work necessary for the completion of the System.
- 1.2. Customer will designate a single point of contact who will be responsible and authorized to (i) make all decisions and give all approvals which Verizon may need from Customer, and (ii) provide Verizon's personnel on a timely basis with all information, data, access and support reasonably required for its performance under this Exhibit and the applicable Statement of Work, including but not limited to making available appropriate personnel to work with Verizon as Verizon may reasonably request.
- 1.3. If Customer requests that installation services be performed outside Verizon's normal office hours, as defined in the applicable Statement of Work, Customer shall pay Verizon its then current time and material labor rate. Unless Customer otherwise requests in writing, Verizon will, at Customer's expense, apply for permits necessary for installation of the System. Verizon shall provide Customer written notice indicating the date the System becomes operational (the "In-Service Date"). Should Customer request delay of installation, or should installation be delayed as a result of Customer's action or inaction, Verizon may store components of the System at Customer's risk and expense.
- 1.4. Customer is responsible for the accuracy and completeness of all information it provides. If information is incomplete or incorrect, or if information is discovered during the course of the engagement that could not be reasonably anticipated by Verizon, any additional work required thereby shall be treated as a Customer requested change to the scope of the System and subject to the Change Order procedure set forth in the Agreement. Verizon will reasonably accommodate Customer requested changes prior to the In-Service Date pursuant to a written change order executed by both parties reflecting an appropriate adjustment in the System price and installation date.
- 1.5. For voice Systems, Verizon will provide training, as set forth in the Statement of Work, on how to use the System within thirty (30) days following the In-Service Date.
- 1.6. Installation services are not available for antennas and accessories associated with wireless equipment.

2. Warranty.

- 2.1. All data equipment manufacturers' warranties for products provided hereunder are passed through to Customer and Customer shall present warranty claims directly to the manufacturer unless covered by maintenance arrangements between Customer and Verizon.
- 2.2. For voice equipment installed by Verizon, the warranty period begins on the In-Service Date and continues for twelve (12) months. If Verizon does not install the voice equipment, warranties will be as provided by the equipment manufacturer and are passed through to Customer, and Customer shall present any warranty claims directly to the manufacturer.
- 2.3. These warranties do not cover damage to or malfunction of the System caused in whole or in part by Customer or third parties through other than normal use of the System or caused by an event external to the System.



MAINTENANCE SERVICES EXHIBIT

Voice Equipment Maintenance

In addition to the terms and conditions of the Agreement, the following terms and conditions apply to voice equipment maintenance services. Verizon will provide the voice equipment maintenance service identified in the applicable quote or Equipment Description and the Service Description(s) attached hereto and incorporated herein ("VM Service"). Verizon reserves the right to modify the Service Description from time to time. Such modifications would be presented to Customer at the time of renewal. Service Descriptions are available from Customer's Verizon account representative.

1. Term and Termination.

- 1.1 VM Service for equipment sold with a warranty begins at the end of the warranty period. VM Service for equipment sold without a warranty begins on the In-Service Date. VM Service for equipment not sold or installed by Verizon begins upon activation. VM Service shall remain in effect for the period set forth on Page 2 of the Agreement, and shall automatically renew for additional one (1) year terms at the then current undiscounted rate, unless terminated in accordance with this Exhibit or the Agreement ("Term").
- 1.2 Customer may terminate the VM Service upon not less than sixty (60) days prior written notice. If Customer has prepaid the VM Service and terminates such prior to the end of the Term, Customer will be reimbursed for the unused portion of the VM Service, less any discount received.
- 1.3 VM Service includes maintenance for additions to the System, which are purchased from and installed by Verizon during the term of the Agreement. If Customer purchases VM Service and, during the term of the Agreement, purchases from Verizon an addition(s) to the System and Verizon installs such addition(s), the Verizon warranty, if any, for such addition(s) shall run until the first VM Service renewal date, so that the warranty period for the addition(s) will be coterminous with the VM Service.
- 1.4 Verizon may terminate the VM Services upon sixty (60) days written notice prior to the end of the then current Term.

2. Maintenance Plans. Once on-site maintenance has begun, it will continue uninterrupted during the hours for the VM Service as set forth in the applicable Service Description. Upon Customer's written request, Verizon will continue the maintenance activity beyond the plan hours; provided however, labor provided outside of Plan Hours will be billed at Verizon's then current time and material labor rates.

3. Major/Minor System Failure. Verizon will respond to major System failures within the time specified in the applicable Service Description. A major System failure is limited to one or more of the following:

- 3.1 Total inability to originate voice communications.
- 3.2 Total inability to receive and process incoming voice communications.
- 3.3 In a multi-point network in which each point has a defined street address, the total inability to originate, receive and process incoming and outgoing voice communications.
- 3.4 Attendant console and/or night answer position failure.
- 3.5 Twenty percent (20%) or more of the trunk-side ports out of service.
- 3.6 Twenty percent (20%) or more of the line-side stations and/or ports out of service.
- 3.7 Failure of the PBX system interface connecting to a call accounting system.
- 3.8 Any other failure mutually agreed to in writing by Customer and Verizon.

A minor System failure is defined as any System failure or malfunction, other than that defined as a major System failure. Verizon will respond to minor System failures within the time specified in the applicable Service Description

4. Equipment Support

- 4.1 In the event the manufacturer of the equipment covered by this Exhibit discontinues a piece of equipment, and/or the associated support of such equipment, Verizon will only be obligated to provide the VM Services hereunder on the affected equipment for the period of time that the manufacturer continues to support such equipment. At the end of such period Verizon will cease to support such equipment in accordance with the Service Description, but will use commercially reasonable efforts to provide VM Service on the affected piece of equipment until Customer upgrades or replaces such equipment.
- 4.2 If Verizon did not install the equipment covered by the VM Service under this Exhibit, Customer warrants that such



equipment is in good working order and meets all applicable manufacturer specifications. If any such item of equipment is found not to be in good working order and/or not in compliance with all applicable manufacturer specifications, Verizon will be under no obligation to provide VM Service under this Exhibit, provided however, that Customer may, upon written notice, request Verizon to upgrade and/or repair such equipment at Verizon's then current time and material rate.

5. Exclusions. Maintenance Services do not include:

- 5.1 Additions, changes, relocations, removals, operating supplies or accessories.
- 5.2 Operator, System Administrator and end user training except as specifically identified in this Agreement and any attachment.
- 5.3 Services necessitated by accident, casualty, neglect, misuse, intentional acts or any cause other than normal use of the System.
- 5.4 Repairs or replacements necessitated by lightning, radio frequency interference, power disturbances, fire, flood, earthquake, excessive moisture, Harmful Code or any event occurring external to the System that directly or indirectly causes a malfunction in the System, a private network to which the System is connected, or in telephone lines, cable or other equipment connecting the System to the public telephone network. Harmful Code means any virus or machine-readable instructions and data designed to intentionally disrupt the operation of the software or hardware or intentionally destroy or damage software or hardware or data contained therein.
- 5.5 Services necessitated by use of the System with any other device or system not supplied or approved as to such combined use by Verizon, or use of any part of the System in a manner not specified by Verizon.
- 5.6 Repair or maintenance or increase in normal service time resulting from Customer's failure to provide a suitable environment for the System or any other failure of Customer to perform its responsibilities.
- 5.7 Repair or replacement of Customer-owned outside plant cable unless specifically set forth in the applicable Statement of Work.
- 5.8 Loss or recovery of Customer data.
- 5.9 Upgrades, enhancements or new releases of software or firmware, except as specifically indicated in this Agreement and any attachment.



STATE OF WEST VIRGINIA VENDOR PREFERENCE CERTIFICATE

Certification and application* is hereby made for Preference in accordance with West Virginia Code, §5A-3-37. (Does not apply to construction contracts).

West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

A. Application is made for 2.5% preference for the reason checked:

Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification;

or

Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification;

or

Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification.

B. Application is made for 2.5% preference for the reason checked:

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid;

or

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid.

Bidder understands if the Secretary of Tax & Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) rescind the contract or purchase order issued; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Tax & Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Verizon Select Services Inc.

Signed: Suliman Nassami

Date: 12-4-06

Title: VP Pricing / Contract Management

*Check any combination of preference consideration(s) in either "A" or "B", or both "A" and "B" which you are entitled to receive. You may request up to the maximum of 5% preference for both "A" and "B".

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOURPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Verizon Select Services Inc.

Signed: Suleiman Nassani

Title: VP Pricing/Contract Management

Date: 12/4/06