



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

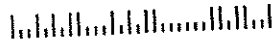
### Request for Quotation

RFO NUMBER  
**VET06035**

PAGE  
**1**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
**RON PRICE**  
**304-558-0492**

VENDOR



**VERIZON Select Services Inc**  
**1410 MacCorkle Av**  
**Charleston, WV 25314**

SHIP TO

**DIVISION OF VETERANS AFFAIRS**  
**ATTENTION: C. PRATHER**  
**SUITE 101**  
**1321 PLAZA EAST**  
**CHARLESTON, WV**  
**25301-1400 558-3661**

DATE PRINTED <b>06/07/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: <b>06/21/2006</b>		BID OPENING TIME <b>01:30PM</b>		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS	725-57	ADDENDUM NO. 2 CHANGES TO THE SPECIFICATIONS AS PER THE ATTACHED CHANGE THE BID OPENING DATE FROM 6/14/06 TO 6/21/06		
***** THIS IS THE END OF RFQ VET06035 *****						TOTAL: a) <b>\$87,717.75</b> b) <b>41,834.19</b> a + b Total <b>\$129,551.94</b> • Optional Equip 1 <b>\$13,846.01</b> • Optional Equip 2 <b>\$4,165.26</b>

*System Price*  
*5yr Maint*

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: **Suleiman Hessami** TELEPHONE: **304 344-6700** DATE: **6/8/06**

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'

## Addendum No.2

The quoted system must have the ability to add Voice over IP trunking without a CPU, Cabinet or Backplane upgrade. The purchase of additional software and/or IP trunking cards, hardware, and licenses is acceptable.

Vendor should, as an option (Option 2 below), quote the cost of 8 IP Trunks and 8 IP Stations along with any required hardware, software, and licenses.

The quoted system must support Session Initiation Protocol (SIP) as developed by the Internet Engineering Task Force (IETF) standards as of 5/31/06. This support must be without CPU, Cabinet, or Backplane upgrade. The purchase of additional software and/or IP trunking cards, hardware, and licenses is acceptable.

Base Bid \$87,717.75

Option No. 1 \$13,846.01

Option No. 2 \$4,165.26

*Note: Option No. 2 Price includes 8 IP Trunks and 8 IP Stations along with any required hardware, software, and licenses and 1<sup>st</sup> year maintenance. This price does not include the IP Data network providing QOS and POE Switch Ports for the 8 IP Phones. Typically, the advantage to IP Telephony is the utilization of the existing data infrastructure.*



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**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
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**304-558-0492**

*344-6700*  
 \*926085326 01 304-623-5974

VERIZON SELECT SERVICES INC

*1410 MacCorkle Ave*  
*Charleston WV 25314*

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DIVISION OF VETERANS AFFAIRS  
 ATTENTION: C. PRATHER  
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 1321 PLAZA EAST  
 CHARLESTON, WV  
 25301-1400 558-3661

DATE PRINTED <b>05/07/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/14/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE SUCCESSFUL BIDDER WILL REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR HARRISON COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</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>SH</i> .....</p> <p>NO. 2 ..... <i>SH</i> .....</p> <p>NO. 3 ..... .....</p> <p>NO. 4 ..... .....</p> <p>NO. 5 ..... .....</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Suleiman Hesami</i>	TELEPHONE <i>304-6700</i>	DATE <i>6/8/06</i>
TITLE <i>VP-PCM</i>	FEIN <i>16-1337624</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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05/30/2006				
BID OPENING DATE: 06/14/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
RESPONSES TO QUESTIONS AS PER THE ATTACHED PLUS THE REQUESTED FOOTPRINT OF THE BUILDING.						
NOTE: IT IS NOT NECESSARY TO FURNISH A COPY OF THE BID TO THE BID OBSERVER AFTER JUNE 8, 2006.						
0001	1	LS		725-57		
DIGITAL/IP HYBRID TELEPHONE SYSTEM						
***** THIS IS THE END OF RFQ VET06035 *****						a) 87,717.75 b) 41,834.19 a+b Total \$129,551.94  • optional equip 1 \$13,846.01 • optional equip 2 \$4,165.26

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Galewin Hesami</i>	TELEPHONE 304 344-6700	DATE 6/8/06
TITLE VP-PCM	FEIN 16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE

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1-The analog 2500 type sets, do require a message waiting light for these phones for voice mail?

**All stations on the system must include a message waiting light**

2-Will the residents have voice mail?

**The system must be configured to allow all stations to have voice mail**

3-You are wanting the call accounting system to be accessible from more than one PC. Can you confirm the PC's will be connected to the LAN?

**The call accounting system must be a stand-alone vendor supplied PC and it, along with all the PC's that need access, will be connected to the LAN**

4-If voice mail requires a dedicated PC, do want us to include the price of the PC in our proposal?

**The vendor must include the price of the voice mail PC in their proposal**

5-For the UPS system, are you requesting we support PC's that are on your LAN such as the PC consoles, call accounting etc. Would you not already have a UPS supporting your network of PC's, data switches, etc?

**Any hardware that is a required part, for the operation of the phone system, must be connected to a vendor supplied UPS**

6-Please discuss more about the system administration training. Do you really want vendors to include administration training by a manufactures training representative at the vendors office. This will mean the 4 personnel travel the vendor's office. Or can we schedule on site training for the 4 personnel in a dedicated manner by our training personnel?

**The successful vendor shall provide factory or manufacturer system administration training for a minimum of two (2) Office of Technology employees at no cost to the State. The State will pay travel costs but no "tuition" costs for this training. The successful vendor shall provide on-site "customer service representative" training to a minimum of four (4) Veterans Affairs employees.**

7-For the optional pricing for the wireless telephone sets, if you proceed with the option, will the State implement a deployment tool or will they request the vendor conduct this site visit to ensure the location and actual number of required access points to support 15 wireless sets?

**The vendor will be responsible for all aspects of the wireless solution**

8-Who will be responsible for the wiring to support the access points?

**The vendor will be responsible for all aspects of the wireless solution**

9-How many access points are you considering supporting the 15 wireless phones?

**The vendor will be responsible for all aspects of the wireless solution**

10-Is Remote Desktop acceptable for the accessibility of the Call Accounting System from more than 1 PC? Does the vendor need to supply the software?

**Remote Desktop is the required method for accessing the system across more than 1 PC. The vendor shall supply all necessary software, including Remote Desktop, the Operating System, etc.**

11-Is the vendor responsible for certification of wiring for the wireless service?  
All wiring, etc. must meet the requirements of your system. It will need to cover about 4 acres of ground, all 3 floors in the building and about 90,000 square feet.

12-Who is responsible for the security of the wireless service?  
The vendor is responsible for all security related to the wireless service.

13-Will there be a dedicated A/C power circuit in the telephone room for the phone system?  
Yes

14-Where will the Demark be located?  
It will be extended to the telephone room by the State.

15-Who will be responsible for the condition of the cabling?  
The building contractor installed the cabling and is responsible for the condition of it up until the time that the telephone system is accepted by the State. At that time, the condition of the cabling becomes the responsibility of the vendor.

16-How is end-user training to be done?  
Training will be done in a classroom setting with small groups of users. There should be a live telephone for every 3-4 users in the classroom.

17-Will there be one telephone configuration for every set on the system?  
At the time of initial installation there will be one configuration for each user type. Nurses stations shall be set up the same, room phones should all be the same, and Administrators phones will all be the same. The vendor must provide in their quote 8 hours of on-site (not travel) service /programming labor for system finalization, which will be used within the warranty period.

18-Will the vendor provide any necessary racks needed for the installation of the system in the telephone room?  
The vendor shall provide all equipment necessary to install the telephone system, including racks. There is plywood already installed by the State in that room.

19-Are there floor-plans available for review by the vendors?  
The floor-plans will be included with the Addendum. Vendors may also call the Architect, Pam Wean, at 304-366-1580 to obtain additional information.

Other items:

Vendors no longer need to submit a copy of their bid to the State Auditor.

Travel time will not be paid for any work during the warranty or maintenance period.

Bid opening is scheduled for June 14, 2006 at 1:30 p.m.

Pre-Bid Conference  
**SIGN IN SHEET**

[Please Print]

Request for Proposal No.: VET06035 Date: 5/25/06

Firm & Representative Name

Mailing Address

Telephone & FAX Numbers

1. Verizon  
Lance Host

827 Fairmont Road, suite 207  
Morgan town, WV 26501

T: 304-284-0507  
F: 304-284-0500

2. ~~Bill~~ Black Box  
Bill Harper

323 Karen St.  
50 Charleston WV 25303

T: 304 746 8886  
F: 304 525 -2779

3. Access Systems  
Jason Knapp

4108 MacCorkle Ave SE  
Charleston WV 25304

T: 304 340 4278  
F: 304 340 4293

4. Bill Burns  
TATE COMMUNICATIONS

124E Sudds Run Road  
MT. CLARE, WV 26554

T: 304-622-8183  
F: 304-624-8285

5. Jim McLaughlin  
TATE COMMUNICATIONS

124E Sudds Run Road  
MT. CLARE, WV 26554

T: 304-622-8285  
F: 304-624-8285

6. \_\_\_\_\_

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T: \_\_\_\_\_  
F: \_\_\_\_\_

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10. \_\_\_\_\_

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T: \_\_\_\_\_  
F: \_\_\_\_\_

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

# Pre-Bid Conference SIGN IN SHEET

[Please Print]

Request for Proposal No.: VET 06035 Date: 5/25/06

<u>Firm &amp; Representative Name</u>	<u>Mailing Address</u>	<u>Telephone &amp; FAX Numbers</u>
1. <u>Michael Ferrari</u> <u>Pomeroy IT Solutions</u>	<u>4013 Washington St. W</u> <u>Charleston WV 25313</u>	T: <u>304-746-4434 X114</u> F: <u>304-746-4434</u>
2. <u>Roxie Swilla</u> <u>POMEROY IT SOLUTIONS</u>	<u>4013 Washington St. W</u> <u>Charleston, WV 25313</u>	T: <u>304-746-4434 X114</u> F: <u>304-746-4434</u>
3. <u>Rich Crowder</u> <u>STI Networks</u>	<u>P.O. Box 810</u> <u>Proctorville, OH 45669</u>	T: <u>740-886-3315</u> F: <u>740-886-7391</u>
4. <u>Roy Hayhurst</u> <u>FR. HENRY RENCHY DBA</u> <u>ADVANCED COMMUNICATIONS Co</u>	<u>P.O. Box 6650</u> <u>WHEELING, WV. 26003</u>	T: <u>304-233-3000</u> F: <u>304-233-9666</u>
5. _____	_____	T: _____ F: _____
6. _____	_____	T: _____ F: _____
7. _____	_____	T: _____ F: _____
8. _____	_____	T: _____ F: _____
9. _____	_____	T: _____ F: _____
10. _____	_____	T: _____ F: _____

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





Sandra K. Hawkins  
Verizon Business  
1410 MacCorkle Avenue, SE  
Charleston, WV 25314

June 7, 2006

Ron Price  
Department of Administration  
Purchasing Division  
2019 Washington Street, East  
Charleston, WV 25305-0130

Dear Mr. Price:

Thank you for the opportunity to present VET06035 for the Division of Veterans Affairs. Verizon is excited about the prospect of providing a Nortel BCM 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, Nortel Networks, 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 the Division of Veterans Affairs to concentrate on their core competencies.

Thank you for the opportunity to present this proposal. Please feel free to contact me at (304) 344.6700 with any questions or concerns. We are looking forward to hearing from you.

Sincerely,

A handwritten signature in cursive script that reads "Sandra K. Hawkins".

Sandra K. Hawkins  
Corporate Account Manager III

***Verizon Select Services Inc. ("Verizon") has offered this request for bid (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.***



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*344-6700*  
 \*926085326 01 304-623-5974

**VERIZON SELECT SERVICES INC**  
*1410 MacCorkle AV*  
*Charleston WV 25314*

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0001	1	LS		725-57		
<p><b>DIGITAL/IP HYBRID TELEPHONE SYSTEM</b></p> <p>FOR THE WV VETERANS NURSING HOME IN CLARKSBURG.            INSTALLATION TO BE COMPLETED NO LATER THAN 9/16/06</p> <p>A MANDATORY ON-SITE PRE-BID CONFERENCE WILL BE HELD            ON MAY 25, 2006 AT 10:30 AM AT THE NURSING HOME.            FAILURE TO ATTEND THE PRE-BID WILL RESULT IN            DISQUALIFICATION OF THE BID.</p> <p>SPECIFICATIONS ARE ATTACHED</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: <i>Verizon Select Services Inc</i>            CONTRACTORS NAME - ..            CONTRACTORS LICENSE NO. - <i>WV037918</i></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gulimam Hassan</i>	TELEPHONE <i>304 344-6700</i>	DATE <i>6/8/06</i>
TITLE <i>VP-PCM</i>	FEIN <i>16-1337624</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>..... <i>Suleiman Hessian</i> ..... SIGNATURE            . Verizon Select Services Inc . COMPANY            ..... <i>6/8/06</i> ..... DATE</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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</p> <p>( ) BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS 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</p>						

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SIGNATURE <i>Suleiman Hessian</i>	TELEPHONE <i>304 344-6700</i>	DATE <i>6/8/06</i>
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<p>(X) BIDDER IS A CORPORATION 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.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>( ) 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;</p> <p>OR</p> <p>(X) 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 BIDDERS' 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.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX &amp; 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</p>						

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*1410 MacCorkle Av*  
*Charleston WV 25314*

**DIVISION OF VETERANS AFFAIRS**  
**ATTENTION: C. PRATHER**  
**SUITE 101**  
**1321 PLAZA EAST**  
**CHARLESTON, WV**  
**25301-1400 558-3661**

DATE PRINTED <b>05/07/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/14/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND 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.</p> <p>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.</p> <p>BIDDER: <i>Verizon Select Services Inc</i></p> <p>DATE: <i>6/8/06</i></p> <p>SIGNED: <i>Suleiman Hossain</i></p> <p>TITLE: <i>VP-PCM</i></p> <p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S)</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Suleiman Hossain</i>	TELEPHONE <i>304 344-6700</i>	DATE <i>6/8/06</i>	
TITLE <i>VP-PCM</i>	FEIN <i>16-1337624</i>	ADDRESS CHANGES TO BE NOTED ABOVE	

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



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
VET06035

PAGE
6

ADDRESS CORRESPONDENCE TO ATTENTION OF
RON PRICE 304-558-0492

\*926085326 01 304-623-5974

VERIZON SELECT SERVICES INC  
 1410 MacCorkle Av  
 Charleston, WV 25314

VENDOR

SHIP TO

DIVISION OF VETERANS AFFAIRS  
 ATTENTION: C. PRATHER  
 SUITE 101  
 1321 PLAZA EAST  
 CHARLESTON, WV  
 25301-1400 558-3661

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/07/2006				

BID OPENING DATE: 06/14/2006 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION          PURCHASING DIVISION          BUILDING 15          2019 WASHINGTON STREET, EAST          CHARLESTON, WV 25305-0130</p> <p>AN EXACT DUPLICATE MUST BE SUBMITTED TO:</p> <p>STATE AUDITOR'S OFFICE          BID OBSERVER          BUILDING 1, ROOM W114          1900 KANAWHA BOULEVARD, EAST          CHARLESTON, WV 25305-0230</p> <p>BOTH BIDS MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPES OR THE BIDS MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: 41</p> <p>RFQ. NO.: VET06035</p> <p>BID OPENING DATE AND TIME</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Suleiman Hossaini</i>	TELEPHONE 304-344-6700	DATE 6/8/06
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'



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  
**VET06035**

PAGE  
**7**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**RON PRICE**  
**304-558-0492**

VENDOR

\*926085326 01 304-623-5974  
**344-6700**  
**VERIZON SELECT SERVICES INC**  
**1410 MacCorkle Av**  
**Charleston WV 25314**  
 304-558-0492

SHIP TO

**DIVISION OF VETERANS AFFAIRS**  
**ATTENTION: C. PRATHER**  
**SUITE 101**  
**1321 PLAZA EAST**  
**CHARLESTON, WV**  
**25301-1400 558-3661**

DATE PRINTED <b>05/07/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **06/14/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- <b>304 341-1464</b> ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- <b>Sandra K. Hawkins</b> -----						
***** THIS IS THE END OF RFQ VET06035 *****						TOTAL: a) \$87,717.75 b) \$41,834.19 a + b Total \$129,551.94 • Optional Equip 1 \$13,846.01 • Optional Equip 2 \$ 4,165.26

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Gulaiman Hessam</i>	TELEPHONE <b>304 344-6700</b>	DATE <b>6/8/06</b>
TITLE <b>VP-PCM</b>	FEIN <b>16-1337624</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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

## WV BUREAU OF VETERANS AFFAIRS

The West Virginia Division of Veterans Affairs (WVDVA) is releasing this Request for Quotations (RFQ) for a new digital / IP hybrid telephone system for the WV Veterans Nursing Facility located adjacent to the **Louis A. Johnson VA Medical Center, One Medical Center Drive, Clarksburg, WV 26301.** This RFQ includes all the labor and materials for a complete install.

A mandatory pre-bid conference shall be conducted at the West Virginia Veterans Nursing Facility located adjacent to the **Louis A. Johnson VA Medical Center, One Medical Center Drive, Clarksburg, WV 26301, date, time and location to be determined.** All interested bidders are required to be present at this meeting. Failure to attend the mandatory pre-bid conference shall automatically result in disqualification. No one person can represent more than one vendor

The system must be a new digital / IP hybrid telephone system from a manufacturer that appears on the Gartner "Magic Quadrant for North American Corporate Telephony, 2005". The manufacturers that are listed are Alcatel, Avaya, Cisco Systems, Inter-Tel Mitel Networks, NEC, Nortel, ShoreTel, Siemens, 3Com, Toshiba, and Vertical Communications.

The system must be configured with two (2) ISDN PRI Centrex Circuits, eight (8) analog Centrex lines and two hundred (200) stations. It must be expandable to a minimum of three (3) ISDN PRI Centrex Circuits, sixteen (16) analog Centrex lines and two hundred fifty (250) stations with the use of cards, boards, etc. Two (2) of the stations must be PC consoles-that will provide the operator with call status and direct call transfer capability. The system must be installed with ninety five (95) stations that have a minimum of sixteen (16) programmable buttons a minimum 2 line by 16 characters LCD, a message waiting light and must be speakerphone capable for all internal and external calls. The system must be installed with one hundred (100) stations that are analog (2500 type) stations for resident and facilities use. The final three (3) stations must be full-duplex conference telephones.

This is a new building. Vendors must use installed wiring wherever possible. All wiring, new and re-used, becomes the responsibility of the successful vendor and must be covered by the system warranty and post-warranty maintenance agreement. All stations will be located in locations that are already wired. No new wire runs will need to be included in this procurement.

In addition to the previously mentioned requirements, all systems must meet the following requirements: Caller ID, minimum of 3 party conference calling, contain surge protection, volume control for the ringer, speaker phone and handset, hold button, last number redial, access to paging through the speakerphone, automatic line selection, headset adaptable, call pick-up group assignments, call forwarding of station within system, call ring-back on intra-office transfers which are unanswered, mute button, minimum of 10 speed dials per station, call park, remote



access to the Voice Processing system, and, button access to conference call feature. The features that require button access may be fixed feature buttons on the stations or may be programmed on programmable buttons.

The system must include an integrated voice processing system. The voice processing must include an Automated Attendant that will answer all incoming calls or be programmable answer calls after "x" number of rings (minimum 3 rings, maximum 6 rings). The Automated Attendant must allow the caller to enter a WVBVA employee's extension number and be transferred to that extension, or allow the caller to enter "zero" (0) and be transferred to a central answering position. The voice processing system must also include a voice mail system that will answer calls to extensions after "x" number of rings (minimum of 0 rings, maximum of 6 rings) and allow the caller to leave a message in a mailbox that is password protected to that extension user. The voice mail system must allow for outcall notification whenever a message has been left in a mailbox. The voice mail system must allow each mailbox to program two different greetings. The voice mail system must allow users to change their greetings and to forward messages to another mailbox on the system. The voice mail system must allow WVBVA staff to change greetings remotely from any touch tone telephone. The voice processing system must include a minimum of 6 ports and 120 hours of storage, and must be expandable to a minimum of 12 ports and 240 hours of storage. The voice processing system must be programmable by WVBVA staff for use on all incoming calls, as a back-up to live operators during business hours, or to work only after hours according to the circumstances of that particular time.

The system must include a Call Accounting System to provide, at a minimum, the following information: extension making the call; the number called; the duration of the call; the time and date of the call; and, the cost of the call. The Call Accounting System must store the information for a minimum of 7500 toll calls only. The vendors must include the cost of a computer and printer if one is necessary for the Call Accounting System. The Call Accounting System must be accessible by more than one computer within WVBVA or by any computer on WVBVA's internal network.

The proposed system must be adaptable to utilize IP Telephony station and/or Voice over IP trunk technology should the State of West Virginia decide to make use of such service at some point during the life of the proposed system. This technology must be fully integrated into the installed system. A third party add on unit is not acceptable.

The proposed system must include a UPS system that will power the complete telephone system, PC Consoles, voice processing system, and call accounting system for a minimum of four (4) hours in the event of a power outage. The system shall include lightning and surge protection. Any damage to the system caused by lightning and/or power surges must be covered by the system warranty and any post-warranty maintenance agreement.

Each vendor's proposed cost must include the complete training of all WVBVA staff on the use of the telephone system and voice processing system. The successful vendor must also include the training of four system administrators, which will include training on voice mail

administration and the administration of the telephone system including adding features to extensions. The System Administrator training must be manufacturer or “factory” based training at a vendor location.

The system must have the capability to extend system diagnostic abilities to a remote location. This permits the State’s centralized technicians to interrogate the switching system, determine its status, and run tests to determine the causes of faults or failures. The proposed system must allow access via the Statewide Backbone Network or modem over the public telephone network.

### **Response Time**

Vendors must respond to a service call within the following guidelines:

Minor outage: 10% or less system outage

4 business hour callback from Technician

16 business hour system restored

Major outage: 11% or more system outage

2 business hour callback from Technician

8 business hour system restored

### **Optional equipment (Not included as part of the award)**

As an option vendors are requested to include the cost of fifteen (15) Wireless telephones. These phones must meet or exceed the features and functionality of the SpectraLink i640 phones. Vendor’s response must include all information required to meet these minimum requirements.

Vendors shall quote a straight purchase price, including installation, training and minimum of one year warranty. **Vendor must include a detailed equipment list that at a minimum lists per item pricing, item part number, and part description.** Vendors shall also quote post-warranty maintenance for a five year life of the system. The WVBVA will not accept more than a two-year warranty as part of the purchase price. The successful vendor shall be the one with the lowest straight purchase price plus post-warranty maintenance for a five year life of the system.

# WV BUREAU OF VETERANS AFFAIRS

## Pricing Sheet

a) Installed system price: \$ 87,717.75  
b) 5 Year post-warranty maintenance: \$ 41,834.19

a+b = total system price \$ 129,551.94

• Optional equipment pricing: \$ 13,846.01

**Quote**



Quote # 8-270JTP  
Revision # 1  
Date 06/05/2006

**Sold To:**  
VETERANS ADMIN HOSP  
1321 Plaza East, Suite 101

**Ship To:**  
VETERANS ADMIN HOSP  
500 Technology Dr

Charleston, WV 25301  
**Attn:** C. Prather

S Charleston, WV 25309  
**Attn:** Eric Jarrett

<b>Quote Date</b> 06/05/2006	<b>Project Engineer</b> Lawrence Host	<b>NSE</b> Lawrence Host	<b>CAM</b> Sandra Hawkins
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**RFQ # VET06035: Verizon (VSSI) Response**

Seq#	Part Number	Description	Qty	Price	Extended
1	NTBU0856	NA BCM3.7 BCM400 32DGTL BUNDLE	1	\$6,576.84	\$6,576.84
2	NT5B04AAAD	MODULE MEDIA BAY DIGITAL TRUNK	2	\$1,075.52	\$2,151.04
3	NT5B44AAAA	BCM-GATM8-8 PRT GLOBL ANALOG TRN	1	\$716.55	\$716.55
4	NT7B09AAAD	BCM 32 DIGITAL STATION MODULE	2	\$871.53	\$1,743.06
5	NT8B27JAAA	T7316E TEL SET - CHAR (W/ FEAT P	96	\$169.78	\$16,298.88
6	NTBB80AAAB	BCM MEDIA SERVICES PEC III (2)	2	\$519.35	\$1,038.70
7	NTKC0002	MCDN/QSIG NETWORKING AC	1	\$1,712.57	\$1,712.57
8	NTKC0014	BCM VCE MSG 32 SEAT S/W AUTH COD	2	\$2,442.37	\$4,884.74
9	NTKC0053	BCM LAN CTE 1 SEAT S/W AUTH CODE	1	\$51.72	\$51.72
10	NTKC0063	BCM VOIP GATEWAY 32 TRK	1	\$7,432.11	\$7,432.11
11	NTKC0062	BCM VOIP GATEWAY 16 TRK	1	\$3,716.77	\$3,716.77
12	NTPW0120	NA BCM EXPANSION UNIT RED PS	1	\$2,056.71	\$2,056.71
13	NTBU0856	NA BCM3.7 BCM400 32DGTL BUNDLE	1	\$6,576.84	\$6,576.84
14	NT7B09AAAD	BCM 32 DIGITAL STATION MODULE	3	\$871.53	\$2,614.59
15	NT8B25AABL	T7100 TEL SET - CHAR (W/ FEAT PL	100	\$103.23	\$10,323.00
16	NT8B27JAAA	T7316E TEL SET - CHAR (W/ FEAT P	1	\$169.78	\$169.78
17	NTAB2666	NORSTAR AUDIO CONFERENCE UNIT	3	\$429.66	\$1,288.98
18	NTBB80AAAB	BCM MEDIA SERVICES PEC III (2)	2	\$519.35	\$1,038.70
19	NTKC0002	MCDN/QSIG NETWORKING AC	1	\$1,712.57	\$1,712.57
20	NTKC0053	BCM LAN CTE 1 SEAT S/W AUTH CODE	1	\$51.72	\$51.72
21	NTKC0063	BCM VOIP GATEWAY 32 TRK	1	\$7,432.11	\$7,432.11
22	NTKC0062	BCM VOIP GATEWAY 16 TRK	1	\$3,716.77	\$3,716.77

PRICING IS VALID FOR ONLY 30 DAYS FROM QUOTE DATE

PRICES DO NOT INCLUDE TAXES

Quote



Seq#	Part Number	Description	Qty	Price	Extended
23	UWVRBCM-4	PC CONSOLE SOFTWARE	2	\$843.12	\$1,686.24
24	UWCMS250-4	RSI CALL ACCOUNTING SOFTWARE	1	\$3,674.87	\$3,674.87
25	UWSITEL-4	CMS SITE LICENSE	1	\$800.22	\$800.22
26	SU2200RMXLNET	UPS SMARTUPS 2200 5U RACK MOUNT	1	\$1,688.27	\$1,688.27
27	UXBP48	NON RACK MOUNTABLE EXTERNAL BATT	1	\$925.41	\$925.41
28	BR1500	BACK UPS RS 1500 VA	3	\$300.24	\$900.72
29	PF11VNT3	SURGE PROTECTOR	3	\$49.23	\$147.69
30	NTKC0001	SFWR VPIM/AMIS NETW AUTH	1	\$1,297.65	\$1,297.65
31	NTKC0001	SFWR VPIM/AMIS NETW AUTH	1	\$1,297.65	\$1,297.65
32	NTKC0012	BCM VCE MSG 8 SEAT S/W AUTH CODE	1	\$610.95	\$610.95
33	NTKC0014	BCM VCE MSG 32 SEAT S/W AUTH COD	2	\$2,442.37	\$4,884.74
					\$101,219.16

Quote # 8-270JTP  
Revision # 1  
Date 06/05/2006

PRICING SUMMARY

TOTAL EQUIPMENT PRICE \$101,219.16

LABOR CHARGES \$16,125.00

COMPUTERS / PRINTER  
DELL 1110 LASER PRINTER (1 EACH) \$254.50  
DELL DEMENSION B110 (3 EACH) \$1,808.25

STAFF TRAINING  
4 VA STAFF ON SITE CSR TRAINING \$1,020.00

BCM 3.7 CORE AND ADVANCED CALLPILOT MESSAGING  
TRAINING FOR 2 OFFICE OF TECH STAFF \$4,636.00

PROTECT AND GROW ID# 1  
DISCOUNTS -\$2,300.00  
SHIPPING & HANDLING -\$36,297.59  
TOTAL SYSTEMS PRICE \$87,717.75

Accepted for VETERANS ADMIN HOSP Date

PRICING IS VALID FOR ONLY 30 DAYS FROM QUOTE DATE  
PRICES DO NOT INCLUDE TAXES  
Page 2

**Quote**



Quote # 8-270LGL  
 Revision # 1  
 Date 06/05/2006

**Sold To:**  
 VETERANS ADMIN HOSP  
 1321 Plaza East, Suite 101

**Ship To:**  
 VETERANS ADMIN HOSP  
 500 Technology Dr

Charleston, WV 25301  
**Attn:** C. Prather

S Charleston, WV 25309  
**Attn:** Eric Jarrett

<b>Quote Date</b> 06/05/2006	<b>Project Engineer</b> Lawrence Host	<b>NSE</b> Lawrence Host	<b>CAM</b> Sandra Hawkins
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**RFQ # VET06035- Optional Wireless DMS**

Seq#	Part Number	Description	Qty	Price	Extended
1	NT7B08AAL	BCM 16 DIGITAL STATION MODULE	1	\$625.39	\$625.39
2	NT7B65KJ	DIGITAL MOBILITY CONTROLLER 080	1	\$688.17	\$688.17
3	NT7B65KK	DIGITAL MOBILITY CONTROLLER 320	1	\$1,322.24	\$1,322.24
4	NT7B65KP	DIGITAL MOBILITY BASESTATION 10	10	\$423.49	\$4,234.90
5	NT7B80BK	DIGITAL MOBILITY HSET 7420 KIT	15	\$281.22	\$4,218.30
6	NTKC0013	BCM VCE MSG 16 SEAT S/W AUTH COD	1	\$1,453.44	\$1,453.44
					<b>\$12,542.44</b>

**PRICING SUMMARY**

TOTAL EQUIPMENT PRICE	\$12,542.44
LABOR CHARGES	\$2,775.00
MINOR MATERIAL	\$140.00
SUBCONTRACTOR LABOR	\$3,799.91
DISCOUNTS	-\$5,559.50
SHIPPING & HANDLING	\$148.16
<b>TOTAL SYSTEMS PRICE</b>	<b>\$13,846.01</b>

Accepted for VETERANS ADMIN HOSP

Date

PRICING IS VALID FOR ONLY 30 DAYS FROM QUOTE DATE  
 PRICES DO NOT INCLUDE TAXES

# Quote



Quote # 8-289MRX  
 Revision # 1  
 Date 06/13/2006

**Sold To:**  
 VETERANS ADMIN HOSP  
 1321 Plaza East, Suite 101

**Ship To:**  
 VETERANS ADMIN HOSP  
 500 Technology Dr

Charleston, WV 25301  
**Attn:** C. Prather

S Charleston, WV 25309  
**Attn:** Eric Jarrett

<b>Quote Date</b> 06/13/2006	<b>Project Engineer</b> Lawrence Host	<b>NSE</b> Lawrence Host	<b>CAM</b> Sandra Hawkins
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## OPTION 2: IP PHONES AND VOIP TRUNKS

Seq#	Part Number	Description	Qty	Price	Extended
1	A0619627	POWER TRANSFORMER (117/120 VAC 5	8	\$33.13	\$265.04
2	NTDU91BB70	IP 2002 CHARC/BEZ T1/KEY WO PS	8	\$162.65	\$1,301.20
3	SESTAR5610662	CORD PATCH CAT 5 T568B 6 FT BLUE	8	\$4.59	\$36.72
4	NTKC0048	BCM IP TELEPHONY 8 SEAT	1	\$879.66	\$879.66
5	NTKC0061	BCM VOIP GATEWAY 8 TRK S/W AUTH	1	\$2,211.45	\$2,211.45
					\$4,694.07

### PRICING SUMMARY

TOTAL EQUIPMENT PRICE	\$4,694.07
LABOR CHARGES	\$1,020.00
DISCOUNTS	-\$1,610.48
SHIPPING & HANDLING	\$61.67
TOTAL SYSTEMS PRICE	\$4,165.26

Accepted for VETERANS ADMIN HOSP

Date

PRICING IS VALID FOR ONLY 30 DAYS FROM QUOTE DATE  
 PRICES DO NOT INCLUDE TAXES



## PROPOSED SYSTEM DESCRIPTION AND RFQ COMPLIANCE

### WV BUREAU OF VETERANS AFFAIRS RFQ VET06035

The West Virginia Division of Veterans Affairs (WVDVA) is releasing this Request for Quotations (RFQ) for a new digital / IP hybrid telephone system for the WV Veterans Nursing Facility located adjacent to the **Louis A. Johnson VA Medical Center, One Medical Center Drive, Clarksburg, WV 26301**. This RFQ includes all the labor and materials for a complete install.

A mandatory pre-bid conference shall be conducted at the West Virginia Veterans Nursing Facility located adjacent to the **Louis A. Johnson VA Medical Center, One Medical Center Drive, Clarksburg, WV 26301, date, time and location to be determined**. All interested bidders are required to be present at this meeting. Failure to attend the mandatory pre-bid conference shall automatically result in disqualification. No one person can represent more than one vendor.

Verizon Response: Verizon has attended the pre-bid conference as required.

The system must be a new digital / IP hybrid telephone system from a manufacturer that appears on the Gartner "Magic Quadrant for North American Corporate Telephony, 2005". The manufacturers that are listed are Alcatel, Avaya, Cisco Systems, Inter-Tel Mitel Networks, NEC, Nortel, ShoreTel, Siemens, 3Com, Toshiba and Vertical Communications.

Verizon Response: Verizon's proposal for this RFQ is based upon telephony products from Nortel, one of the world leaders in telephony and converged IP communications.

Nortel is one of only four manufactures listed in Gartner's 'Magic Quadrant for North American Corporate Telephony, 2005'. Those four companies are Nortel, Avaya, Cisco, and Siemens. We would like to clarify that only the top-right quadrant of Gartner's chart is the 'Magic' quadrant. This represents the companies that have both the 'Completeness of Vision' as well as the 'Ability to Execute'. It is our understanding that it is the State's desire to deploy products and technologies only from these industry leaders. Many of the manufacturers listed on the RFQ fall into the lower left quadrants, which Gartner only identifies as 'Niche Players'.

The system must be configured with two (2) ISDN PRI Centrex Circuits, eight (8) analog Centrex lines and two hundred (200) stations. It must be expandable to a minimum of three (3) ISDN PRI Centrex Circuits, sixteen (16) analog Centrex lines and two hundred fifty (250) stations with the use of cards, boards, etc. Two (2) of the stations must be PC consoles-that will provide the operator with call status and direct call transfer capability. The system must be installed with ninety five (95) stations and have a minimum of sixteen (16) programmable buttons a minimum 2 line by 16 characters LCD, a message waiting light and must be speakerphone capable for all internal and external calls. The system must be installed with one hundred (100) stations that are analog (2500 type) stations for resident and facilities use. The final three (3) stations must be full-duplex conference telephones.





Verizon Response: Verizon has proposed a solution based upon Business Communication Manager (BCM400) systems. Two BCM 400 systems will be networked together to function as one composite system. BCM "A" will primarily serve the Administrative users and BCM "B" will primarily serve the Resident users. The BCMs will be networked together via 48 VoIP Trunks, MCDN/QSig and VPIM to facilitate networking between systems. The system as proposed will comply with the expansion requirement specified in the RFQ.

Verizon has proposed the use of digital phones for all users on the system to enhance the functionality available to them. See below for further details.

Trunk & Station Requirement: The system as proposed is configured to accommodate the 2 PRIs, 8 Analog Trunks and 200 stations required initially and has the expansion capability for total of 3 PRIs, 16 Analog Trunks and 250 stations with additional media bay modules (blades).

PC Console Attendants: The system includes two PC Console attendants, including Software, PC, Monitor, Keyboard, Mouse, APC UPS and APC Surge Suppressor.

Administrative User Phones (95 Digital):

Verizon has proposed the T7316E digital phone set for the 95 administrative users. Nortel Business Series Terminals T7316E is a full-featured, expandable, multi-line telephone that has a two-line, 16-character-per-line display that is menu driven and supported by three context-sensitive soft keys. The T7316E provides access to 24 memory buttons, 16 of which include multi-segment icons for fast and precise decision making. It is designed for high call volume positions requiring access to extensive system features. Typical users include supervisors, managers, executives, and other business professionals.

Resident User Phones (100 Analog)

The system, as proposed, provides 100 TDM (digital) phone sets to serve the resident rooms in lieu of the analog phones. These 100 digital phone sets will be T7100 single line TDM phones. We feel the digital phones will provide greater audio quality and additional feature functionality. In addition, the T7100 offers a very attractive and ergonomic phone set to enhance the patron experience with the system. The use digital phones throughout the system will facilitate the BCM's paging capabilities to its full potential. These paging features include paging a single phone, all page and zone paging for up to 6 zones. If the customer prefers the analog phones, the system can substitute the digital sets for the analog sets at an adjusted equipment list to include the analog equipment.

Conference Phones:

Verizon has included 3 Audio Conference Phones in the proposal.

This is a new building. Vendors must use installed wiring wherever possible. All wiring, new and re-used, becomes the responsibility of the successful vendor and must be covered by the system warranty and post-warranty maintenance agreement. All stations will be located in locations that are already wired. No new wire runs will need to be included in this procurement.

Verizon Response: Verizon has read and understands



In addition to the previously mentioned requirements, all systems must meet the following requirements: Caller ID, minimum of 3 party conference calling, contain surge protection, volume control for the ringer, speaker phone and handset, hold button, last number redial, access to paging through the speakerphone, automatic line selection, headset adaptable, call pick-up group assignments, call forwarding of station within system, call ring-back on intra-office transfers which are unanswered, mute button, minimum of 10 speed dials per stations, call park, remote access to the Voice Processing system, and button access to conference call feature. The features that require button access may be fixed feature buttons on the stations or may be programmed on programmable buttons.

Verizon Response: Proposed system complies with the specifications requested.

The system must include an integrated voice processing system. The voice processing must include an Automated Attendant that will answer all incoming calls or be programmable answer calls after "x" number of rings (minimum 3 rings, maximum 6 rings). The Automated Attendant must allow the caller to enter a WVBVA employee's extension number and be transferred to that extension, or allow the caller to enter "zero" (0) and be transferred to a central answering position. The voice processing system must also include a voice mail system that will answer calls to extensions after "x" number of rings (minimum of 0 rings, maximum of 6 rings) and allow the caller to leave a message in a mailbox that is password protected to that extension user. The voice mail system must allow for outcall notification whenever a message has been left in a mailbox. The voice mail system must allow each mailbox to program two different greetings. The voice mail system must allow users to change their greetings and to forward messages to another mailbox on the system. The voice mail system must allow WVBVA staff to change greetings remotely from any touch tone telephone. The voice processing system must include a minimum of 6 ports and 120 hours of storage, and must be expandable to a minimum of 12 ports and 240 hours of storage. The voice processing system must be programmable by WVBVA staff for use on all incoming calls, as a back-up to live operators during business hours, or to work only after hours according to the circumstances of that particular time.

Verizon Response: Auto Attendant is a standard application on the BCM400. The Call Pilot voice mail allow for 200 hours of message storing per BCM. Total system storage complies with RFQ requirements.

The system must include a Call Accounting System to provide, at a minimum, the following information: extension making the call, the number called; the duration of the call; the time and date of the call; and, the cost of the call. The Call Accounting System must store the information for a minimum of 7500 toll calls only. The vendors must include the cost of a computer and printer if one is necessary for the Call Accounting System. The Call Accounting System must be accessible by more than one computer within WVBVA or by an computer on WVBVA's internal network.

Verizon Response: BCM Call Detail Recording (CDR) records and reports call activity. Call records can be displayed in real-time or copied to a local PC desktop, included in the proposal, and processed via third party call accounting packages for billing or analysis of long-distance costs. Verizon has included in our response the RSI Shadow CMS Call Accounting Software. RSI has been a long-standing Nortel Developer Partner since the program inception. The software will be provided and installed on the Dell Demission



E110 PC included in this proposal. The PC will include a Monitor, Keyboard, Mouse and a Dell Laser Printer.

The proposed system must be adaptable to utilize IP Telephony station and/or Voice over IP trunk technology should the State of West Virginia decide to make use of such service at some point during the life of the proposed system. This technology must be fully integrated into the installed system. A third party add on unit is not acceptable.

Verizon Response: Business Communications Manager (BCM) delivers small/medium-sized businesses and branch offices the only converged voice/data solution in the industry, providing a choice of IP-enabled or pure-IP strategy. The system, as proposed, utilized VoIP Trunking between the two BCMs to facility a seamless traffic path between systems, and has the ability to support IP telephone devices with simple license additions whenever the need arises.

The proposed system must include a UPS system that will power the complete telephone system, PC Consoles, voice processing system, and call accounting system for a minimum of four (4) hours in the event of a power outage. The system shall include lightning and surge protection. Any damage to the system caused by lightning and/or power surges must be covered by the system warranty and any post-warranty maintenance agreement.

Verizon Response: Verizon has included the installation of one (1) APC Smart-UPS XL 2200VA Rack Mount UPS and one (1) Ultra Battery Pack- non-rack mounted. This UPS combo provides an estimated runtime of 5.28 hours, based on 712 Watts of power draw. An APC UPS RS1500VA will be provided for each of the 3 PCs provided as part of the system proposal. All equipment will be surge protected as required. In addition, Verizon will supply and install Siemon PICO secondary lightning protection on the 8 analog and 2 PRI trunks.

Each vendor's proposed cost must include the complete training of all WVBVA staff on the use of the telephone system and voice processing system. The successful vendor must also include the training of four system administrators, which will include training on voice mail administration and the administration of the telephone system including adding features to extensions. The System Administrator training must be manufacturer or "factory" based training at a vendor location.

Verizon Response: Per the requirements of the RFQ and the Addendum, Verizon has included three (3) levels of training: End User training, Customer Service Representative training for 4 VA employees and Vendor Administration Training for 2 Office of Technology employees.

End User Training: All employees using the proposed system will be given end user training. This training will cover the use and features of the telephone sets and voice mail. This training will be conducted on the customer's site by Verizon.

Customer Service Representative Training: Four VA employees will be given an on-site customer service representative training; conducted by Verizon. The training will include voice mail administration and the administration of the telephone system including adding features to extensions.

Office of Technology Training: Training includes tuition of 2 Office of Technology employees to attend a Business Communications Manager (BCM) 3.7 Core and Advanced CallPilot Messaging training session. This training will be conducted through



Global Knowledge. This training may be scheduled at the customer convenience and may be exchanged for an alternative course of equal cost thru Global Knowledge.

#### Description

This training is designed for installation technicians and customer service representatives responsible for installing and programming Business Communications Manager CallPilot. Course 0610C offers end-of-training testing.

#### Objectives

Upon successful completion of this course, you will be able to:

- List CallPilot features and options
- Use CallPilot Manager to set up system properties and reset CallPilot settings
- Set up, initialize, and maintain CallPilot mailboxes, including Fax on Demand and Fax Overflow mailboxes
- Set up Fax on Demand mailboxes
- Set up and administer the Auto Attendant
- Design, build, assign, and test a Custom Call Routing tree
- Configure a Business Communications Manager system for CallPilot Unified Messaging
- Install and set up CallPilot Unified Messaging on a subscriber's computer
- Generate and use CallPilot reports to evaluate real-time and historical data on a CallPilot system
- Set up agents and supervisors
- Set up skill sets
- Install and configure Reporting for Call Center
- Use Reporting for Call Center reports to evaluate Call Center agent activity
- Describe Multimedia Call Center features
- Set up Call Detail Recording using the Unified Manager
- Transfer Call Detail Recording data to a central server using both Push Transfer and Pull Transfer methods
- Use CDR Group User Administration to modify user privileges
- Install and use the CDR Client application to view records

The system must have the capability to extend system diagnostic abilities to a remote location. This permits the State's centralized technicians to interrogate the switching system, determine its status, and run tests to determine the causes of faults or failures. The proposed system must allow access via the Statewide Backbone Network or modem over the public telephone network.

#### Response Time

Vendors must respond to a service call within the following guidelines:

- Minor outage: 10% or less system outage
  - 4 business hour callback from Technician
  - 16 business hour system restored
- Major outage: 11% or more system outage
  - 2 business hour callback from Technician
  - 8 business hour system restored

Verizon Response: Verizon employees a team of Nortel Certified technicians at the 500 Technology Drive, South Charleston, WV office as well as Pittsburgh, PA. All equipment will be sold, configured and supported from the South Charleston location.

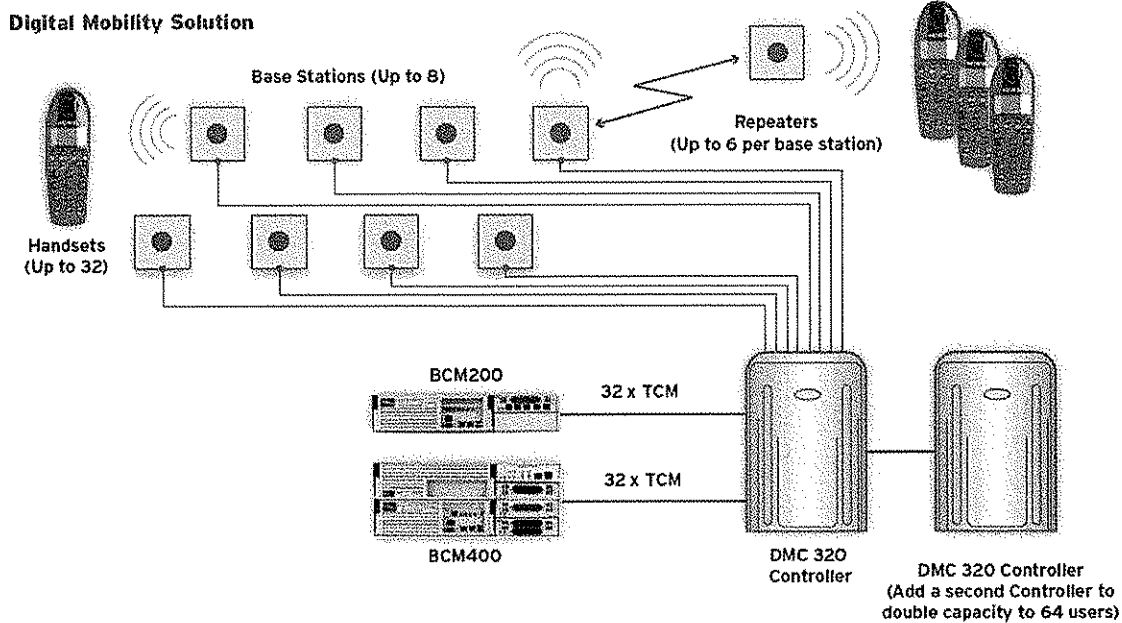


Verizon has included 8x5 Maintenance Coverage for Year 1 on the proposed system. Verizon has read and understands the requested response times for system outages.

**Optional equipment (Not included as part of the award)**

As an option vendors are requested to include the cost of fifteen (15) Wireless telephones. These phones must meet or exceed the features and functionality of the SpectraLink i640 phones. Vendor's response must include all information required to meet these minimum requirements.

Verizon Response: Verizon has proposed the Nortel Digital Mobility system to serve the optional wireless users at the VA Hospital.



System Features:

Blend of wired and wireless technologies:

Seamlessly extend the features and applications of Norstar and Business Communications Manager Communication systems into the wireless realm. When your mobile users roam the premises, their services follow them on rugged, reliable wireless handsets. Messaging, call center skill set routing, caller ID. These features and more will work just the same as on users' desktops. In fact, users can switch between mobile and desktop phones during a call. Best of all, there are no airtime charges, because the system uses your own private segment of spectrum, which doesn't have to be registered with authorities.

Scalable, using a modular architecture:

For small sites with up to eight mobile users, you can deploy a cost-effective Nortel Digital Mobility Controller 080 with wireless connections to two base stations, each serving four handsets. You can link two controller modules together to double that



capacity and serve 16 simultaneous users. For medium-sized sites, the Nortel Digital Mobility Controller 320 supports up to eight base stations and 32 handsets/users. A Digital Mobility Controller 320 can be linked to a Digital Mobility Controller 080 or another Digital Mobility Controller 320 for even more capacity. With this modular architecture, your mobility solution can easily expand to meet future growth.

Cover more than a million square feet, if needed:

Each base station can serve up to 50,000 square feet (in a typical environment) and can be located up to 5,000 feet from the control module. A fully configured Digital Mobility Controller 080 module provides coverage throughout 180,000 square feet of building space. A dual-module configuration covers nearly 1.5 million square feet.

Extend coverage up to 1 kilometer from a base station:

You can extend service beyond the reach of a base station or to obstructed areas using wireless repeaters — up to six repeaters per base station. Each locally powered repeater provides 25,000 square feet of coverage and supports two simultaneous conversations. An optional, external antenna can be used with a repeater to extend a base station signal up to a kilometer away (.62 miles) — ideal for providing mobile coverage on a campus with multiple buildings.

Security, clear conversations and continuous coverage:

With this solution, there are no “dead zones,” no static or fading, so people won’t even know you’re talking on a portable phone. You won’t have to worry about security and confidentiality. Users are registered to the system with passwords; nobody can cut in on their service or accidentally tune into their conversations.

Nortel Digital Mobility Solution – capacities and coverage

Enjoy a rich set of features on rugged, reliable wireless handsets

Nortel offers a choice of stylish handsets designed for serious use, with sophisticated features such as: three-line backlit displays, programmable “softkeys,” memory for up to 80 names and numbers, support for caller ID and text messages, user-selectable ring tones and vibrate setting, adjustable volume, headset jack and more.

Work all day without recharging batteries:

A charged battery can sustain up to 10 hours of talk time, 90 hours of standby time. That means these portable phones easily work a full day before they need to be recharged.

Quick-charging docking stations accelerate recharge time and use temperature-compensated charging to prolong battery service life.

Easily determine coverage for planning deployment:

The Nortel Digital Mobility Deployment Tool makes quick work of getting accurate readings of wireless coverage, so you can optimize your deployment with just the right equipment and placement — with no gaps and less overlapping.

The wireless handsets themselves support this function as well, since they display the strength of coverage they’re getting at any location. Feedback from the handset provides up to date insights to help you plan installations or expansions.



100% Nortel solution:

One of the strongest advantages of Nortel Digital Mobility Solutions is that they are developed, marketed, serviced and supported by Nortel. You know you will benefit from leading quality, world-class service and support and rock-solid compatibility with the core communications products and features. Tightly integrated with Nortel communications platforms, our mobility applications work seamlessly with Business Communications Manager 200 and 400 applications and features.

Vendors shall quote a straight purchase price, including installation, training and minimum of one year warranty. **Vendor must include a detailed equipment list that at a minimum lists per item pricing, item part number, and part description.** Vendors shall also quote post-warranty maintenance for a five year life of the system. The WVBVA will not accept more than a two-year warranty as part of the purchase price. The successful vendor shall be the one with the lowest straight purchase price plus post-warranty maintenance for a five year life of the system.

Verizon Response: Base system price includes equipment listed, installation, training and 1<sup>st</sup> year warranty. Post warranty maintenance includes 5 year maintenance for the system.

Part Number	Description	Qty
BCM "A"		
NTBU0856	NA BCM3.7 BCM400 32DGTL BUNDLE	1
NT5B04AAAD	MODULE MEDIA BAY DIGITAL TRUNK	2
NT5B44AAAA	BCM-GATM8-8 PRT GLOBL ANALOG TRN	1
NT7B09AAAD	BCM 32 DIGITAL STATION MODULE	2
NT8B27JAAA	T7316E TEL SET - CHAR (W/ FEAT P	96
NTBB80AAAB	BCM MEDIA SERVICES PEC III (2)	2
NTKC0002	MCDN/QSIG NETWORKING AC	1
NTKC0014	BCM VCE MSG 32 SEAT S/W AUTH COD	2
NTKC0053	BCM LAN CTE 1 SEAT S/W AUTH CODE	1
NTKC0063	BCM VOIP GATEWAY 32 TRK	1
NTKC0062	BCM VOIP GATEWAY 16 TRK	1
NTPW0120	NA BCM EXPANSION UNIT RED PS	1
NTKC0001	SFWR VPIM/AMIS NETW AUTH	1
BCM "B"		
NTBU0856	NA BCM3.7 BCM400 32DGTL BUNDLE	1
NT7B09AAAD	BCM 32 DIGITAL STATION MODULE	3
NT8B25AABL	T7100 TEL SET - CHAR (W/ FEAT PL	100
NT8B27JAAA	T7316E TEL SET - CHAR (W/ FEAT P	1
NTAB2666	NORSTAR AUDIO CONFERENCING UNIT	3
NTBB80AAAB	BCM MEDIA SERVICES PEC III (2)	2
NTKC0002	MCDN/QSIG NETWORKING AC	1
NTKC0053	BCM LAN CTE 1 SEAT S/W AUTH CODE	1
NTKC0063	BCM VOIP GATEWAY 32 TRK	1
NTKC0062	BCM VOIP GATEWAY 16 TRK	1



NTKC0001	SFWR VPIM/AMIS NETW AUTH	1
NTKC0012	BCM VCE MSG 8 SEAT S/W AUTH CODE	1
NTKC0014	BCM VCE MSG 32 SEAT S/W AUTH COD	2
PC CONSOLE		
UWVRBCM-4	PC CONSOLE SOFTWARE	2
CALL ACCOUNTING		
UWCMS250-4	RSI CALL ACCOUNTING SOFTWARE	1
UWSITEL-4	CMS SITE LICENSE	1
POWER SUPPLIES/SURGE PROTECTORS		
SU2200RMXLNET	UPS SMARTUPS 2200 5U RACK MOUNT	1
UXBP48	NON RACK MOUNTABLE EXTERNAL BATT	1
BR1500	BACK UPS RS 1500 VA	3
PF11VNT3	SURGE PROTECTOR	3
COMPUTERS / PRINTER		
DELL 1110 LASER PRINTER		1
DELL DEMENSION B110		3
STAFF TRAINING		
-4 VA STAFF ON SITE CSR TRAINING (VSSI Staff)		
-BCM 3.7 CORE AND ADVANCED CALLPILOT MESSAGING TRAINING FOR 2 OFFICE OF TECH STAFF (Global Knowledge)		
-ALL NON-RESIDENT USER WILL BE TRAINED FOR BASIC USAGE AND FUNCTIONALITY (VSSI Staff)		



# AFFIDAVIT

## 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](http://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: Suleiman Hossain Date: 6/8/06

# AGREEMENT ADDENDUM

WV-96  
REV. 5/94

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 reference 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. RECOUPMENT – 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. STATUS OF LIMITATIONS – 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 references 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 Hossaini

Title: VP-PCM

Date: 6/8/06



## 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.



# Statement of Work

**Veterans Administration Hospital  
Clarksburg, WV**

**Quote: 8-27OJTP  
RFP# VET06035**

This Statement of Work ("SOW") is by and between Verizon Select Services ("Verizon") and The Veteran's Administration ("Customer") as of the date last written below ("Effective Date") and is governed by the terms and made a part of the System Agreement ("Agreement") between Verizon and Customer.

This SOW defines the services and deliverables that Verizon shall provide to Customer under the terms of the Agreement ("Services"). This SOW also defines the responsibilities of Verizon and the Customer, the project scope, implementation duration, installation acceptance procedures, and Change Control Procedures. Verizon will perform the defined services at the locations listed in Exhibit A. Verizon will strive to meet Customer's schedule requirements; however, actual project dates will be subject to availability of material and resources. Verizon will use reasonable efforts to avoid interruption of network service unless the Customer requires installation after hours. If it is necessary to interrupt network service, however, Verizon will notify the Customer SPOC at least 48 hours in advance.

## 1.0 Project Scope

The purpose of this project is to procure, configure and install a phone system at the Veteran's Administration Hospital location in Clarksburg, WV. Verizon will provide all labor, material and equipment to furnish, install, configure, training of users and maintenance of a Nortel Phone System. The facility will be served with a dual BCM400 configuration. BCM "A" will serve the Administrative users; BCM "B" will serve the Resident users. Both BCMs will be networked together via 48 VoIP Trunks, MCDN/QSig and VPIM to facilitate networking between systems. Verizon has proposed the use of digital phones for all users on the system.

## 1.1 Equipment List:

Part Number	Description	Qty
<u>BCM "A"</u>		
NTBU0856	NA BCM3.7 BCM400 32DGTL BUNDLE	1
NT5B04AAAD	MODULE MEDIA BAY DIGITAL TRUNK	2
NT5B44AAAA	BCM-GATM8-8 PRT GLOBL ANALOG TRN	1
NT7B09AAAD	BCM 32 DIGITAL STATION MODULE	2
NT8B27JAAA	T7316E TEL SET - CHAR (W/ FEAT P	96
NTBB80AAAB	BCM MEDIA SERVICES PEC III (2)	2
NTKC0002	MCDN/QSIG NETWORKING AC	1
NTKC0014	BCM VCE MSG 32 SEAT S/W AUTH COD	2
NTKC0053	BCM LAN CTE 1 SEAT S/W AUTH CODE	1
NTKC0063	BCM VOIP GATEWAY 32 TRK	1
NTKC0062	BCM VOIP GATEWAY 16 TRK	1
NTPW0120	NA BCM EXPANSION UNIT RED PS	1
NTBU0856	NA BCM3.7 BCM400 32DGTL BUNDLE	1
NTKC0001	SFWR VPIM/AMIS NETW AUTH	1
<u>BCM "B"</u>		
NT7B09AAAD	BCM 32 DIGITAL STATION MODULE	3
NT8B25AABL	T7100 TEL SET - CHAR (W/ FEAT PL	100
NT8B27JAAA	T7316E TEL SET - CHAR (W/ FEAT P	1
NTAB2666	NORSTAR AUDIO CONFERENCING UNIT	3
NTBB80AAAB	BCM MEDIA SERVICES PEC III (2)	2
NTKC0002	MCDN/QSIG NETWORKING AC	1
NTKC0053	BCM LAN CTE 1 SEAT S/W AUTH CODE	1
NTKC0063	BCM VOIP GATEWAY 32 TRK	1
NTKC0062	BCM VOIP GATEWAY 16 TRK	1
NTKC0001	SFWR VPIM/AMIS NETW AUTH	1
NTKC0012	BCM VCE MSG 8 SEAT S/W AUTH CODE	1
NTKC0014	BCM VCE MSG 32 SEAT S/W AUTH COD	2



<u>PC CONSOLE</u>		
UWVRBCM-4	PC CONSOLE SOFTWARE	2
<u>CALL ACCOUNTING</u>		
UWCMS250-4	RSI CALL ACCOUNTING SOFTWARE	1
UWSITEL-4	CMS SITE LICENSE	1
<u>POWER SUPPLIES/SURGE PROTECTORS</u>		
SU2200RMXLNET	UPS SMARTUPS 2200 5U RACK MOUNT	1
UXBP48	NON RACK MOUNTABLE EXTERNAL BATT	1
BR1500	BACK UPS RS 1500 VA	3
PF11VNT3	SURGE PROTECTOR	3
<u>COMPUTERS / PRINTER</u>		
DELL 1110 LASER PRINTER		1
DELL DEMENSION B110		3
<u>STAFF TRAINING</u>		
-4 VA STAFF ON SITE CSR TRAINING (VSSI Staff)		
-BCM 3.7 CORE AND ADVANCED CALLPILOT MESSAGING TRAINING FOR 2 OFFICE OF TECH STAFF (Global Knowledge)		
-ALL NON-RESIDENT USER WILL BE TRAINED FOR BASIC USAGE AND FUNCTIONALITY (VSSI Staff)		

Verizon Operations will perform the following tasks:

- ?Perform station reviews and configure/install all phone sets per the customer's requirements
- ?Install the equipment listed in this SOW per the manufactures specifications
- ?Configure the system utilizing the software/ Authorization Codes listed in this SOW
- ?Configure the system with the Business Series digital sets
- ?Install the Media Bay Modules listed in this SOW per the manufactures specifications
- ?Cross-Connect the proposed system with the existing cable plant
- ?Provide and install all required silver satin cat-3 / Cat-5 patch cables and cross-connect wire
- ?Work with the customer to coordinate the required dialing plan and voice messaging configurations
- ?Provide a Maintenance Warranty for the system per the RFP
- ?Provide Training as required by the RFP
- ?Provide and comply will all elements as listed in the RFP

**1.2 Key Assumptions**

Pricing is based on the following key assumptions:

- Verizon performs installations between the hours of 8:00 a.m. and 5:00 p.m local time, Monday through Friday, excluding Verizon observed and Federal holidays. Off-hours are defined as anything other than those hours. This project *does / does not* require off-hour work.
- Customer personnel assigned to this project will have the skills necessary to assist Verizon in this project.
- All cabling required for this installation has been identified by the customer as a viable, existing Cat-5 installation. Verizon has priced this proposal based on the existing cable plant being a standards base (ANSI/TIA/EIA) system with no required modifications.



### 1.3 Verizon Responsibilities

- Perform Project Scope installation tasks as described above.
- Provide a (SPOC) to manage, participate in the kickoff discussion, schedule coordination, and acceptance testing.
- Contact Customer prior to installation in order to confirm site readiness and schedule equipment delivery.
- Verify system power-up, operation of network interfaces and run internal diagnostics.
- Conduct Customer Acceptance Testing in accordance with the Acceptance Test Plan as defined per the manufacture's turn up documentation
- Document network equipment configuration, as per pre-sale negotiations, and provide a written copy to Customer.

### 1.4 Customer Responsibilities

- Provide a Single Point of Contact (SPOC) to resolve implementation issues and to participate in the kickoff discussion, schedule coordination, and acceptance testing. Customer shall provide the name and contact information of such individual to Verizon in writing.
- Provide at least one analog (voice) telephone line near the new hardware (<15ft), for use during installation.
- Assume responsibility for hardware, software and memory compatibility issues related to existing equipment.
- Prior to installation, perform back up of any involved device, including drivers, applications, and operating systems as required
- Be responsible for providing licensed copies of operating system and applications software should they need to be re-installed during the installation, as applicable. Customer is responsible for installation or re-installation of any software not provided by Verizon on this project.
- Control all activities associated with the existing customer equipment, including changes, additions or deletions of devices made by any non-Verizon provided technicians.
- Provide prompt physical and electronic access to all areas/devices where Verizon will install equipment. NOTE: Wait time in excess of 30 minutes may result in a time and material charge.

### 1.5 Change Order Request

Verizon will provide Customer with a Verizon Change Order Request form, substantially in the form set forth in Exhibit B. Customer may request changes in, or additions to, the work being provided hereunder by completing the Verizon Change Order Request form. Requested changes will be facilitated to the extent feasible. If Verizon determines that such changes will cause an increase or decrease in the cost of or time required for performance of the work, Verizon will advise Customer thereof and such adjustments shall be reflected in the Verizon Change Order Request form. The Verizon Change Order Request form shall not become effective unless and until it is agreed to and executed by Customer and Verizon. Verizon will initiate changes to the project that affect cost or significantly affect schedule using the Change Control procedure.

### 1.6 Pricing and Payment

*Payment terms should not be included in the SOW unless they are different than what is set forth in the Agreement.*

(This section left intentionally blank)

### 1.7 Acceptance Testing

Verizon and Customer will perform acceptance testing at the time of installation. If Customer fails to provide access for Verizon to perform acceptance testing, or fails to participate in acceptance testing within 5 business days of being notified by Verizon that a site is ready for acceptance, the site(s) shall be deemed accepted by Customer and will be invoiced as though acceptance testing had been actually performed. A Customer signature on the Certificate of Acceptance, as set forth in Exhibit C or other Verizon standard acceptance documents, signifies that all deliverables have been completed for the site. Verizon and Customer acknowledge and agree that this SOW accurately sets forth the Services that Verizon will provide to Customer, and is signed by an authorized representative of Customer and Verizon.

Customer: VA Hospital  
Quote No.: 8-27OJTP



Customer

Verizon Select Services, Inc.

Name

Name

Suleiman Hessam

Title

Title

VP-PCM

Date

Date

6/8/06

Signature

Signature

Suleiman Hessam







**Exhibit B - Change Order Request**

**PERSON REQUESTING CHANGE:** \_\_\_\_\_

**TELEPHONE No.:** \_\_\_\_\_ **DATE OF REQUEST:** \_\_\_\_\_

**DESCRIPTION OF REQUEST:** (Include details on problem and desired solution)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**IMPACT SUMMARY:** (Include estimates regarding additional Time and Costs)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ADDITIONAL CHARGES:** \$ \_\_\_\_\_

**DISPOSITION:** (Describe how changes will be implemented if approved)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPROVALS:** (Accepted by)

This document has been read and approved by the following individuals responsible for its implementation.

<b>Verizon Select Services, Inc.</b>		<b>Veteran's Administration</b>	
Name	_____	Name	_____
Title	<u>Verizon Account Manager</u>	Title	_____
Date	_____	Date	_____
Signature	_____	Signature	_____

Name \_\_\_\_\_  
Title Verizon Project Manager  
Date \_\_\_\_\_  
Signature \_\_\_\_\_



# System Agreement



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

<b>A. Verizon Entity Name ("Verizon"):</b> Verizon Select Services Inc	<b>B. Customer Name ("Customer")</b> Division of Veterans Affairs
Address: 1410 MacCorkle Av	Address: 1321 Plaza East
City: Charleston State: WV Zip Code: 25314	City: Charleston State: WV Zip Code: 25301-1400
Contact Name and Phone Number: Sandra K Hawkins 304 344-6700	Customer Billing Address (if different):
Quote Number (if applicable) _____	City: State: Zip Code:
	Contact Name and Phone Number: Ron Price 304 558-0492

<p><b>C. Select all applicable options:</b></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><b>Verizon Maintenance and Management Services</b></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><b>Verizon Maintenance and Management Services Cont'd.</b></p> <p><input type="checkbox"/> 8x5 Switch &amp; Phones  <input type="checkbox"/> 8x5 Switch &amp; 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 checked="" type="checkbox"/> 8x5 Business Communication Manager  <input type="checkbox"/> 8x5 Centrex CPE  <input type="checkbox"/> 24x7 Centrex CPE  <input type="checkbox"/> 24x7 Switch &amp; 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>
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# 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	\$ <u>87,717.75</u>
Professional Services Price	\$ _____
Security Solutions Services Price	\$ _____
Maintenance Service	
Voice Maintenance Service for <u>5</u> Year(s)	\$ <u>41,834.19</u>
Managed Network Solutions Service for _____ Year(s)	\$ _____
Third Party Maintenance Service for _____ Year(s)	\$ _____
Supplemental Warranty Coverage	\$ _____
Applicable taxes (estimated)	\$ _____
<b>TOTAL PRICE</b>	\$ <u>129,551.94</u>
Down Payment	\$ _____
Balance Due	\$ <u>129,551.94</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)

\$\_\_\_\_\_

(Year 2)

\$\_\_\_\_\_

(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





## System Agreement

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



## System Agreement

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 Select Services Inc**

**Customer Name:** \_\_\_\_\_

**By:** Suleiman Hessami  
**Print Name:** Suleiman Hessami  
**Title:** VP-PCM  
**Date:** 6/8/06

**By:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

