



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  
**BCF70576**

PAGE  
**1**

ADDRESS: CORRESPONDENCE TO ATTENTION OF  
**ROBERTA WAGNER  
 304-558-0067**

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
**Verizon Select Services Inc.  
 1410 MacCorkle Avenue, SE  
 Charleston, WV 25314**

SHIP TO

**HEALTH AND HUMAN RESOURCES  
 VARIOUS LOCATIONS  
 AS INDICATED BELOW**

DATE PRINTED: <b>08/24/2006</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **10/02/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				<b>REQUEST FOR QUOTATION</b>		
				<p>THE WEST VIRGINIA DIVISION OF PURCHASING IS SOLICITING BIDS FOR WV DHHR BUREAU FOR CHILDREN AND FAMILIES, POCAHONTAS COUNTY OFFICE FOR THE PURCHASE, INSTALLATION, PROGRAMMING, TRAINING OF AGENCY PERSONNEL AND FIRST YEAR MAINTENANCE WARRANTY FOR A BCM 400 SYSTEM, "OR EQUAL".</p> <p>PLEASE NOTE THE FOLLOWING ATTACHMENTS:            1) BCF70576 SPECIFICATIONS            2) AFFIDAVIT</p>		
0001	1	JB		725-56		<b>\$ 33,008.<sup>22</sup></b>
				<p>NORTEL BCM 400 TELEPHONE SYSTEM PER ATTACHED SPECS.</p> <p>THE DHHR BUREAU FOR CHILDREN AND FAMILIES, POCAHONTAS COUNTY OFFICE IS CONTRACTING FOR THE PURCHASE, INSTALLATION, PROGRAMMING AND TRAINING OF AGENCY PERSONNEL AND THE FIRST YEAR MAINTENANCE WARRANTY FOR A BCM 400 SYSTEM OR EQUAL IN ACCORDANCE WITH THE ATTACHED SPECS.</p> <p>CONTRACTOR WILL FURNISH ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES TO PROCURE AND INSTALL SYSTEM A NEW NORTEL BCM TELEPHONE SYSTEM OR EQUAL AT THE FOLLOWING ADDRESS.            WV DHHR - POCAHONTAS COUNTY OFFICE            #2 EDRAV BUSINESS PARK</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Suleman Nassar</i>	TELEPHONE <b>304-344-7496</b>	DATE <b>9/29/06</b>
TITLE <i>V.P. Procurement Contract Mgmt</i>	FEIN <b>16-1337624</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

September 29<sup>th</sup>, 2006

Roberta Wagner  
Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305

Dear Roberta Wagner:

Thank you for the opportunity to present BCF70576 for WV DHHR Bureau for Children and Families, Pocahontas WV DHHR Bureau for Children and Families County Office. Verizon is excited about the prospect of providing a Nortel 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 WV DHHR Bureau for Children and Families to concentrate on their core competencies.

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

Sincerely,

A handwritten signature in black ink that reads "Chip Merritt".

Chip Merritt  
Corporate Account Manager

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

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

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

**INSTRUCTIONS TO BIDDERS**

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

**SIGNED BID TO:**

Department of Administration  
Purchasing Division  
2019 Washington Street East  
Post Office Box 60130  
Charleston, WV 25305-0130



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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**BCF70576**

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**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**ROBERTA WAGNER  
 304-558-0067**

RFQ COPY

TYPE NAME/ADDRESS HERE

*Verizon Select Services Inc.  
 1410 MacCorkle Avenue, SE  
 Charleston, WV 25314*

HEALTH AND HUMAN RESOURCES  
 VARIOUS LOCATIONS  
 AS INDICATED BELOW

DATE PRINTED <b>08/24/2006</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **10/02/2006** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	DATE NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>MARLINTON, WV 24954</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 30 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE THE BID AND CONTRACT HEREIN.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT IN THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>INQUIRIES:          WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON MONDAY, SEPTEMBER 11, 2006. QUESTIONS MAY BE SENT VIA USPS, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:          ROBERTA WAGNER</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Suleiman Nassani Jr* TELEPHONE **304-344-7496** DATE **9/29/06**

TITLE *V.P. Purchasing Control Mgr* ADDRESS CHANGES TO BE NOTED ABOVE

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311            FAX: 304-558-4115            E-MAIL: RWAGNER@WVADMIN.GOV</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE MODEL/BRAND/SPECIFICATIONS NAMED HEREIN ESTABLISH THE ACCEPTABLE LEVEL OF QUALITY ONLY AND ARE NOT INTENDED TO REFLECT A PREFERENCE OR FAVOR ANY PARTICULAR BRAND OR VENDOR. VENDORS WHO ARE BIDDING ALTERNATES SHOULD SO STATE AND INCLUDE PERTINENT LITERATURE AND SPECIFICATIONS. FAILURE TO PROVIDE INFORMATION FOR ANY ALTERNATES MAY BE GROUNDS FOR REJECTION OF THE BID. THE STATE RESERVES THE RIGHT TO WAIVE MINOR IRREGULARITIES IN BIDS OR SPECIFICATIONS IN ACCORDANCE WITH SECTION 148-1-4(F) OF THE WEST VIRGINIA LEGISLATIVE RULES AND REGULATIONS.</p> <p>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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Suleman Nassani* TELEPHONE **304-344-7496** DATE **9/29/06**

TITLE *V.P. Purchasing Contract Mgr.* FEIN **16-1337624** ADDRESS CHANGES TO BE NOTED ABOVE

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**4**

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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*Verizon Select Services Inc.  
 1410 MacCorkle Ave, SE  
 Charleston, WV 25314*

HEALTH AND HUMAN RESOURCES  
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<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> <p><input checked="" type="checkbox"/> 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><input checked="" type="checkbox"/> BIDDER IS A NONRESIDENT VENDOR EMPLOYING A</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Suliman Nassani* TELEPHONE: **304-344-7496** DATE: **9/29/06**

TITLE: *Purchasing Contracts Mgr.* FEIN: **16-1337624** ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia  
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ADDRESS CORRESPONDENCE TO ATTENTION OF:  
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 304-558-0067**

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 1410 MacCorkle Avenue, SE  
 Charleston, WV 25314*

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<p>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 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Suleman Nassani* TELEPHONE: **304-344-7496** DATE: **9/29/06**

TITLE: *VP Purchasing Contract Mng* FEIN: **16-1337624** ADDRESS CHANGES TO BE NOTED ABOVE

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



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**Request for  
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**6**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
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 304-558-0067**

RFQ COPY

TYPE NAME/ADDRESS HERE

*Verizon Select Services Inc.  
 1410 MacCorkle CWe, SE  
 Charleston, WV  
 25314*

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CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.

BIDDER: *Verizon Select Services Inc.*

DATE: *9/29/06*

SIGNED: *Suliman Nassani*

TITLE: *VP Pricing / Contract Mgt.*

\* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)

**NOTICE**

A SIGNED BID MUST BE SUBMITTED TO:

DEPARTMENT OF ADMINISTRATION  
 PURCHASING DIVISION  
 BUILDING 15  
 2019 WASHINGTON STREET, EAST  
 CHARLESTON, WV 25305-0130

THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Suliman Nassani* TELEPHONE **304-344-7496** DATE *9/29/06*

TITLE *VP Pricing / Contract Mgt.* FEIN **16-1337624** ADDRESS CHANGES TO BE NOTED ABOVE

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**Request for  
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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
SEALED BID						
BUYER:-----ROBERTA WAGNER/FILE 22-----						
RFQ. NO.:-----BCF70576-----						
BID OPENING DATE:-----10/2/2006-----						
BID OPENING TIME:-----1:30 PM-----						
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <i>304-341-1464</i>						
CONTACT PERSON (PLEASE PRINT CLEARLY): <i>Chip Merritt</i>						
***** THIS IS THE END OF RFQ BCF70576 ***** TOTAL:						<i># 33,008.00</i>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Sulman Nassam* TELEPHONE *304-344-7496* DATE *9/29/06*

TITLE *Principal Contract Mgr* FEIN *16-1337624* ADDRESS CHANGES TO BE NOTED ABOVE

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

BCF70576  
SPECIFICATIONS

VENDOR IS RESPONSIBLE FOR THE SYSTEM INSTALLATION AND TRAINING AT:  
POCAHONTAS COUNTY DHHR OFFICE (MARLINTON), #2 EDRAV BUSINESS PARK,  
MARLINTON WV.

THE NORTEL BUSINESS COMMUNICATIONS MANAGER (BCM) TELEPHONE SYSTEM  
OR EQUAL SHALL INCLUDE THE FOLLOWING:

- 1) VENDOR MUST BID NEW EQUIPMENT, NO EXCEPTIONS.
- 2) THE OFFICE OF MANAGEMENT INFORMATION SYSTEMS (OMIS) SHALL BE THE DHHR SINGLE POINT OF CONTACT REGARDING ALL ASPECTS OF THE INSTALLATION, PROGRAMMING, AND ISSUES THAT ARISE FROM INSTALLATION. VENDORS WILL WORK THROUGH THE SINGLE POINT OF CONTACT AT ALL TIMES.
- 3) VENDOR SHALL SHIP ALL BCM EQUIPMENT, CHASSIS, EXPANSION CABINETS, MEDIA BAY MODULES, AND RELATED KEYCODES, ETC... TO THE DHHR OFFICE OF MANAGEMENT INFORMATION SERVICES (OMIS) 350 CAPITOL STREET, ROOM 313 CHARLESTON, WV 25301. OMIS STAFF AND VENDOR WILL CONFIGURE THE EQUIPMENT WHICH INCLUDES BUT IS NOT LIMITED TO: VOICEMAIL, KEYCODES, SYSTEM CONFIGURATIONS, VOIP, ETC.. THE SYSTEM WILL BE ATTACHED LOCALLY TO THE IP NETWORK AND GATEKEEPER FUNCTIONS, TO VERIFY CONNECTIVITY AND OPERATION OF ADVANCED FEATURES. UPON SUCCESSFUL CONFIGURATION OF THE EQUIPMENT, THE VENDOR WILL BE RESPONSIBLE FOR TRANSPORTING AND DEPLOYMENT OF THE EQUIPMENT AT THE WV OFFICE OF THE DHHR.
- 4) DHHR REQUIRES THAT INSTALLATION SHALL BE PERFORMED AT ALL TIMES BY A TECHNICIAN WHO IS A EMPLOYEE OF THE BIDDING VENDOR (I.E. NO SUB-CONTRACTORS). DUE TO THE COMPLEXITY OF THIS PROJECT (I.E. VOIP, GATEKEEPERS, QOS, CALL ROUTE ENGINEERING, ETC..) A MINIMUM OF ONE TECHNICIAN MUST BE CERTIFIED BY THE MANUFACTURER ON THE BUSINESS COMMUNICATIONS MANAGER (BCM) PRODUCT PLATFORM VERSION 3.0 OR HIGHER, AND HAVE EXPERIENCE INSTALLING BCM VERSION 3.7 OR HIGHER. DHHR FURTHER EXPECTS THAT VENDOR HAVE A MANUFACTURER CERTIFIED TECHNICIAN AVAILABLE WITHIN A 3 HOUR RESPONSE TIME WINDOW FOR OUTAGES OR ISSUES THAT REQUIRE SUCH EXPERTISE.
- 5) VENDOR SHALL BE RESPONSIBLE FOR THE DELIVERY, INSTALLATION AND CONFIGURATION OF THE CABINET BASED (19" RACK MOUNTED) BUSINESS COMMUNICATIONS MANAGER (BCM), INCLUDING ALL DIGITAL AND ANALOG STATION MODULES, NETWORK TRUNK MODULES, EXPANSION CABINET(S), SOFTWARE LICENSES, ETC AS SPECIFIED IN THE MATERIALS LIST OR EQUAL TO THE INTENDED JOB SITE.
- 6) VENDOR MUST DOCUMENT ALL PHASES DURING AND AFTER INSTALLATION AND PROVIDE A CUT SHEET OF THE FINISHED PRODUCT TO OFFICE OF MANAGEMENT INFORMATION SERVICES (OMIS) AT TIME OF COMPLETION.

- 7) INSTALLATION, CONFIGURATION, LABELING AND PLACEMENT OF UP TO TWENTY-FOUR (24) T7316E DIGITAL TELEPHONE SET(S) AND DOCUMENTATION AS SPECIFIED IN THE MATERIALS LIST , or equal
- 8) INSTALLATION, CONFIGURATION, LABELING AND PLACEMENT OF UP TO SIX (6) T7100 DIGITAL TELEPHONE SET(S) AND DOCUMENTATION AS SPECIFIED IN THE MATERIALS LIST , OR EQUAL
- 9) INSTALLATION, CONFIGURATION, LABELING AND PLACEMENT OF ONE (1) T7406 DIGITAL WIRELESS TELEPHONE SET(S) AND DOCUMENTATION AS SPECIFIED IN THE MATERIALS LIST. OR EQUAL. PLACEMENT SHALL BE IN THE EQUIPMENT/COMPUTER ROOM.
- 10) INSTALLATION, CONFIGURATION, LABELING AND PLACEMENT OF UP TO ONE (1) NORTEL AUDIO CONFERENCE UNIT AND DOCUMENTATION AS SPECIFIED IN THE MATERIALS LIST , OR EQUAL
- 11) CONFIGURATION OF ONE (1) T7316E DIGITAL SET AS CENTRAL ANSWERING POSITIONS, UTILIZING THE KEY BASED EXPANSION MODULES SPECIFIED. THIS SHALL INCLUDE THE ASSIGNMENT OF DSS APPEARANCES, TO BE PROVIDED BY DHHR.
- 12) INSTALLATION AND CONFIGURATION OF UP TO TWO (2) ANALOG TRUNK MODULES. THIS ACTIVITY INCLUDES THE TESTING OF ALL TRUNK CIRCUITS WITH THE LOCAL TELCO TO VERIFY PROPER OPERATION AND CALL ROUTING.
- 13) INSTALLATION AND CONFIGURATION OF VOICE MESSAGING KEYCODE (VOICEMAIL) THIS INCLUDES BUT IS NOT LIMITED TO THE CREATION OF VOICEMAIL BOXES, CLASS OF SERVICE, AND OTHER ASSOCIATED PROGRAMMING. DHHR WILL PROVIDE A LIST OF END-USERS FOR VOICEMAIL AT TIME OF INSTALLATION.
- 14) INSTALLATION AND CONFIGURATION OF 32-SEAT UNIFIED MESSAGING KEYCODE (UNIFIED MESSAGING). THIS INCLUDES BUT IS NOT LIMITED TO ASSISTING DHHR WITH INSTALLATION AND TESTING OF THE UNIFIED MESSAGING CLIENT ON END-USERS PC'S. DHHR OMIS WILL PROVIDE A LIST OF END-USERS FOR UNIFIED MESSAGING AT TIME OF INSTALLATION.
- 15) INSTALLATION AND CONFIGURATION OF 4-SEAT IP TELEPHONY CLIENT KEYCODES, AND TESTING OF AT LEAST ONE IP DEVICE (I2050 OR I2004 IP SET) FOR VERIFICATION PURPOSES.
- 16) INSTALLATION AND CONFIGURATION OF 8 VOIP GATEWAY TRUNK KEYCODES, AND TESTING OF AT LEAST ONE DEVICE CONNECTING TO ANOTHER DHHR SITE VIA VOIP FOR VERIFICATION PURPOSES.
- 17) VENDOR SHALL PROVIDE END-USER TRAINING SESSIONS FOR ALL OFFICE PERSONNEL. TRAINING SHALL INCLUDE TELEPHONE SET INTERFACE AND COMMONLY USED SYSTEM FEATURES, VOICEMAIL SETUP AND OPERATION, AND UNIFIED MESSAGING SETUP AND OPERATION, VENDOR MUST PROVIDE A MINIMUM OF TWO TRAINING SESSIONS, ON SEPARATE DAYS IF REQUESTED, EACH CONSISTING OF A MINIMUM OF 1 HOUR OF TELEPHONE AND SYSTEM

FEATURE TRAINING, AND A MINIMUM OF 1 HOUR FOR VOICEMAIL AND UNIFIED MESSAGING TRAINING. A SEPARATE TRAINING SESSION SHALL BE PROVIDED FOR TELEPHONE ATTENDANT OPERATIONS. THIS IS AN IMPORTANT ELEMENT OF A SUCCESSFUL SYSTEM STARTUP, AND ADEQUATE USER TRAINING IS MANDATORY.

- 18) INSTALLATION OF APC SMART UPS WITH PHONE SYSTEM FOR AUTOMATIC SHUT DOWN AT END OF BATTERY AND INTERFACE TO WORK WITH PHONE SYSTEM

Vendor's pricing for providing all equipment, labor and supplies necessary to install the specified telephone system, OR EQUAL (See Items 1 through 18 above and Materials List)

..\$ 33,008.<sup>22</sup>

**\*\* NOTE: SHOULD MANUFACTURERS PART NUMBERS OR DESCRIPTIONS CHANGE OR BE SUPERCEDED BY NEWER NUMBERS DURING THE BIDDING PHASE OF THIS RFQ, SUBSTITUTE PART NUMBERS OR DESCRIPTIONS WILL BE ACCEPTED AS LONG AS ADEQUATE DESCRIPTION OF THE CHANGES ARE PROVIDED, AND THERE IS NO SIGNIFICANT IMPACT ON THE COST OF THE CHANGES TO THE SYSTEM. A LETTER FROM THE MANUFACTURER MAY BE REQUESTED TO VERIFY THE AUTHENTICITY AND COMPATIBILITY OF THE PROPOSED CHANGES, AND DHHR WILL HAVE ULTIMATE AUTHORITY TO ACCEPT OR REJECT THE PROPOSED CHANGES.**

VENDOR MUST HAVE BEEN AN ACCREDITED NORTEL DISTRIBUTOR OR RESELLER, ACCREDITED TO DIRECTLY SELL AND SERVICE THE BUSINESS COMMUNICATIONS MANAGER (BCM) FOR A MINIMUM OF THREE (3) YEARS. VENDOR SHALL PROVIDE DOCUMENTATION SHOWING SUCH ACCREDITATION, OR EQUAL

VENDOR MUST PROVIDE CERTIFICATION DOCUMENTS SHOWING THE LOCAL PERSONNEL INVOLVED IN THE INSTALLATION AND SERVICE OF THE SYSTEM ARE CERTIFIED ON THE BUSINESS COMMUNICATIONS MANAGER (BCM) V3.0 OR HIGHER, OR EQUAL

VENDOR MUST HAVE SUCCESSFULLY INSTALLED A NORTEL BUSINESS COMMUNICATIONS MANAGER (BCM) VERSION 3.7 OR HIGHER, OR EQUAL

VENDOR MUST PROVIDE THREE SEPARATE UNIQUE REFERENCES REGARDING BUSINESS COMMUNICATIONS MANAGER (BCM) OR EQUAL, INSTALLATIONS WITHIN THE LAST THREE YEARS. RESUMES CANNOT BE FROM DHHR.

QUOTE SHALL INCLUDE ALL LABOR REQUIRED TO INSTALL AND/OR CONFIGURE, PROGRAM AND TEST FOR PROPER OPERATION OF THE EQUIPMENT PROVIDED.

VENDOR MUST ATTACH TO THE BID RESPONSE AN EQUIPMENT LIST OF ALL HARDWARE AND SOFTWARE INCLUDED IN THE SYSTEM AND MUST LIST QUANTITIES AND MODEL NUMBERS OF ITEMS INCLUDED IN THE SYSTEM, OR EQUAL

PURCHASE PRICE OF THE TELEPHONE SYSTEM MUST INCLUDE INSTALLATION, TRAINING, AND ONE FULL YEAR MAINTENANCE WARRANTY.

HOURLY CHARGE FOR NON-ROUTINE MAINTENANCE IS \$ 85.<sup>00</sup>/HR.  
CHARGE PER SERVICE CALL IS \$ 0.<sup>00</sup>

POST INSTALLATION AUDIT.

WITHIN 30 DAYS OF THE DATE OF INSTALLATION, THE OFFICE OF TECHNOLOGY WILL PERFORM A POST-INSTALLATION AUDIT OF THE SYSTEM. THE INSTALLING VENDOR WILL BE REQUIRED TO PERFORM A TOTAL SYSTEM DEMONSTRATION, DETAILING EACH AND EVERY FEATURE, VERIFYING EQUIPMENT INVENTORIES AND CONFIGURATION AS PER THE PURCHASE ORDER. IF THE SYSTEM FAILS TO MEET THE SPECIFICATIONS AS PER THE PURCHASE ORDER, THE INSTALLING VENDOR SHALL HAVE 30 DAYS TO CORRECT ALL DEFICIENCIES. A SECOND AUDIT OF THE INSTALLATION SHALL BE PERFORMED AT THE INSTALLING VENDOR'S EXPENSE. CHARGES SHALL BE LEVIED FOR TIME, TRAVEL AND MATERIALS BASED ON THE CURRENT THE OFFICE OF TECHNOLOGY PUBLISHED SCHEDULE OF RATES. IF THE SYSTEM FAILS THE SECOND AUDIT, THE INSTALLING VENDOR SHALL HAVE 20 DAYS TO CORRECT DEFICIENCIES PRIOR TO AN ADDITIONAL AUDIT, WHICH AGAIN WILL BE AT THE VENDOR'S EXPENSE. FAILURE OF A THIRD AUDIT COULD LEAD TO A CANCELLATION OF THE PURCHASE ORDER AND AWARD TO THE NEXT APPARENT SUCCESSFUL VENDOR. SYSTEM ACCEPTANCE FOR PAYMENT SHALL NOT BE CONSUMMATED PRIOR TO A SUCCESSFUL SYSTEM AUDIT.

THE OFFICE OF TECHNOLOGY HAS CABLED THE ENTIRE BUILDING WITH ALL NEW CAT 6 CABLING TO VOICE JACKS. VENDOR MUST USE THE NEW CABLING INSTALLED BY THE OFFICE OF TECHNOLOGY AND COMMUNICATE ANY PROBLEM WITH CABLING TO OMIS PERSONNEL.

VENDOR SHALL ALSO PROVIDE SUFFICIENT END USER DOCUMENTATION FOR THE LISTED EQUIPMENT AND PROVIDE ON-SITE TRAINING FOR USERS IN A CONFERENCE ROOM ENVIRONMENT. SEPARATE TRAINING TO BE PROVIDED FOR CONSOLE ATTENDANT.

ALL SERVICES ARE TO BE PROVIDED AT THE CUSTOMER SITE EXCEPT WHERE NOTED.

THE RESPONSE TIME FOR A SERVICE CALL FROM THE AGENCY MUST BE WITH A CALL BACK WITHIN 30 MINUTES ON A MAJOR OUTAGE. (CENTRAL ANSWERING POSITION OUT, BUSINESS COMMUNICATION MANAGER (BCM) OUT, OR MORE THAN 25% OF STATIONS OUT.) TECHNICIAN WILL BE ON SITE WITHIN 3 HOURS FOR A MAJOR OUTAGE, MUST HAVE THE SYSTEM UP AND RUNNING WITHIN 6 HOURS. RESPONSE TIME ON OTHER OUTAGES SHOULD BE 8 HOURS. PERSONNEL INVOLVED IN THE INSTALLATION AND FIRST YEAR WARRANTY MUST BE PERSONNEL OF THE RESPONDING VENDOR. SUB-CONTRACTORS FOR RESPONDING VENDOR CANNOT BE USED FOR THE INITIAL INSTALLATION AND FIRST YEAR WARRANTY.

THE ATTACHED LIST OF EQUIPMENT OR EQUAL, MUST BE PROVIDED.

Pocahontas County DHHR Office (Marlinton)

Item #	Qty.	Part #	SYSTEM MUST BE NORTEL OR EQUAL Description	Unit Price	Total Price
1	1	NT7B10AAFT	NA BCM 4.0 BCM400 Base System with redundant power supply, 2 LAN, modem, MSC, RAID mirrored dual HDD		
2	1	NTPW0131	NA BCM Expansion Cabinet 6-Bay Redundant Power Supply. (Includes NA power cord)		
3	2	NT5B44AAAA	GATM8 - 8-Port Global Analog Trunk Media Bay Module		
4	2	NT7B09AAAD	BCM-DSM32+ - 32-Strn Digital Station Media Bay Module.		
5	1	NTKC0051	BCM VoIP gateway - 8 Trunk Software Authorization Code		
6	1	NTKC0047	BCM IP Telephony Client -4 Seat		
7	1	NTKC0008	BCM Unified Messaging 32-Seat Software Authorization Code		
8	1	NTKC0014	BCM Voice Messaging 32-Seat Software Authorization Code		
9	1	NTKC0020	BCM Fax Suite (includes Fax Messaging, Fax Attendant and Fax on demand ) Software Authorization Code		
10	1	NTKC0002	BCM MCDN/Q.Sig Networking Software Authorization Code		
11	1	NTKC0001	BCM VPIM/AMIS Networking Software Authorization Code		
12	1	NTKC0083	BCM Network Configuration Manager Software Authorization Code		
13	1	NTKC0054	BCM LAN CTE 4-Seat Software Authorization Code (BCM 2.5 + higher)		
14	1	NTKC0127	BCM NetIQ Agent Software Authorization Code		
15	24	NT8B27JAAA	T7316E Telephone Set - Charcoal (with Feature Plate)		
16	2	NT8B29AAAA	T24 Key Indicator Module - Charcoal for T7316E		
17	6	NT8B25AABL	T7100 Telephone Set Charcoal (with Feature Plate)		
18	1	NTAB2686	Audio Conferencing Unit		
19	1	NT8B45AAAA	T7406 cordless w/Wall Base - Trilingual		
20	2	NTAB9904	T7100 Telephone Set End User Guide (Eng) Kit		
21	5	NTAB3620	T7316 Documentation Bundle - English		
22	1	NTAB3605	BCM 4.0 Document CD Kit		
23	1	NTAB3602	BCM 4.0 GA SAW for Imaging Tool		
24	1	NT7B10AAGD E5	BCM 4.0 Hard Drive FRU Programmed (20 GB)		
25	1	GF6300232	Next Business Day Parts, plus Tech Support BCM400 Base System - 1 Yrs		
26	1	GF6300233	Next Business Day Parts, plus Tech Support BCM400 Expansion Cabinet - 1 Yrs		
27	4	GF5300AB6	Next Business Day Parts, plus Tech Support BCM Media Bay Modules "B" (DSM32, GATM8, ASM8, 4x16, FEM) - 1 Yrs		
28	1	SUA2200	APC Smart-UPS 2200VA USB & Serial 120V		
29	1	AP9619	APC UPS Network Management Card w/ Environmental Monitoring		
30	2	AP7900	APC Rack PDU, Switched 1U, 15Amp 120V		
31	1	UWSITER-P	RSI Shadow CMS Site License - Remote BCM Location		
32	1	UWSITEM-P	RSI Shadow CMS Site License Maintenance 1yr - Remote BCM Location		

Total ==>>> 33,008.42

**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, §51-5-3), 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: Suleman Nessim Date: 9/29/06

## 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 Nssami

Title: VP Pricing / Contract Mgt.

Date: 9/29/06



**System Agreement**



This System Agreement ("Agreement"), effective as of the 29 day of September, 2006, is made by and between

<b>A. Verizon Entity Name ("Verizon"):</b> Verizon Select Services Inc.	<b>B. Customer Name ("Customer")</b> WV DHHR Pocahontas County Office
<b>Address:</b> 1410 MacCorkle Ave	<b>Address:</b> #2 Edray Business Park
<b>City:</b> Charleston <b>State:</b> WV <b>Zip Code:</b> 25314	<b>City:</b> Marlinton <b>State:</b> WV <b>Zip Code:</b> 24954
<b>Contact Name and Phone Number:</b> Chip Merritt 304-344-7496	<b>Customer Billing Address (if different):</b>
<b>Quote Number (if applicable)</b> 8-2EEDMB	<b>City:</b> <b>State:</b> <b>Zip Code:</b>
	<b>Contact Name and Phone Number:</b> Roberta Wagner 304-558-0067

<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"/> Site Watch - Fault Management  <input type="checkbox"/> Site Watch - Performance Management  <input type="checkbox"/> Site Watch - 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 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>33,008.22</u>
Professional Services Price	\$ _____
Security Solutions Services Price	\$ _____
Maintenance Service	
Voice Maintenance Service for _____ Year(s)	\$ _____
Managed Network Solutions Service for _____ Year(s)	\$ _____
Third Party Maintenance Service for _____ Year(s)	\$ _____
Supplemental Warranty Coverage	\$ _____
Applicable taxes (estimated)	\$ _____
<b>TOTAL PRICE</b>	<b>\$ _____</b>
Down Payment	\$ _____
Balance Due	\$ <u>33,008.22</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





## System Agreement

"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



## System Agreement

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.



**System Agreement**

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 Nessim*  
Print Name: Suleiman Nessim  
Title: VP Pricing/Contract Mgmt.  
Date: 9/29/06

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





# Statement of Work

WV DHHR

Quote: 8-2EEDMB

## Pocahontas County DHHR- BCM400

This Statement of Work ("SOW") is by and between Verizon Select Services ("Verizon") and the WV DHHR ("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 phone system at the Bureau for Children & Families, Pocahontas County Office of WV DHHR. Verizon will provide all labor, material and equipment to furnish, install, configure, training of users and maintenance of a BCM400 system. The BCM will be configured with equipment listed on the RFQ# BCF70576.

See Attached VSSI Quote 8-2EEDMB for Equipment List

#### Verizon Operations will perform the following tasks:

- ?Perform station reviews and configure/install all phone sets per the customer's requirements.
- ?Install the BCM400 listed in this SOW per the manufactures specifications.
- ?Configure the BCM400 utilizing the software/ Authorization Codes listed in this SOW.
- ?Configure the BCM400 with the Business Series / IP phone sets.
- ?Install the Media Bay Modules listed in this SOW per the manufactures specifications.
- ?Cross-Connect the proposed BCM400 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. Quote includes 1<sup>st</sup> Year office hours maintenance.
- ?Provide end user training, covering such items as voice mail set-up, features and functionality of the sets, changing feature buttons on the sets.
- ?Provide documentation of the system to the customer, providing electron copy and hard copy of the phone set user documentation literature.

### 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-3 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**

As specified

**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 Pocahontas County DHHR BCM400  
Quote No.: 8-2EEDMB



Customer

Verizon Select Services, Inc.

Suliman Nassani

Name

Name

Suliman Nassani

Title

Title

VP Pricing / Contract Mgt.

Date

Date

9/26/06

Signature

Signature

Suliman Nassani

Customer Pocahontas County DHHR BCM400  
Quote No.: 8-2EEDMB



**Exhibit A - List of Identified Project Work Sites**

Company Name	Contact	Address	Phone/Fax	Site Type
WV DHHR OMIS		350 Capital St Charleston, WV		Ship to Site
WV DHHR		Pocahontas County Office #2 Edray Business Park Marlinton, WV		Installed Site

This Statement of Work is confidential and/or proprietary and is intended only for the use of the entities named in this document.



**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>WV DHHR</b>
Name	_____	Name	_____
Title	<u>Verizon Account Manager</u>	Title	_____
Date	_____	Date	_____
Signature	_____	Signature	_____

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





**Exhibit C – Certificate of Acceptance**

**Certificate of Acceptance**

**Certificate of Delivery and Installation of Verizon's Services**

The undersigned hereby certifies that all Services provided under this Statement of Work have been delivered to the undersigned and that the Services are hereby accepted by site. The undersigned further certifies that he/she has, or has been delegated, the authority to accept the Services.

<b>Site Name</b>	<b>Acceptance Date</b>	<b>Customer Representative Title</b>



## EQUIPMENT SALES AND INSTALLATION SERVICES EXHIBIT

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

### 1. Description of Service.

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

### 2. Warranty.

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



**MAINTENANCE SERVICES EXHIBIT**  
**Voice Equipment Maintenance**

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

**1. Term and Termination.**

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

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

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

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

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

**4. Equipment Support**

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



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

**5. Exclusions. Maintenance Services do not include:**

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





## BCM References

- 1) Berkeley County Commission  
Attn: Deborah Hammond  
(304)264-1923  
[dhammond@berkeleycountycomm.org](mailto:dhammond@berkeleycountycomm.org)
  
- 2) WV State Auditor's Office  
Attn: Mike Barker  
(304)558-2261 x330  
[mikeb@wvauditors.com](mailto:mikeb@wvauditors.com)
  
- 3) Cabell County Board of Education  
Attn: Richard Pullin  
(304)528-2022

**James Jarrett**

is recognized as a

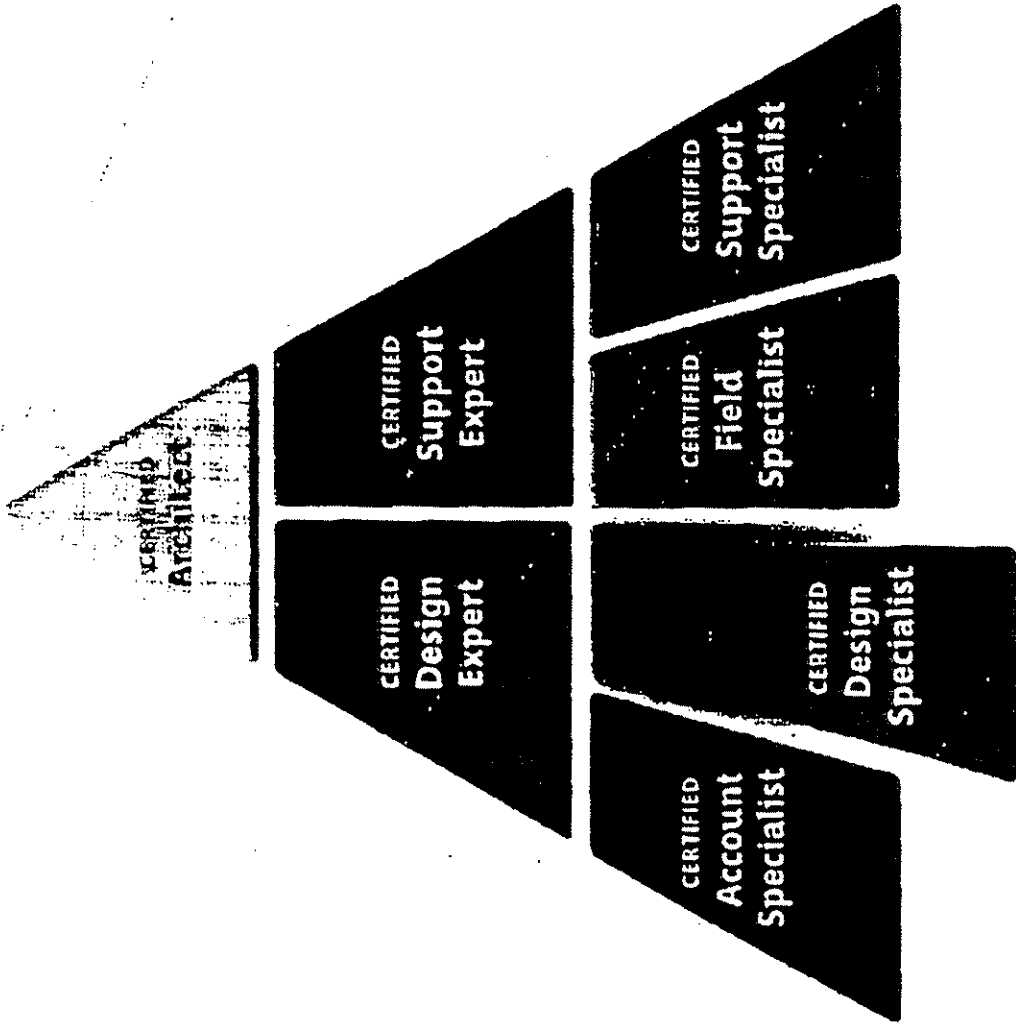
**Nortel Networks**

**Certified Design Specialist**

**VoIP BCM 3.0**

on

**March 28, 2005**



Nortel Networks, President & Chief Executive Officer

**NORTEL**  
**NETWORKS**  
Certified  
Design Specialist

**James Jarrett**

is recognized as a

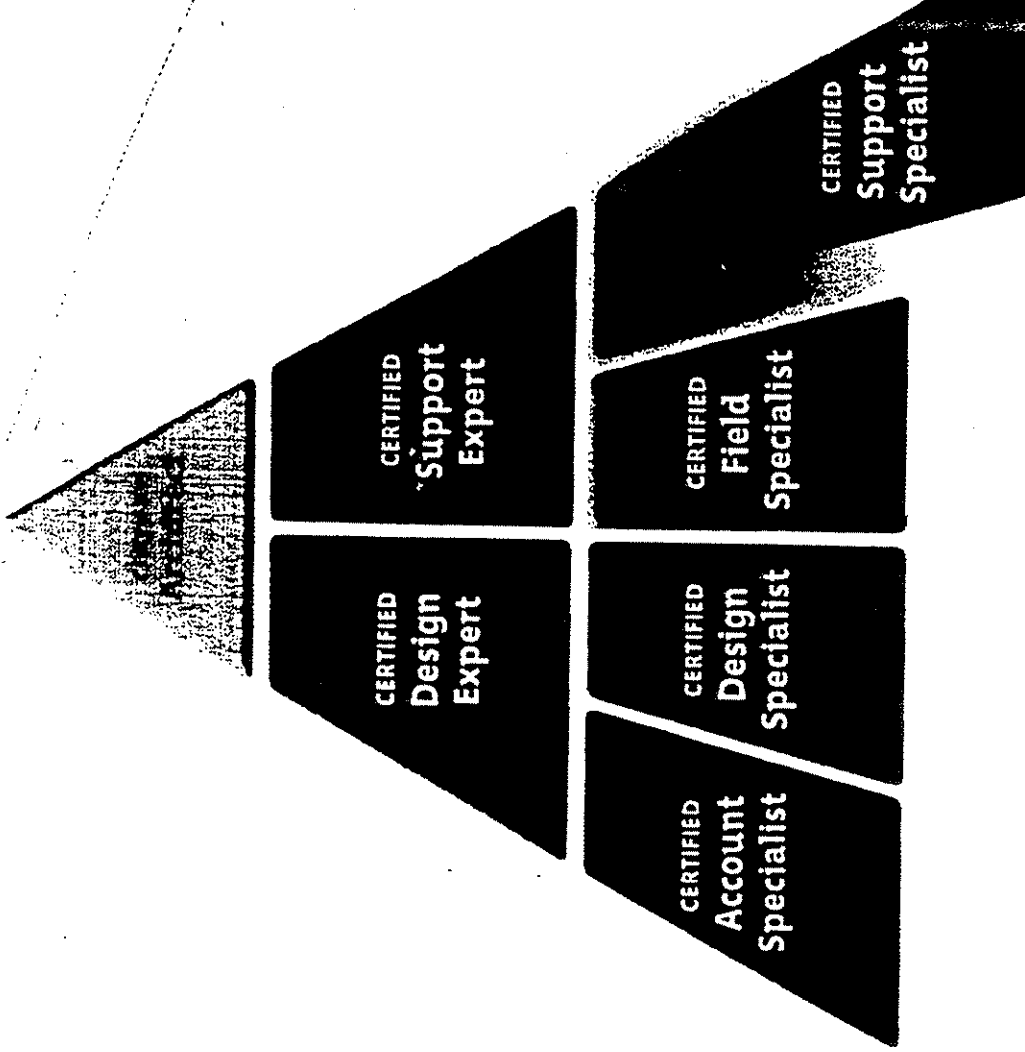
**Nortel Networks**

**Certified Support Specialist**

**VoIP BCM 3.0**

on

**February 24, 2005**



Nortel Networks, President & Chief Executive Officer

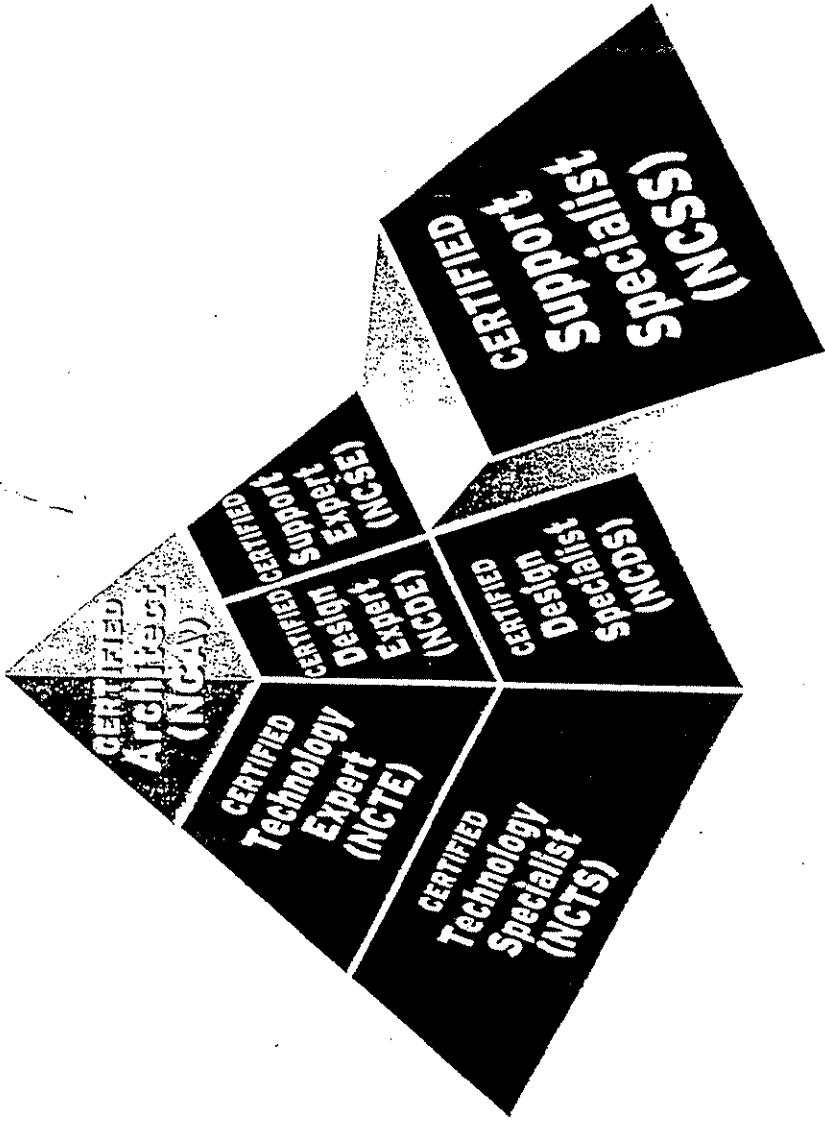
**NORTEL**  
NETWORKS  
Certified  
Support Specialists

**Bill J. Blake**  
is recognized as a  
**Nortel Certified Support  
Specialist - VoIP BCM 3.0**

on  
**May 13, 2005**



Nortel, Vice Chairman & Chief Executive Officer



**NORTEL**  
Certified  
Support Specialist



**Bill J. Blake**

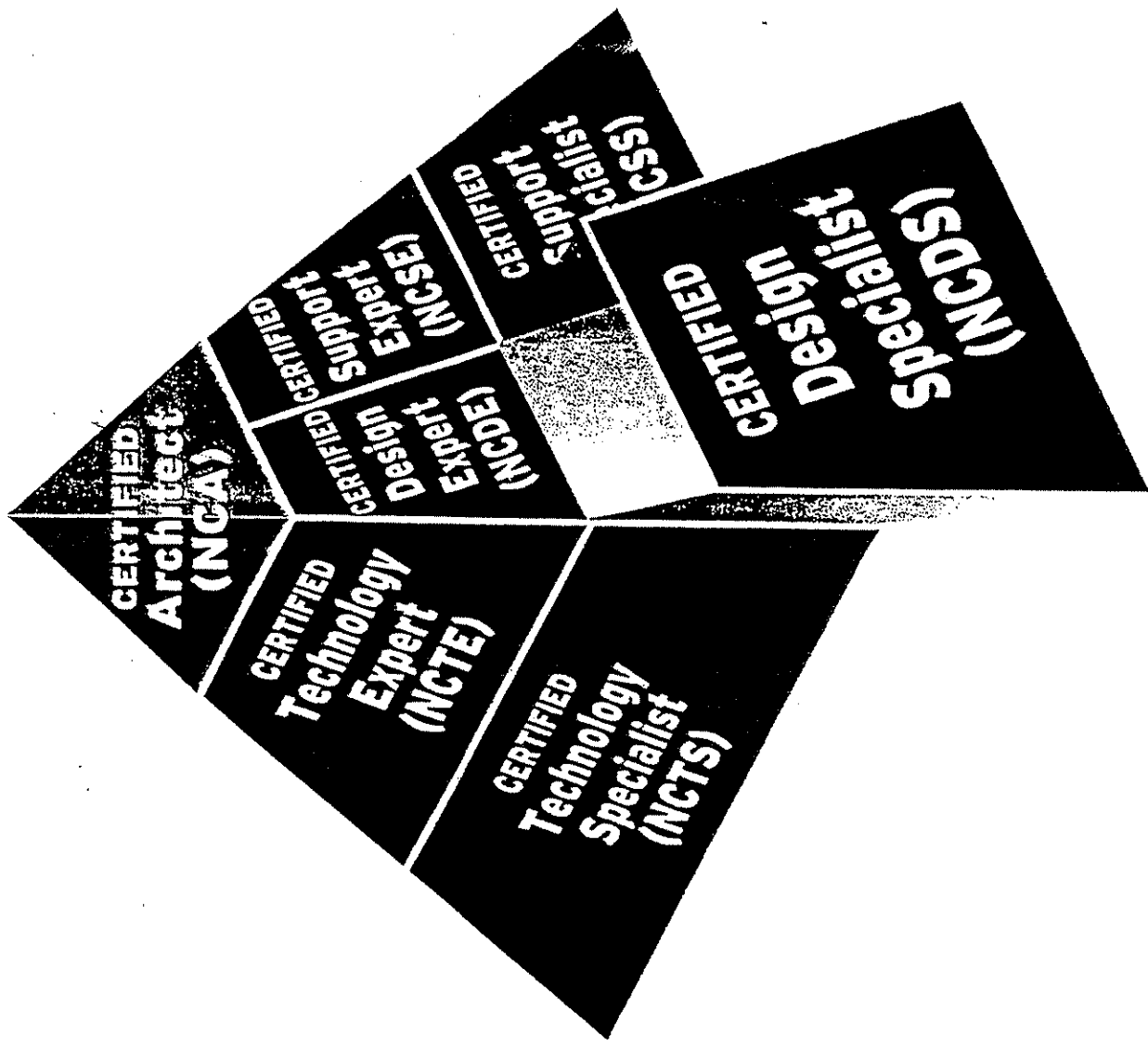
is recognized as a

**Nortel Certified Design  
Specialist - VoIP BCM 3.0**

on  
**May 20, 2005**



Nortel, Vice Chairman & Chief Executive Officer



**NORTEL**

Certified  
Design Specialist



In reply refer to: KS21388  
DA#: 20054000

March 7, 2006

Ms. Betty Francisco  
Department of Health and Human Resources  
Randolph County  
2019 Washington ST E  
Charleston, WV 25305

Dear Ms. Francisco:

As required under the RFP for the Department of Health and Human Resources for Randolph County, Nortel Networks ("Nortel") is pleased to confirm that Verizon is an Elite contracted reseller and has been for the last three years.

They are authorized\*to resell, install and maintain the Advanced Video Solutions, Application Switching & Security, Business Communications Manager, Business Communications Manager 50, CallPilot, CallPilot 4.0, CC MIS RT-100, Communication Server 1000<sup>1</sup>, Communication Server 2100, Companion, Contact Center, Contact Center - Express, Contact Center - Multimedia, Contact Center Suite 6.0, Data Networking Products, Media Processing Server 500, Multimedia Communication Server 5100, Multiservice Switch 6400/7400/15000, Norstar, Optical Metro 3000/5000, and Periphonics VPS/is product lines in the fifty United States and the District of Columbia. They are also in the process of completing accreditation for the Communication Control Toolkit product line and can resell this product prior to completion of accreditation; however, there are restrictions on installation and maintenance of these products.

As an Elite contracted Nortel reseller, Verizon is authorized (among other things) to:

- Procure products and services from Nortel or Stocking Distributors (as approved) for resale to end users;
- Validly license Nortel Software;
- Extend Nortel factory warranties to end users;
- Obtain technical support services from Nortel;
- Obtain Nortel Software Upgrades to license to end users;
- Convey Nortel Support Commitment Letters to end users;
- Obtain access to Nortel engineering, system configuration and pricing tools;
- Obtain access to sales, technical, installation and maintenance training courses, and;
- Participate in Nortel sponsored marketing programs and product events.

As required under the RFP for the Department of Health and Human Resources for Randolph County, this is to confirm Verizon has been an authorized Nortel reseller for the last three years.

Thank you for your confidence in Nortel and our products. Should you have any questions or if I may be of further assistance, please contact me at (972) 684-8556.

Sincerely,

Karen Swift  
Distribution Management & Contracts  
Nortel Networks  
2221 Lakeside Boulevard, Richardson, TX 75082 USA T 972 684-8556 F 972 684 3758 nortel.com