



We never stop working for you.

**Sandra K. Hawkins
Verizon Business
1410 MacCorkle Ave.
Charleston WV 25314**

April 2, 2007

Krista Ferrell
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305-0130

Dear Ms. Ferrell:

Thank you for the opportunity to present RFQ ISCG0111 for Department of Administration IS&C. Verizon is excited about the prospect of providing a Cisco 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 service you require. With Verizon and our industry-leading partner, Cisco, we will provide solutions you can count on today, while laying the foundation for evolving needs in an efficient and cost-effective manner.

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

Thank you again for the opportunity to present this proposal. Please feel free to contact me at (304)344-6700 with any questions or concerns. We are looking forward to hearing from you.

Sincerely,

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

Sandra K. Hawkins
Corporate Account Manager II

Verizon Network Integration Corp. ("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.

RECEIVED

2007 APR -4 P 1: 57

PURCHASING DIVISION
STATE OF WV



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
 ISCG0111

PAGE
 1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

DEPARTMENT OF ADMINISTRATION
 IS&C - CHIEF FINANCIAL OFFICER
 1 DAVIS SQUARE
 CHARLESTON, WV
 25301 304-558-5472

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/02/2007				

BID OPENING DATE: 04/05/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				THIS ADDENDUM IS ISSUED TO ANSWER TECHNICAL QUESTIONS SUBMITTED PRIOR TO THE APRIL 2, 2007-9:00 AM DEADLINE.		
				ALSO, TO ADD THE FOLLOWING LANGUAGE TO THE RFQ.		
				THIS IS A FAST TRACK PROJECT. EQUIPMENT MUST BE DELIVERED TO THE AGENCY ON OR BEFORE 04/26/2007.		
				BID OPENING DATE REMAINS: 04/05/2007		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 1 *****		
0001	1	LS		725-55		\$ 41,243.30
				CISCO IP PHONE HARDWARE AND SOFTWARE		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
Suleman Hesseini	344-6700	4-3-07
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VP Principal Contract Mgmt	23-2743964	

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

ISCG0111
Addendum No. 1
Answer to Technical Questions

1.) Below is a breakdown of what is on the RFQ and what we believe is meant. Please clarify.

LISTED ON RFQ

CP-BATT-7920-EXT
DP-DOC-7920-ACCY-E

CP-CASE-7920-HOL
CP-DSKCH-BUN-7920
PC-PWR-7920-NA

**CORRECT PART
NUMBERS FOR CP-7921**

CP-BATT-7921G-EXT
NOT AVAILABLE FOR
7921 PHONES
CP-CASE-7921G
CP-DSKCH-7921G-BUN
INCLUDED W/ CP-
DSKCH-7921G-BUN NO
LONGER NEEDED

ANSWER:

Please replace the above model numbers with the correct part numbers.



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1

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

VENDOR

*502095242 304-344-6700
 VERIZON NETWORK INTEGRATION CO
 1410 MACCORKLE AVE SE
 CHARLESTON WV 25314

SHIP TO

DEPARTMENT OF ADMINISTRATION
 IS&C - CHIEF FINANCIAL OFFICER
 1 DAVIS SQUARE
 CHARLESTON, WV
 25301 304-558-5472

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/22/2007				

BID OPENING DATE: 04/05/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		725-55		41,243. ³⁰
CISCO IP PHONE HARDWARE AND SOFTWARE REQUEST FOR QUOTATION THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE CISCO IP PHONE HARDWARE AND SOFTWARE (OR EQUAL) PER THE ATTACHED SPECIFICATIONS. NO INSTALLATION IS REQUIRED. VENDOR SHOULD PROVIDE EXPECTED DELIVERY DATE. IT IS PREFERRED THAT VENDORS UTILIZE THE ATTACHED PRICING SHEET TO SUBMIT THEIR COST FOR THIS PROJECT. TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA EMAIL AT KFERRELL@WVADMIN.GOV, VIA FAX AT 304-558-4115, OR VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ. DEADLINE FOR TECHNICAL QUESTIONS IS 04/02/2007 AT 9:00 AM. ALL TECHNICAL QUESTIONS RECEIVED (IF ANY) WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE. QUESTIONS CONCERNING THE ACTUAL SUBMISSION OF A VENDOR'S BID MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT INCLUDING VERBAL. BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATI-						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Suleiman Nissami</i>	TELEPHONE 304 344-6700	DATE 3/30/07
TITLE VP Pricing/Contract Mgt.	FEIN 23-2743964	ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>CALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>VENDOR PREFERENCE CERTIFICATE</p> <p>CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).</p> <p>A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>(X) BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Suleman Nassani</i>	TELEPHONE 304 344-6700	DATE 3/30/07
TITLE VP Pricing/Contracts Mgmt.	FEIN 23-2743964	ADDRESS CHANGES TO BE NOTED ABOVE

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*502095242 304-344-6700
 VERIZON NETWORK INTEGRATION CO
 1410 MACCORKLE AVE SE
 CHARLESTON WV 25314

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DEPARTMENT OF ADMINISTRATION
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03/22/2007				

BID OPENING DATE: 04/05/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>() BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>(X) BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Suleyman Nassani</i>	TELEPHONE 304344-6700	DATE 3/30/07
TITLE VP Pricing Contract Mgmt.	FEIN 23-2743964	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
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Request for Quotation

RFQ NUMBER
 ISCG0111

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

VENDOR

*502095242 304-344-6700
 VERIZON NETWORK INTEGRATION CO
 1410 MACCORKLE AVE SE
 CHARLESTON WV 25314

SHIP TO

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 IS&C - CHIEF FINANCIAL OFFICER
 1 DAVIS SQUARE
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 25301 304-558-5472

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03/22/2007				

BID OPENING DATE: 04/05/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASING DIVISION IN WRITING IMMEDIATELY.</p> <p>BIDDER: <u>Verizon Network Integration Co</u></p> <p>DATE: <u>3/30/07</u></p> <p>SIGNED: <u>Suleiman Nassami</u></p> <p>TITLE: <u>VP Pricing/Contract Mgt.</u></p> <p>* 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)</p> <p>NOTICE</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <u>Suleiman Nassami</u>	TELEPHONE <u>304 344-6700</u>	DATE <u>3/30/07</u>
TITLE <u>VP Pricing/Contract Mgt.</u>	FEIN <u>23-2743964</u>	ADDRESS CHANGES TO BE NOTED ABOVE

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ISCG0111

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

VENDOR
*502095242 304-344-6700 VERIZON NETWORK INTEGRATION CO 1410 MACCORKLE AVE SE CHARLESTON WV 25314

SHIP TO
DEPARTMENT OF ADMINISTRATION IS&C - CHIEF FINANCIAL OFFICER 1 DAVIS SQUARE CHARLESTON, WV 25301 304-558-5472

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/22/2007				

BID OPENING DATE: 04/05/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>RFQ. NO.: ISCG0111</p> <p>BID OPENING DATE: APRIL 5, 2007</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304 341-1464 -----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Sandra R. Hawkins -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Suleiman Nassami</i>	TELEPHONE 304 344-6700	DATE 3/30/07
TITLE VP Pricing/Contract Mgt.	FEIN 23-2743964	ADDRESS CHANGES TO BE NOTED ABOVE

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03/22/2007				

BID OPENING DATE: 04/05/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ ISCG0111 ***** TOTAL:						41,243.30

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Seslamian Nessim</i>	TELEPHONE 304-344-6700	DATE 3/30/07
TITLE VP Pricing/Contract Mgt.	FEIN 23-2743964	ADDRESS CHANGES TO BE NOTED ABOVE

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

**Request for Quotation
WV Office of Technology**

RFQ: ISCG0111
PAGE NO. 7

The West Virginia Purchasing Division for the agency, the West Virginia Office of Technology (WVOT), is requesting quotations for the procurement of Cisco IP phone hardware and software. This equipment will be delivered to WVOT, attn: John Dunlap, One Davis Square, Charleston, WV 25301. No installation or labor is required.

WVOT will be providing phone system upgrades to other state agencies as part of the overall consolidation of Executive Branch Agency's Information Technology Resources. The services being provided will include teleconferencing, Call Center agents, Emergency Responder, unified messaging/Voice mail, failover redundancy, and basic phone service.

The following list of equipment is considered to be part of the MHS&T and Grievance Board portion not available from the LAN04 or WAN04 SWCs. Vendors must bid new equipment and provide a pricing list for the following line itemized schedule of equipment, licenses and services:

QTY	MFG PART NUMBER	DESCRIPTION	BID COST
	MHS&T		
85	CP-7961G	Cisco IP Phone 7961	18,534.25
85	SW-CCM-UL-7961	license, Cisco IP Phone 7961	8,330.00
	7936 Conference Phone		
6	CP-7936	IP Conf. Station w external mic ports	3,513.30
6	SW-CCM-UL-7936	User License for 7936	441.00
6	CP-PWR-CORD-NA	7900 Series Transformer Power Cord, North America	29.40
2	CP-7936-MIC-KIT=	Microphone Kit, for 7936	343.00
	7921 Wireless Phones		
10	CP-7921G-A-K9	Cisco 7921G FCC; CCM/CCME UL Req'd; Battery/PS Not Included	2,572.50
10	SW-CCM-UL-7921G	CallManager 4.x License for single Cisco 7921G	980.00
10	CP-BATT-7920-EXT=	Cisco 7920 Battery, Extended	465.50
10	CP-DOC-7920-ACCY-E	Cisco 7920 Accessory Guide, English	
10	CP-CASE-7920-HOL=	Cisco 7920 Leather Carry Case, Holster	171.50
10	CP-DOC-7920-ACCY-E	Cisco 7920 Accessory Guide, English	
10	CP-DSKCH-BUN-7920	Cisco 7920 Desk Top Charger; Power Supply Not Included	931.00
10	CP-DOC-7920-ACCY-E	Cisco 7920 Accessory Guide, English	
10	CP-PWR-7920-NA=	Cisco 7920 Series Power Supply for North America (NA)	
	Grievance Board		
13	CP-7961G	Cisco IP Phone 7961	2,834.65
13	SW-CCM-UL-7961	license, Cisco IP Phone 7961	1,274.00
7	SW-IPCOMM-E1	Cisco IP Communicator - Communications Client	308.70
7	SW-CCM-UL-IPCOMM-E	Single CallManager Unit License for IP Communicator	514.50
		TOTAL BID COST	41,243.30

Vendors are to complete this form and submit it with their bid. Evaluation will be based on the lowest total bid cost.

*See quote 8-299455
with corrected part numbers
per Addendum No. 1*

Quote



Quote # 8-200YS5
 Revision # 1
 Date 03/28/2007

Bill To:

WV Dept. Of Admin. - IS&C
 321 Capital Street
 Charleston, WV 25305
Attn: John Dunlap

Customer Ship To:

WV Dept. Of Admin. - IS&C
 321 Capital Street
 Charleston, WV 25305
Attn: John Dunlap

Quote Date 03/28/2007	Project Engineer Eric Burgy	NSE Eric Burgy	CAM Sandra Hawkins
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Part Number	Description	Qty	MLP	Price	Extended
CP-7961G	IP PHONE 7961	85	\$445.00	\$218.05	\$18,534.25
SW-CCM-UL-7961	LIC IP PHONE 7961	85	\$200.00	\$98.00	\$8,330.00
CP-7936	IP CONF STATION W EXT MIC PORTS	6	\$1,195.00	\$585.55	\$3,513.30
SW-CCM-UL-7936	USR LIC 7936	6	\$150.00	\$73.50	\$441.00
CP-PWR-CORD-NA	7900 TRANSFORMER POWER CORD N.AMERICA	6	\$10.00	\$4.90	\$29.40
CP-7936-MIC-KIT=	MICROPHONE KIT 7936	2	\$350.00	\$171.50	\$343.00
CP-7921G-A-K9	CISCO 7921G FCC USR LIC REQ NO BATT/PS	10	\$525.00	\$257.25	\$2,572.50
SW-CCM-UL-7921G	CISCO U CCM USER LIC IP PHONE 7921G	10	\$200.00	\$98.00	\$980.00
CP-7921G-SW-K9-A	Cisco 7921G Software, FCC (Sub-component	10	\$.00	\$.00	\$.00
CP-DSKCH-7921G-B	CISCO 7921G DESK TOP CHARGER, POWER SUPP	10	\$190.00	\$93.10	\$931.00
CP-PWR-DC7921G-N	CISCO 7921G DESK TOP CHARGER POWER SUPPL	10	\$.00	\$.00	\$.00
CP-CASE-7921G=	CISCO IP PHONE 7921G LEATHER CARRY CASE	10	\$35.00	\$17.15	\$171.50
CP-7961G	IP PHONE 7961	13	\$445.00	\$218.05	\$2,834.65
SW-CCM-UL-7961	LIC IP PHONE 7961	13	\$200.00	\$98.00	\$1,274.00
SW-IPCOMM-E1	IP COMMUNICATOR COMMUNICATIONS CLIENT	7	\$90.00	\$44.10	\$308.70
SW-CCM-UL-IPCOMM	SINGL CCM UNIT LIC IP COMMUNICATOR	7	\$150.00	\$73.50	\$514.50
CP-BATT-7921G-EX	WIRELESS IP PHONE 7921G EXTENDED BATTERY	10	\$95.00	\$46.55	\$465.50
					\$41,243.30

PRICING IS VALID FOR ONLY 45 DAYS FROM QUOTE DATE
 PRICES DO NOT INCLUDE TAXES OR SHIPPING & HANDLING
 Page 1

Quote



Quote # 8-200YS5 Revision # 1 Date 03/28/2007

PRICING SUMMARY

TOTAL EQUIPMENT PRICE \$41,243.30
TOTAL SYSTEMS PRICE \$41,243.30

PRICING IS VALID FOR ONLY 45 DAYS FROM QUOTE DATE
PRICES DO NOT INCLUDE TAXES OR SHIPPING & HANDLING

A F F I D A V I T

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 exceed 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:

Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

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

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

Vendor's Name: Verizon Network Integration Co

Authorized Signature: Suleiman Nassani Date: 3/30/07

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. RECOURPMENT – Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. FISCAL YEAR FUNDING – Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. 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: _____

VERIZON BUSINESS NETWORK SERVICES INC. on behalf of

Company Name: VERIZON NETWORK INTEGRATION CORP.

Signed: Suleman Nessim

Title: VP Pricing/Contract Mgt.

Date: 3/30/07

System Agreement for Cisco Products



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

A. Verizon Entity Name ("Verizon"): Verizon Network Integration Corp.	B. Customer Name ("Customer") Department of Administration-IS&C State of WV
Address: 1410 MacCorkle Av SE	Address: 1 Davis Sq
City: Charleston State: WV Zip Code: 25314	City: Charleston State: WV Zip Code: 25301
Contact Name and Phone Number: Sandra Hawkins 344-6700	Customer Billing Address (if different):
Quote Number (if applicable) <u>8-2QQYS5</u>	City: State: Zip Code:
	Contact Name and Phone Number: Krista Ferrell

C. Select all applicable options:

- New System/Service Sale
- Adds/Upgrade to Existing System
- Installation Services

Verizon Maintenance and Management Services

- Data Maintenance Next Business Day Remote
- Data Maintenance 4-Hour Remote
- Data Maintenance 4-Hour On-Site
- Data Maintenance 8-Hour On-Site
- Connectivity Assurance
- IP Phones Next Business Day
- IP Telephony Application Server Platform 4-Hour Remote
- IP Telephony Application Server Platform 4-Hour On-Site
- IP Telephony Application Server Platform 8-Hour On-Site
- IP Telephony Software Support
- SiteWatch – Fault Management
- SiteWatch – Performance Management
- SiteWatch – Configuration Management
- IPTWatch Call Manager/Server Management
- IPTWatch Unity Voice Mail/Server Management
- IPTWatch IP QoS Fault Monitoring
- IPTWatch QoS Performance Monitoring
- On-Site Technician
- Hardware Repair/Return and Monitoring Coverage
- Other _____

Verizon Maintenance and Management Services Cont'd.

Maintenance will be provided in accordance with (i) the service descriptions of the respective third party maintenance service providers (generally available on their respective websites) and (ii) the terms and conditions of the following sections hereunder: 1, 2, 3.1, 3.5, 4, 9.9, 9.11, 10.0, 11, 12, 13, 16, 17, 22.

- Cisco SmartNet SMARTNET IS PROVIDED BY CISCO AND CUSTOMER MAY BE REQUIRED TO SIGN A CONTRACT WITH CISCO WHO IS RESPONSIBLE FOR PROVIDING THE SERVICES. VERIZON ONLY ACTS AS COLLECTION AGENT FOR CISCO AND DOES NOT PROVIDE SUCH SERVICES.
- Other: _____

System Agreement for Cisco Products

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>41,243.30</u>
Professional Services Price	\$ _____
Maintenance Service	
Managed Network Solutions Service for _____ Year(s)	\$ _____
Third Party Maintenance Service for _____ Year(s)	\$ _____
Supplemental Warranty Coverage	\$ _____
Applicable taxes (estimated)	\$ _____
TOTAL PRICE	\$ _____
Down Payment	\$ _____
Balance Due	\$ <u>41,243.30</u>

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

- Equipment Sales and Installation Exhibit
- Managed Network Solutions Exhibit
- Professional Services Exhibit
- Quote
- Service Plan Description(s)
- Statement of Work

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

Customer Initials

System Agreement for Cisco Products

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 Cisco Systems equipment and software (collectively "System"), installation services, and/or the maintenance services (hereinafter such services collectively the "Services") 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 Cisco Systems 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 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.

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 and/or Services as set forth on Page 2 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 Systems 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 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 Systems 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

System Agreement for Cisco Products

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 and/or software 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 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 and/or Services or any portion thereof in a separate transaction through a third party leasing company ("Lessor") approved by Verizon, may assign its rights and obligations with respect to payment under this Agreement to the Lessor, and/or may 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.
- 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

System Agreement for Cisco Products

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, installation and/or maintenance 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 reference this Agreement.

10.2 Customer shall also have the right, by written notice, to propose changes in the System and/or Services 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. All manufacturers' warranties for System provided hereunder are passed through to Customer and warranty claims shall be presented by Customer directly to the manufacturer.

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 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.

System Agreement for Cisco Products

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 DIRECT DAMAGES PROVEN BY CUSTOMER. THIS SECTION DOES NOT LIMIT ANY VERIZON LIABILITY: (a) IN TORT FOR ITS WILLFUL OR INTENTIONAL MISCONDUCT, OR (b) FOR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY VERIZON'S NEGLIGENCE, OR (c) LOSS OR DAMAGE TO REAL PROPERTY OR TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY VERIZON'S NEGLIGENCE. IN ADDITION, 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.

13.1 Except and to the extent provided below, Verizon will defend Customer against any claim, suit, action or proceeding alleging that equipment supplied by Verizon to Customer under this Agreement infringes a valid U.S. patent or copyright ("Claim"), and will indemnify and hold harmless Customer against all finally awarded costs and expenses, including attorneys fees in connection with any such Claim. If the use of any equipment supplied by Verizon hereunder is enjoined or subject to a Claim, Verizon may, at its option and expense, procure for Customer the right to continue to use the System or relevant component, replace the System or relevant component with equivalent, non-infringing System or relevant component, or modify the System 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 System or component and refund to Customer the purchase price for the System less depreciation for such use. If the infringing System is returned to Verizon during the first twelve (12) months after delivery Verizon will refund the entire purchase price. After the first twelve (12) months, depreciation shall be calculated as follows:

Event Occurs:	Refund Depreciated By:
13 – 24 months from shipping date	25%
25 – 36 months from shipping date	50%
37 - 48 months from shipping date	75%
> 48 months	No refund

Verizon shall have no obligation for (a) any costs, fees or expenses incurred by Customer without Verizon's prior written consent, (b) any Claims arising out of "music on hold" or similar service, or (c) for any indirect, special, consequential or incidental damages arising out of any Claim.

13.2 Any indemnification provided in Section 13.1 shall not apply to any Claim, or portion thereof that arises from any infringement that results from any of the following: (i) any negligent or willful act or omission by or attributable to Customer or its employees, agents, or other contractors; (ii) anything Customer or its agents, employees, or contractors provide which is incorporated into the System; (iii) functionality provided by Verizon at the instruction of Customer or its agents, employees, or other contractors; (iv) alteration or modification of System provided by Verizon hereunder by Customer or its employees, agents or other contractors; (v) Verizon's alteration or modification of the System provided by Verizon hereunder at the direction of Customer or its agents, employees, or other contractors; (vi) the combination, use or operation of the System supplied by Verizon pursuant to this Agreement in combination with any product, software, data, services, materials or apparatus not supplied by Verizon under this Agreement;; (vii) use of the System after Customer is informed of modifications or changes required in order to avoid infringement, if such Claim could have been avoided by implementation of the modifications or changes; (viii) infringement by third party products, service, software, data, materials, or apparatus or (ix) use or operation, by Customer or its agents, employees, or other contractors of the System provided by Verizon hereunder other than as specified in this Agreement. The foregoing states the entire obligation of Verizon 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.

13.3 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 or related to Customer's conduct set forth in section 13.1(i)-(ix) above or arising out of the content of communications transmitted by Customer in its use of the Services or System provided by Verizon, including but not limited to libel, slander, and invasion of privacy.

System Agreement for Cisco Products

13.4 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.

13.5 The 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 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- 13.3 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 "demand"); provided, however, that the receiving party shall first have given notice to the disclosing party (unless prohibited by the terms of such request or requirement or such notice is otherwise prohibited by law) about the demand 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,

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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 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 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 West Virginia, 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

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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.

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 a conflict between this Agreement, a Statement of Work or an Exhibit, this Agreement shall prevail.

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 Business Network Services Inc. on behalf of
Verizon Network Integration Corp.

State of West Virginia
Dept. of Administration's Office of Technology

By: Suleiman Hessami
Print Name: _____
Name: Suleiman Hessami
Title: VP Pricing/Contract Mgt.
Date: 3/30/07

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

EQUIPMENT SALES AND INSTALLATION SERVICES EXHIBIT

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

1. Description of Service.

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

2. Warranty.

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