

**verizon**business

# A PROPOSAL TO

## STATE OF WEST VIRGINIA

For

ABC132

August 14, 2008



PRESENTED BY:

Sandra K. Hawkins  
Senior Client Account Manager  
304-344-6700  
304-552-0920  
[sandra.k.hawkins@verizonbusiness.com](mailto:sandra.k.hawkins@verizonbusiness.com)

RECEIVED

2008 AUG 13 P 3: 13

PURCHASING DIVISION  
STATE OF WV



Sandra K. Hawkins  
Senior Client Account Manager  
1410 MacCorkle Avenue, SE  
Charleston, WV 25314

August 14, 2008

Department of Administration  
Purchasing Division  
Building 15  
2019 Washington Street, East  
Charleston, WV 25305-0130

Attention: Shelly Murray

RFQ SUBJECT: Video Conferencing System

RFQ #: ABC132

Dear Ms. Murray:

Verizon Business is pleased to submit its proposal to provide Tandberg Video Conferencing equipment to the State of West Virginia.

Verizon's financial stability and longevity provides the State of West Virginia a long-term partner for providing network services. Verizon is the number one Telecommunications Company provider in North America with assets of \$170 billion and revenues of \$60 billion annually. Verizon is ranked overall number 17 on the list of US Fortune 500 companies. On April 8, 2004, Verizon was added as one of the 30 companies that comprise the DOW Jones Industrial Average. Verizon's core competencies include its robust nationwide network, outstanding customer service, and over 125 years of expertise in delivering voice and data networks in West Virginia. Since 2004, Verizon has consistently been a top performer in customer satisfaction in the telecommunications industry segment by the J.D. Power and Associates "Major Provider Business Telecommunications Services Study SM".

Verizon Business has developed a comprehensive fiber optic cabling proposal for the State of West Virginia. Verizon Business will provide outstanding service quality, product flexibility, and a local dedicated Account Team.

As one of West Virginia's largest employers, taxpayers, philanthropic providers, and contributors to statewide economic development, Verizon Communications Inc. is a good steward in the State of West Virginia. Verizon made millions of dollars of infrastructure investment in the state, and employs over 2,145 people statewide, with an annual payroll of \$143.3 Million. Verizon

- Pays more than \$45.4 Million annually to 3,171 Retirees living in the state.
- Paid 2,725 Vendors or Suppliers in the state in 2006.
- Made \$577,885 in Charitable and Civic Contributions statewide during 2006.
- Paid more than \$27.4 Million in West Virginia taxes in 2006.
- Invested \$86.3 Million in plant and equipment statewide in 2006.



Verizon Business commits to provide the services as described in this Proposal. I also give my personal commitment of service to the State of West Virginia. I look forward to continuing our business relationship and building an even stronger partnership with your firm.

Sincerely,

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

Sandra K. Hawkins  
Senior Client Account Manager  
Authorized Contact  
(304) 344-6700  
[sandra.k.hawkins@verizonbusiness.com](mailto:sandra.k.hawkins@verizonbusiness.com)

*Verizon Business Network Services, Inc. on behalf of Verizon Network Integration Corp. ("Verizon") offers 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 addition, software provided 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.*



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

# Request for Quotation

RFO NUMBER  
 ABC132

PAGE  
 1

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 SHELLY MURRAY  
 304-558-8801

\*611101629 304-344-6700

VENDOR

Verizon Business Network Services  
 Inc. on behalf of Verizon Network  
 Integration Corp.  
 1410 MacCorkle Avenue, SE  
 Charleston, WV 25314

SHIP TO

ALCOHOL BEVERAGE CONTROL  
 COMMISSION  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/03/2008				

BID OPENING DATE: 08/14/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		725-55-01-001		
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WV ALCOHOL BEVERAGE CONTROL ADMINISTRATION, IS SOLICITING BIDS FOR A CONTRACT TO PROVIDE AND INSTALL A VIDEOCONFERENCING SYSTEM.</p> <p>ATTACHMENTS: SPECIFICATIONS            PURCHASING AFFIDAVIT            BID BOND PREPARATION INSTRUCTION/BID BOND</p> <p>INQUIRES:            WRITTEN QUESTIONS SHALL BE ACPTED THROUGH CLOSE OF BUSINESS ON 7/23/2008. 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 ORALY. IF POSSIBLE, EMAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRES TO:</p> <p>SHELLY MURRAY            DEPARTMENT OF ADMINISTRATION            PURCHASING DIVISION            2019 WASHINGTON STREET, EAST            CHARLESTON, WV 25311            FAX: 304-558-4115            EMAIL: SHELLY.L.MURRAY@WV.GOV</p>						
TELEPHONE OR VIDEO CONFERENCE EQUIPMENT						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Suleman Nazam</i>	TELEPHONE	304 344 6700	DATE	8/08/08
TITLE	VP Pcm	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  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
 ABC132

PAGE  
 2

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 SHELLY MURRAY  
 304-558-8801

\*611101629      304-344-6700

VENDOR

Verizon Business Network Services  
 Inc. on behalf of Verizon Network  
 Integration Corp.  
 1410 MacCorkle Avenue, SE  
 Charleston, WV 25314

SHIP TO

ALCOHOL BEVERAGE CONTROL  
 COMMISSION  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/03/2008				
BID OPENING DATE: 08/14/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
EXHIBIT 5						
<p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 90 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 BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA AND BERKELEY COUNTIES PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Suleman Alwan</i>	TELEPHONE 304.344.6700	DATE 8/08/08
TITLE VP PCM	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  
 Charleston, WV 25305-0130

# Request for Quotation

RFO NUMBER  
 ABC132

PAGE  
 3

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 SHELLY MURRAY  
 304-558-8801

\*611101629 304-344-6700

VENDOR

Verizon Business Network Services  
 Inc. on behalf of Verizon Network  
 Integration Corp.  
 1410 MacCorkle Avenue, SE  
 Charleston, WV 25314

SHIP TO

ALCOHOL BEVERAGE CONTROL  
 COMMISSION  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/03/2008				

BID OPENING DATE: 08/14/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR &amp; MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>( ) MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS &amp; STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION,</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Suleman H. Logan</i>	TELEPHONE	304 344 6700	DATE	8/08/08
TITLE	VP PCM	FEN	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  
 Charleston, WV 25305-0130

# Request for Quotation

RFO NUMBER  
 ABC132

PAGE  
 4

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 SHELLY MURRAY  
 304-558-8801

\*611101629 304-344-6700

VENDOR

Verizon Business Network Services  
 Inc. on behalf of Verizon Network  
 Integration Corp.  
 1410 MacCorkle Avenue, SE  
 Charleston, WV 25314

SHIP TO

ALCOHOL BEVERAGE CONTROL  
 COMMISSION  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED 07/03/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
BID OPENING DATE: 08/14/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Sullivan</i>	TELEPHONE 304 344 6700	DATE 8/08/08
TITLE VP PCM	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  
 Charleston, WV 25305-0130

**Request for  
 Quotation**

RFQ NUMBER  
 ABC132

PAGE  
 5

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 SHELLY MURRAY  
 304-558-8801

\*611101629      304-344-6700

V  
E  
N  
D  
O  
R

Verizon Business Network Services  
 Inc. on behalf of Verizon Network  
 Integration Corp.  
 1410 MacCorkle Avenue, SE  
 Charleston, WV 25314

S  
H  
I  
P  
T  
O

ALCOHOL BEVERAGE CONTROL  
 COMMISSION  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
07/03/2008				
BID OPENING DATE: 08/14/2008		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				EXHIBIT 9		
				NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA		
				THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:		
				(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.		
				(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.		
				(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.		
				REV. 11/96		
				EXHIBIT 10		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Shelley Murray</i>	TELEPHONE	3043446700	DATE	8/08/08
TITLE	VP-PCM	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  
 Charleston, WV 25305-0130

Request for  
 Quotation

RFP NUMBER  
 ABC132..

PAGE  
 6

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 SHELLY MURRAY  
 304-558-8801

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR RECORD

Verizon Business Network Services  
 Inc. on behalf of Verizon Network  
 Integration Corp.  
 1410 MacCorkle Avenue, SE  
 Charleston, WV 25314

SHIP TO

ALCOHOL BEVERAGE CONTROL  
 COMMISSION  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED 07/03/2008	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 08/14/2008	BID OPENING TIME			01:30PM

LINE	QUANTITY	UOF	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS. :						
NO. 1 .....						
NO. 2 .....						
NO. 3 .....						
NO. 4 .....						
NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
<i>Suleiman Hazzani</i>					SIGNATURE	
Verizon Business Network Services Inc. on behalf of Verizon Network Integration Corp. COMPANY						
8/8/08					DATE	

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Suleiman Hazzani</i>	TELEPHONE 3043446700	DATE 8/8/08	
TITLE VP PCM	FERT 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  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
 ABC132

PAGE  
 7

ADDRESS CORRESPONDENCE TO ATTENTION OF  
 SHELLY MURRAY  
 304-558-8801

\*611101629 304-344-6700

VENDOR

Verizon Business Network Services  
 Inc. on behalf of Verizon Network  
 Integration Corp.  
 1410 MacCorkle Avenue, SE  
 Charleston, WV 25314

SHIP TO

ALCOHOL BEVERAGE CONTROL  
 COMMISSION  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/03/2008				

BID OPENING DATE: 08/14/2008 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	REV. 11/96					
	CONTRACTORS LICENSE					
	WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.					
	WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.					
	BIDDER TO COMPLETE:					
	CONTRACTORS NAME: <i>Verizon Network Integration Corp.</i>					
	CONTRACTORS LICENSE NO.: <i>WV 023340</i>					
	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT					
	APPLICABLE LAW					
	THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	<i>Shelly Murray</i>	TELEPHONE	304.344.6700
TITLE	VP PCM	DATE	8/08/08
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  
 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
 ABC132

PAGE  
 9

ADDRESS CORRESPONDENCE TO ATTENTION OF:  
 SHELLY MURRAY  
 304-558-8801

\*611101629 304-344-6700

VENDOR

Verizon Business Network Services  
 Inc. on behalf of Verizon Network  
 Integration Corp.  
 1410 MacCorkle Avenue, SE  
 Charleston, WV 25314

SHIP TO

ALCOHOL BEVERAGE CONTROL  
 COMMISSION  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/03/2008				

BID OPENING DATE: 08/14/2008 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING TIME:				1:30 PM		
PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:						
304 341 1464						
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:						
Sandra K. Hawkins						
***** THIS IS THE END OF RFQ ABC132 *****						TOTAL: \$64,676.93

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Sullivan</i>	TELEPHONE	3043446700	DATE	8/08/08
TITLE	VPPCM	FBN	23-2743964	ADDRESS CHANGES TO BE NOTED ABOVE	

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

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

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and 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.
15. **West Virginia Alcohol & Drug-Free Workplace Act:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

---

**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:  
Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130,  
Charleston, WV 25305-0130

## REQUEST FOR QUOTATION

West Virginia Alcohol Beverage Control Administration  
 Videoconferencing  
 Requisition Number: ABC132

### Purpose:

The Acquisition and Contract Administration Section of the Purchasing Division "State" on behalf of WV Alcohol Beverage Control Administration (ABCA or Owner), is soliciting a Request for Quotation (RFQ) from qualified firms to provide a Videoconference system as per the Scope of Work.

### Location:

ABCA 322 70<sup>th</sup> St. S.E. Charleston, WV 25304

## SPECIFICATIONS:

### Background:

The West Virginia Alcohol Beverage Control Commission (the "Commission") is in need to install a state of the art Videoconference system in order to be more cost efficient and productive to achieve the commissions current and future goals. The Commission is requesting qualified vendors to provide the following:

### Scope of Work:

Provide a videoconferencing system at five (5) locations. Four of the videoconferencing equipment locations are at ABCA 322 70th St. S.E. Charleston, WV and one in Hedgesville WV as follows: Commissioner's office, Enforcement Directors office, 1st floor conference room, 2nd floor conference room and Enforcement Supervisor home located at 166 Fishhook Lane in Hedgesville WV. This should including all materials, labor, and delivery to specified location. Installation as recommended by the manufacturer, as per the following specifications:

Equipment Specification: The qualified vendor shall provide a quote for the following requested quantity, brand or equal to and equipment or equal to.

QTY	Brand/Manufacturer	Equipment, Software, Service Description
1	Tandberg	Maestro HD Cam
1	Tandberg	Maestro Natural Presenter Package
1	Tandberg	Maestro Multi-site
1	Tandberg	Maestro Bandwidth Option
1	Tandberg	Onsite Installation & Training - Maestro 322 70 <sup>th</sup> Street SE Charleston, WV 25304
1	Tandberg	Customer Core Onsite Service List (w/Onsite labor) – Maestro 322 70 <sup>th</sup> Street SE Charleston, WV 25304
1	Tandberg	Edge 95 MXP With Tandberg Precision HD Camera

1	Tandberg	Edge 95 MXP Natural Presenter Package NPP
1	Tandberg	Edge 95 MXP Multi-site (MS) Option
1	Tandberg	Onsite Installation & Training – Edge 95 MXP 322 70 <sup>th</sup> Street SE Charleston, WV
1	Tandberg	Customer Core Onsite Service List (w/Onsite labor) – Edge 95 322 70 <sup>th</sup> Street SE Charleston, WV 25304
3	Tandberg	1000 MXP (768 KBPS IP Only)
3	Tandberg	1000 MXP Natural Presenter Package
2	Tandberg	Onsite Installation & Training – 1000 MXP 322 70 <sup>th</sup> Street SE Charleston, WV 25304
2	Tandberg	Customer Core Onsite Service List (w/Onsite labor) – 1000 MXP 322 70 <sup>th</sup> Street SE Charleston, WV 25304
1	Tandberg	Onsite Installation & Training – 1000 MXP 166 Fishhook Lane Hedgesville WV 25427
1	Tandberg	Customer Core Onsite Service List (w/Onsite labor) – 1000 MXP 166 Fishhook Lane Hedgesville WV 25427

Electrical work shall be performed in strict conformance to the National Electrical Code. Qualified vendor will Warrant all parts, labor and materials against defect or failure for 36 months period at the time of start up. The Vendor shall make all repairs and replace failed parts at his expense during the 36 month warranty period of the installation.

Time Frame: The scope of work shall be completed 90 day's after contract is awarded and notice to proceed is given.

Quotation Submitted: The proposed quotation shall be good for 60 days upon awarding the contract.

Payment Schedule: Payment will be rendered upon completion and final testing from all locations as agreed and approved by the Commission designee.

Mandatory Qualifications: By submitting a bid, the vendor adheres to the following:

1. The vendor verifies that they have at least 3 previous projects completed same in nature in the past five (5) years.
2. Qualified vendor must be Certified on the proposed installed equipment
3. Qualified Vendor must be registered as a Vendor with the State of West Virginia prior to award.

Agency \_\_\_\_\_  
REQ.P.O# ABC132

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Verizon Network Integration Corp  
of Frazer, Pennsylvania, as Principal, and Fidelity and Deposit Company of  
Maryland of Schaumburg, Illinois, a corporation organized and existing under the laws of the State of Maryland  
Maryland with its principal office in the City of Baltimore, as Surety, are held and firmly bound unto the State  
of West Virginia, as Oblige, in the penal sum of Five Percent of the total bid amount (~~5%~~ 5% of the total bid amount) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
Installation of Videoconferencing System: RFQ ABC132

NOW THEREFORE,

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

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

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this  
6th day of August, 2008.

Principal Corporate Seal

Verizon Network Integration Corp.  
(Name of Principal)

By Marcus Veatch  
(Must be President or Vice President)

VP-TAX  
(Title)

Surety Corporate Seal

Fidelity and Deposit Company of Maryland  
(Name of Surety)

Manuel Jones  
Manuel Jones, Attorney-in-Fact

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



**Power of Attorney**  
**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Erin M. MARGELIS, Brian ST. CLAIR, Manuel JONES, Rachel COLE and Patrick BANNON, all of Washington, District of Columbia, EACH** its true and lawful agent and Attorney-in-Fact to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md. in their own proper persons. This power of attorney revokes that issued on behalf of Erin M. MARGELIS, Brian ST. CLAIR, Manuel JONES, Rachel COLE, dated September 14, 2007.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of September, A.D. 2007.

ATTEST:

**FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



*Eric D. Barnes*

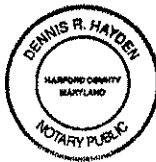
*Theodore G. Martinez*

Eric D. Barnes      Assistant Secretary      By:      Theodore G. Martinez

State of Maryland }  
City of Baltimore } ss:

On this 17th day of September, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came THEODORE G. MARTINEZ, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Dennis R. Hayden*

Dennis R. Hayden      Notary Public  
My Commission Expires: February 1, 2009

**EXTRACT FROM BY-LAWS OF FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

“Article VI, Section 2. The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages,...and to affix the seal of the Company thereto.”

**CERTIFICATE**

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2, of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

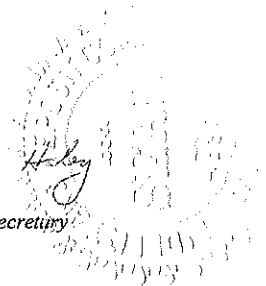
This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company,

this 6th day of AUGUST, 2008.

*Gerald F. Hickey*  
Assistant Secretary



---

**Verizon offers the following responses to the sections identified below.**

**Verizon has read, understands, and will comply with all other sections of this Request for Quotation ABC132.**

**Verizon Response:**

As per the RFQ instructions (Pages 13 & 14), a Bid Bond is included in this response.

This document contains Verizon material that shall not be disclosed, duplicated, or used for any purpose other than to evaluate this proposal

---

## MAINTENANCE PRICING EXPLANATION

**Please see Pages 2 and 3 of the Verizon System Agreement for information regarding the maintenance pricing.**

**Verizon rates are based on three years of maintenance being purchased up front, as described in the bid specifications. Verizon will bill this maintenance monthly in arrears.**

**The “Deferred” section of the System Agreement is pricing for purchasing maintenance on a year-by-year basis. This can also be invoiced monthly in arrears.**

**This document contains Verizon material that shall not be disclosed, duplicated, or used for any purpose other than to evaluate this proposal**



**Quote Header:**

**CAM Contact Information**

SANDRA HAWKINS  
(304) 344-6700

**Account**

STATE OF WEST VIRGINIA

**Quote #**

1-J1PH9

**Revision**

1

**Quote Date**

8/4/2008

**SE**

RANDALL JONES

**Total Extended Sales Price**

Maintenance:	\$19,773.63
Equipment:	\$43,030.80
Labor:	\$0.00
Sub Contractor:	\$7,150.00
Other:	(\$6,038.63)
Trade In:	\$0.00
Grand Total:	\$63,915.80
Shipping & Handling Total:	\$761.13
Grand Total with Shipping & Handling:	\$64,676.93



**Line Items that belong to a site:**

**Maintenance Payment Option:** Prepaid  
**Maintenance Term:** 36

**Site Address:**  
WV ABCA  
166 FISHHOOK LANE

**Bill To:**  
WV ABCA  
322 70TH STREET SE

**Ship To:**  
WV ABCA  
322 70TH STREET SE

HEDGESVILLE, WV, 25427  
USA

CHARLESTON, WV, 25304  
USA

CHARLESTON, WV, 25304  
USA

<u>Line #</u>	<u>Material Code</u>	<u>Part Number</u>	<u>Description</u>	<u>Qty</u>	<u>Unit MLP</u>	<u>Extended MLP</u>	<u>Unit Sale Price</u>	<u>Extended Sales Price</u>
15		SUBLABOR-DATA	SUBCONTRACTOR LABOR-DATA	1	\$0.00	\$0.00	\$1,290.00	\$1,290.00
INSTALL 1000MXP								
17		VENMTC-TANDBERG	TANDBERG VENDOR MAINTENANCE	1	\$0.00		\$882.36	\$2,647.08
3YR ONSITE MAINT - 1000MXP								
18	73082064	114001	TANDBERG 1000 MXP (768 KBPS IP ONLY) (M)	1	\$4,990.00	\$4,990.00	\$3,738.74	\$3,738.74
19	73082089	114349NPP	TANDBERG 1000 MXP NATURAL PRESENTER PACK	1	\$2,000.00	\$2,000.00	\$500.00	\$500.00

**Sub Total:**

**Extended Sale Price Total:** \$8,175.82  
**Shipping & Handling Site Total:** \$70.21  
**Extended Sale Price Total with S&H:** \$8,246.03

**Maintenance Payment Option:** Prepaid  
**Maintenance Term:** 36

**Site Address:**  
WV ABCA  
322 70TH ST S.E.

**Bill To:**  
WV ABCA  
322 70TH ST S.E.

**Ship To:**  
WV ABCA  
322 70TH ST S.E.

CHARLESTON, WV, 25304  
USA

CHARLESTON, WV, 25304  
USA

CHARLESTON, WV, 25304  
USA

<u>Line #</u>	<u>Material Code</u>	<u>Part Number</u>	<u>Description</u>	<u>Qty</u>	<u>Unit MLP</u>	<u>Extended MLP</u>	<u>Unit Sale Price</u>	<u>Extended Sales Price</u>
1	73130497	115900	TANDBERG MAESTRO HD CAM	1	\$25,400.00	\$25,400.00	\$17,894.71	\$17,894.71
2	73043077	113823NPP	TANDBERG MAESTRO NPP	1	\$2,000.00	\$2,000.00	\$500.00	\$500.00
3	73043076	113823MS	TANDBERG MAESTRO MS	1	\$4,000.00	\$4,000.00	\$2,236.56	\$2,236.56

**Quote #** 1-J1PH9

ALL PRICING IS VALID UNTIL: 09/18/2008  
PRICES DO NOT INCLUDE TAXES  
VERIZON PROPRIETARY INFORMATION

THE EQUIPMENT LISTED ON THIS QUOTE IS SOLELY FOR DOMESTIC USE IN THE UNITED STATES.



Maintenance Payment Option: Prepaid

Maintenance Term: 36

Site Address:  
WV ABCA  
322 70TH ST S.E.

Bill To:  
WV ABCA  
322 70TH ST S.E.

Ship To:  
WV ABCA  
322 70TH ST S.E.

CHARLESTON, WV, 25304  
USA

CHARLESTON, WV, 25304  
USA

CHARLESTON, WV, 25304  
USA

Line #	Material Code	Part Number	Description	Qty	Unit MLP	Extended MLP	Unit Sale Price	Extended Sales Price
4	73043038	1138333	TANDBERG MAESTRO 2M ISDN EXT NET 6M IP	1	\$2,000.00	\$2,000.00	\$1,118.28	\$1,118.28
5	73136589	115590	EDGE 95MXP W/PRECISION HD CAMERA REQ MNT	1	\$9,520.00	\$9,520.00	\$6,387.61	\$6,387.61
6	73136588	115594NPP	EDGE 95MXP NPP OPTION	1	\$2,000.00	\$2,000.00	\$500.00	\$500.00
7	73136587	115594MS	EDGE 95MXP MULTISITE OPTION	1	\$3,000.00	\$3,000.00	\$1,677.42	\$1,677.42
8	73082064	114001	TANDBERG 1000 MXP (768 KBPS IP ONLY) (M)	2	\$4,990.00	\$9,980.00	\$3,738.74	\$7,477.48
9	73082089	114349NPP	TANDBERG 1000 MXP NATURAL PRESENTER PACK	2	\$2,000.00	\$4,000.00	\$500.00	\$1,000.00
10		SUBLABOR-DATA	SUBCONTRACTOR LABOR-DATA	1	\$0.00	\$0.00	\$1,990.00	\$1,990.00
INSTALL MAESTRO HD								
11		VENMTC-TANDBERG	TANDBERG VENDOR MAINTENANCE	1	\$0.00		\$2,691.18	\$8,073.54
3 YR ONSITE MAINT - MAESTRO HD								
12		SUBLABOR-DATA	SUBCONTRACTOR LABOR-DATA	1	\$0.00	\$0.00	\$1,290.00	\$1,290.00
INSTALL EDGE 95								
13		VENMTC-TANDBERG	TANDBERG VENDOR MAINTENANCE	1	\$0.00		\$1,252.95	\$3,758.85
3 YR ONSITE MAINT - EDGE 95								
14		SUBLABOR-DATA	SUBCONTRACTOR LABOR-DATA	2	\$0.00	\$0.00	\$1,290.00	\$2,580.00
INSTALL 1000MXP								
16		VENMTC-TANDBERG	TANDBERG VENDOR MAINTENANCE	2	\$0.00		\$882.36	\$5,294.16
3 YR ONSITE MAINT - 1000MXP								
20		VBCAP-DATA	VBCAP FOR DATA PRODUCTS	1	\$0.00	\$0.00	(\$6,038.63)	(\$6,038.63)
ADDITIONAL DISCOUNT								



**Maintenance Payment Option:** Prepaid

**Maintenance Term:** 36

**Site Address:**

WV ABCA  
322 70TH ST S.E.

**Bill To:**

WV ABCA  
322 70TH ST S.E.

**Ship To:**

WV ABCA  
322 70TH ST S.E.

CHARLESTON, WV, 25304  
USA

CHARLESTON, WV, 25304  
USA

CHARLESTON, WV, 25304  
USA

<u>Line #</u>	<u>Material Code</u>	<u>Part Number</u>	<u>Description</u>	<u>Qty</u>	<u>Unit MLP</u>	<u>Extended MLP</u>	<u>Unit Sale Price</u>	<u>Extended Sales Price</u>
---------------	----------------------	--------------------	--------------------	------------	-----------------	---------------------	------------------------	-----------------------------

**Sub Total:**

<b>Extended Sale Price Total:</b>	\$55,739.98
<b>Shipping &amp; Handling Site Total:</b>	\$690.92
<b>Extended Sale Price Total with S&amp;H:</b>	\$56,430.90

**Grand Total:**

<b>Extended Sale Price for all lines that belong to a site:</b>	\$63,915.80
<b>Shipping &amp; Handling for all lines that belong to a site:</b>	\$761.13
<b>Extended Sale Price with S&amp;H for all lines that belong to a site:</b>	\$64,676.93





# STATEMENT OF WORK

<b>Customer: WV ABCA</b>	<b>Quote: 1-J1PH9</b>
<b>Contract ID: N/A</b>	<b>Date: 8/5/08</b>

This Statement of Work ("SOW") is by and between **Verizon Network Integration Corp** ("Verizon") and ("Customer") as of the date last written below ("Effective Date") and is governed by the terms and made a part of the 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 Order 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. Project Scope

### 1.1 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 (7:30 a.m. and 4:15 p.m. in Hawaii), Monday through Friday, excluding Verizon observed and Federal holidays. Off-hours are defined as anything other than those hours. This project **does not** require off-hour work.
- Customer personnel assigned to this project will have the skills necessary to assist Verizon in this project.
- Additional Assumptions  
- [Type Additional Assumptions Based Upon Specifics of The Job or "N/A"]

### 1.2. Verizon Responsibilities

- Provide a Single Point of Contact (SPOC) to manage and 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.
- Additional Responsibilities  
Verizon will configure and install the equipment on this quote (per the attached subcontract SOW): 1 Tandberg Maestro HD, 1 Edge 95, 2 1000 MXP at the Charleston location and 1 1000 MXP at the Hedgesville location.

### 1.3. 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.



# STATEMENT OF WORK

- 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.
- Additional Responsibilities  
Adequate network jacks, network availability and AC outlets must be available prior to the equipment installation.

## 1.4. Change Order Request

Customer may request changes in, or additions to, the work being provided hereunder by completing the Verizon Change Order form, which Verizon will provide to Customer at the time of the change request. 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 form. The Verizon Change Order 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 Verizon Change Order procedure.

## 1.5. 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 B 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.

### AGREED AND ACCEPTED:

Customer

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

By: \_\_\_\_\_

By: Suleiman Hessami

Name: \_\_\_\_\_

Name: Suleiman Hessami

Title: \_\_\_\_\_

Title: Vice President

Date: \_\_\_\_\_

Date: 8/08/08



# STATEMENT OF WORK

## Exhibit A

### List of Identified Project Work Sites

Company Name	Contact	Address	Phone/ Fax	Site Type
WV ABCA	Randy Haynes	322 70 <sup>th</sup> St SE Charleston, WV 25304	304-558-2481, x241	
WV ABCA	Randy Haynes	166 Fishhook Lane Hedgesville WV 25427	304-558-2481, x241	



# STATEMENT OF WORK

## Exhibit B

### 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.

Site Name	Acceptance Date	Customer Representative Title

# **TANDBERG North American Installation Project Management**

---

TANDBERG

S00003, Rev 7.0

## Table of Contents

<b>1.</b>	<b>INTRODUCTION .....</b>	<b>3</b>
<b>2.</b>	<b>TANDBERG INSTALLATION SERVICES .....</b>	<b>3</b>
2.1	PROJECT MANAGEMENT SERVICES .....	3
2.1.1	<i>TANDBERG Project Plan</i> .....	3
2.1.2	<i>Installation Planning</i> .....	4
2.1.3	<i>Customer Responsibilities</i> .....	4
2.1.4	<i>What's Not Included</i> .....	5
2.2	PRODUCT INSTALLATION .....	5
<b>3.</b>	<b>END – USER TRAINING.....</b>	<b>6</b>
3.1	ELEMENTS OF TRAINING .....	6
3.2	TRAINING FORMATS .....	7

## **1. Introduction**

TANDBERG offers full installation and project management services for all our products with actual installations being provided by a combination of our certified Technical Service Representatives (TSRs) who have undergone extensive training in both videoconferencing and networking technologies and our TANDBERG certified outsource partners. TANDBERG reserves the right to select the optimum TSR on a per Installation basis.

## **2. TANDBERG Installation Services**

### **2.1 Project Management Services**

With all installations undertaken by Tandberg, a Project Manager is assigned, with a typical project plan being outlined below:

#### **2.1.1 TANDBERG Project Plan**

TANDBERG will identify a person to act as Project Manager beginning the day the contract is signed through the day all systems are installed, trained and determined to be totally in working order through successful acceptance testing.

TANDBERG Project Manager will be assigned to work full-time on this project to oversee all aspects including equipment shipment, equipment installation and customer training.

TANDBERG Project Manager will assure that system equipment will fulfill any individual site regulatory requirements as specified by the customer.

TANDBERG Project Manager will become the point-of-contact for answering all questions, resolving disputes and scheduling/task adjustments.

TANDBERG Project Manager will also be responsible for the following:

- Coordinating and compiling Site Survey information including ensuring all areas of room readiness is completed.
- Working in coordination with the Sales Engineer to compile Room Layout Diagrams (if applicable).
- Communicate on a regular basis with the designated Project Coordinator assigned by the client, to discuss status and resolution of conflicts.
- Oversee the complete logistical process of shipping all products to site as well as coordinating with individual site contacts for scheduling deliveries and installations.

- Coordinating with TANDBERG assigned personnel to perform system installations.
- Compile all network information supplied by the customer.
- Scheduling end-user training session either on-site or remotely via video.
- Assemble Customer Acceptance procedures for formal signoff of equipment.

### **2.1.2 Installation Planning**

TANDBERG assists customers in the planning and preparation of the videoconferencing facilities. When requested, the TANDBERG Project Manager may engage a TANDBERG Sales Engr to provide advice on:

- Network connectivity
- Remote diagnostics requirements
- Electrical requirements
- Room layout
- Selecting the optimal location for system placement
- Room decor including wall color, furniture and window treatment
- Optimal lighting (special requirements may be referred to an outside consultant)
- Air conditioning
- Acoustics

### **2.1.3 Customer Responsibilities**

Customer responsibilities are to include:

- Designating one Project Coordinator who will be the first point-of contact regarding all major issues as well as defining overall installation date goals, verify all prerequisites have been satisfied, and provide final acceptance approval/signoff.
- Designating individual site contacts for coordinating installations and promptly replying to all requests for information from TANDBERG Project Manager including Pre-Installation Checklists. This site contact will be responsible for timely access to all videoconferencing facilities for all authorized TANDBERG personnel and contractors.
- Inspect equipment shipment immediately upon delivery and report any apparent damage to the TANDBERG Project Manager.
- Moving equipment from existing facility or customer designated holding area to new facility or facility where installation will take place.
- Managing and resolving any incompatibilities between products being installed and existing network environment.
- Conforming to all local building, electrical, and fire codes prior to installation of equipment.
- Ensuring that an un-switched electrical power outlet and LAN connection (where applicable) be located within six feet of location where systems are to be installed.



- Verifying correct network provisioning, including premise wiring and end-to-end testing, prior to the scheduled installation date. Network connections must be within 6 feet of the equipment location on standard communication wall jacks.
- Where TANDBERG has been contracted to install network devices, the customer is responsible to provide all site and network information needed to customize the interface device to the site.
- Designating appropriate personnel to attend end-user training to take place immediately following the physical installation and testing.
- Fill out and return customer satisfaction form to TANDBERG Project Manager via fax number (703) 709-4231 or (703) 709-4236.
- Facilities should be available throughout the full designated day(s) of installation.
- Inform TANDBERG Project Manager of any "customer supplied equipment" relating to the installation.
- Installation of Plasma wall mount bracket for all Profile Series installations.

#### **2.1.4 What's Not Included**

- Cable installation via wall conduits, ceilings, wall plates or wireways.
- System modifications or repairs.
- De-Installation / Packaging / Shipping of any existing equipment.
- Return visits due to circumstances outside of TANDBERG's control:
  - ISDN/PRI lines not installed or ready
  - IP/Ethernet connection not installed or ready
  - Videoconferencing room not ready or available on day of installation
  - Any other similar circumstance
- Installation of non-Tandberg supplied components or equipment.
- Installation of any Tandberg components or equipment associated with a secondary order(s) separate from the order to be installed.
- In depth network troubleshooting, network assessment, implementing QOS, configuration of customer supplied switches, firewalls and/or routers.
- Installation of customer supplied plasma, LCD monitors or wall mount for camera.
- Installation of plasma wall mount bracket for all Profile Series related installs.
- Extended Acceptance Testing

## **2.2 Product Installation**

Proper installation of your videoconferencing system is the first step in ensuring that your investment is protected. TANDBERG's initial installation includes:

- Unpacking of the videoconferencing system
- Connecting all components
- Programming ISDN, SPID and/or IP information
- Testing outgoing and incoming calls
- Programming camera pre-sets
- Storing frequently called numbers in the speed dial directory

- Completing the quality control check list and installation report
- Ensuring the premise is clean
- Providing End-User Training (See Section 3)
- All room cabling is to be concealed on a “best effort” basis (please see above)

### **3. End – User Training**

To optimize usage and ensure a positive and productive videoconferencing experience, it is essential to feel comfortable when using your videoconferencing system. Once your system is installed, our TSR will train users on how to use the system and peripherals. End – User Training lasts 45-60 minutes. Technical, Administrative or Troubleshooting classes are available through TANDBERG University. Please review the TANDBERG website for details at:

<http://www.tandberg.com/support/viewTrainingClassesByDate.do>

#### **3.1 Elements of Training**

The end –user training includes:

- Dialing Procedures
- Programming the Directory (Single and Multi-site Entries)
- Sleep & Do Not Disturb
- Camera Movements
- Microphone & Volume Control
- Snapshot, Self-view, & Move PIP
- Far End Camera Control
- Video Sources
- How to hook up your PC
- How to use the Samsung document camera\*
- What you can do with a VCR
- Storing and Accessing Presets 1-10
- Basic Menu Functions
- Launching Duo Video\*
- Making a Multi-site call\*
- Functions within a Multi-site call\*
- Disconnecting a Multi-site call\*
- Troubleshooting Tips
- Etiquette Tips

\*May not apply to all systems/trainings

### **3.2 Training Formats**

End user training will be provided to the customer in two different methods, at TANDBERG's discretion:

Training remotely over Video  
On-Site Training

All trainings will include the same information no matter what delivery method is used.

**AGREEMENT ADDENDUM**

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

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **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. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. 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. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **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** Verizon Business Network Services  
Inc. on behalf of Verizon Network  
Company Name: Integration Corp.

Signed: Suluman Hussaini

Title: VP PC M

Date: 8/08/08

STATE OF WEST VIRGINIA  
Purchasing Division

## PURCHASING AFFIDAVIT

### VENDOR OWING A DEBT TO THE STATE:

*West Virginia Code* §5A-3-10a provides that: 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 owed is an amount greater than one thousand dollars in the aggregate.

### PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

*West Virginia Code* §21-1D-5 provides that: Any solicitation for a public improvement construction contract shall require each vendor that submits a bid for the work to submit at the same time an affidavit that the vendor has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code. A public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the West Virginia Code and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the West Virginia Code may take place before their work on the public improvement is begun.

### ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

### 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](http://www.state.wv.us/admin/purchase/privacy) for the Notice of Agency Confidentiality Policies.

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

Vendor's Name: Verizon Business Network Services, Inc. on behalf of Verizon Network Integration Corp.

Authorized Signature: Sulman Haxemi Date: 8/08/08

# System Agreement

This System Agreement ("Agreement"), effective as of the \_\_\_\_ day of 1, 20\_\_\_\_, is made by and between

<b>A. Verizon Entity Name ("Verizon"):</b> Verizon Business Network Services Inc. on behalf of  Verizon Network Integration Corp.	<b>B. Customer Name ("Customer")</b>  Alcohol Beverage Control
Address: 1410 MacCorkle Ave	Address: VARIOUS LOCALES AS INDICATED BY ORDER
City: Charleston      State: WV      Zip Code: 25314	City:                      State: WV      Zip Code:
Contact Name and Phone Number: Sandra Hawkins - 304-344-6700	Customer Billing Address (if different):
Quote Number (if applicable) <u>1-J1PH9</u>	City:                      State:                      Zip Code:
	Contact Name and Phone Number: Randy Haynes 304-558-2481

<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  <input type="checkbox"/> International Purchase and Sale (Drop Ship)</p> <p><b>VERIZON MAINTENANCE 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"/> IP Telephony Software Support with Upgrades</p>	<p><b>Verizon Maintenance 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 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"/> 24x7 Centrex CPE  <input type="checkbox"/> Software Release Subscription (SRS)  <input type="checkbox"/> On-Site Technician  <input type="checkbox"/> Supplemental Warranty Coverage (extends the standard warranty to 24 hour coverage for major failures during the warranty period)  <input type="checkbox"/> Other</p>
---	---

# System Agreement

## Verizon Maintenance Services Cont'd.

Third Party Maintenance Services - Third party 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 relevant terms and conditions of this Agreement, specifically excluding section 3.2 (termination for convenience).

- 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:

<b>Equipment Price</b>	\$ 43,791.93 (includes Shipping)
Discount for Equipment	\$(2000.00)
<hr/>	
<b>Professional Services Price</b>	\$ 7150.00
Discount for Professional Services	\$(1072.50)
<hr/>	
<b>Maintenance Service</b>	
Voice Maintenance Service for _____ Year(s)	\$ _____
Managed Network Solutions Service for _____ Year(s)	\$ _____
Third Party Maintenance Service for <u>3</u> Year(s)	\$ <u>19,773.63</u> (if purchasing 3 years at one time)
Discount for Maintenance	\$(2966.13)
<hr/>	
<b>Supplemental Warranty Coverage</b>	\$ _____
<b>Applicable taxes (estimated)</b>	\$ _____
<b>TOTAL PRICE</b>	<b>\$ 64,676.93</b>
<b>Down Payment</b>	\$ _____
<b>Balance Due</b>	\$ _____

\_\_\_\_\_  
Customer Initials



# System Agreement

## F. Maintenance Service Billing Option:

Pre-paid Billing: \_\_\_\_\_ years \$\_\_\_\_\_

(Annual Rate)

Deferred Billing (deferred until warranty expiration):

3 years

\$6349.50

\$7470.00

\$7470.00

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

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

(Year 1)

(Year 2)

(Year 3)

(Year 4)

(Year 5)

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

## G. Attachments

- Avaya Equipment, Maintenance and Professional Services Exhibit
- Call Center Software, Support and Professional Services Exhibit
- Cisco Technology Migration Program Supplement
- Cisco Try and Buy Program Supplement
- Equipment Sales and Installation Exhibit
- E-Rate Funding Related Terms and Conditions
- Managed Network Solutions Exhibit
- PBX Mobile Extension
- Professional Services Exhibit
- Quote
- Service Plan Description(s)
- Statement of Work
- Statement of Work (Avaya)
- 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. This does not apply to maintenance services provided by a third party.

**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 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 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.



## System Agreement

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 (if permitted by Verizon), 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. 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.



## System Agreement

### 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.
- 9.12. If ordering Cisco Products or services, acknowledge having read and understand the End User obligations and service descriptions for relevant Cisco products and services as found at [www.cisco.com/go/servicedescriptions](http://www.cisco.com/go/servicedescriptions) or other URL as may be provided by Cisco from time to time. Further, Customer agrees to the terms and conditions of Cisco's Software License Agreement.

### 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



## System Agreement

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.

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 NOT TO EXCEED 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.



## System Agreement

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 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



## System Agreement

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 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.



## System Agreement

**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 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. Notwithstanding any contrary term in this Agreement and consistent with applicable law, Verizon may disclose the terms of this Agreement, in whole or in part, to: a) Verizon affiliates; b) Verizon or Verizon affiliate suppliers and/or subcontractors that offer (including new offer or renewal offers), provide, repair, maintain, bill, collect, or perform other functions in connection with Verizon or Verizon affiliate products or services under or in connection with this Agreement; c) successors in interest to Verizon or Verizon affiliates (by merger or otherwise); and/or d) persons to whom Verizon or Verizon affiliates may sell all or part of their respective businesses or assets. 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 Business Services, 6415-6455 Business Center Drive, Highlands Ranch, CO 80130, Attn: Customer Service (Email: [notice@verizonbusiness.com](mailto:notice@verizonbusiness.com)) with a copy to Verizon Business Services, 22001 Loudoun County Parkway, Ashburn, VA 20147, Attn: Vice President, Legal, 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.



**System Agreement**

**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.

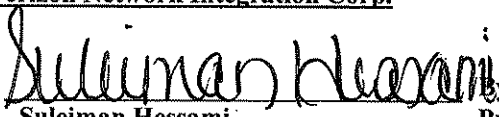
**27. Headings.** The Section headings used herein are for reference and convenience only and shall not enter into the interpretation of this Agreement.

**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 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 Business Network Services, Inc. Customer: \_\_\_\_\_  
on behalf of Verizon Network Integration Corp.

By:		By:	_____
Print Name:	Suleiman Hessami	Print Name:	_____
Title:	VP BCM	Title:	_____
Date:	8/08/08	Date:	_____



# STATE OF WEST VIRGINIA VENDOR PREFERENCE CERTIFICATE

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

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

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

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

or

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

or

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

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

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

or

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

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

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

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

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

Date: 8/08/08

Signed: Suliman Hossaini

Title: VP-PCM

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