

A R E S P O N S E T O

**The State of West Virginia
Division of Rehabilitation
Services**

For

RFQ# DRS120241

**A Request for Proposal to Provide
Televisions and Video Conferencing**

November 30, 2011



Presented by:

Chip Merritt
Client Account Manager-Verizon
4700 MacCorkle Ave SE
Charleston, WV 25304
chip.j.merritt@verizon.com
(304) 356-3590 (FAX)
(304) 356-3401 (Office)

RECEIVED

2011 NOV 29 P 12:47

PROCUREMENT DIVISION
STATE OF WV



4700 MacCorkle Avenue
1st Floor
Charleston, WV 25304
304-356-3401

November 30, 2011

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

Attention: Shelly Murray

RE: DRS120241

Dear Ms. Murray:

Verizon is pleased to submit its proposal for televisions and video conferencing stations to the Division of Rehabilitation Services in response to RFQ #DRS120241.

Verizon is one of the world's leading providers of communications services. Verizon serves more than 139 million customer connections (wireless, wireline, broadband and TV) every day and is the leader in serving 93.2 million wireless customers. Verizon is a Fortune 10 company with approximately \$108 billion in 2009 annual revenue. Verizon's global presence extends to 75 countries in the Americas, Europe, Asia and the Pacific, with 321 offices across six continents.

Verizon will provide outstanding service quality, product flexibility, and a local dedicated Account Team. Both customers and industry analysts continue to recognize Verizon for its service performance and customer care. Verizon has received several notable industry –analyst marks of distinction, including:

- Frost & Sullivan named Verizon a Top Provider of Global Managed Security Services in its 2010 "Global Managed Security Service Providers Rollup" report and the Market Leadership Award for Hosted Contact Center Services (June 2010)
- Gartner Inc. placed Verizon Business in the Leaders quadrant in the "Magic Quadrant for Communications Outsourcing and Professional Services, North America and for Global Network Service Providers".
- Current Analysis has awarded Verizon Business' Cloud Security Services its Industry Analyst Firm's Highest Rating "Very Threatening." (May 2010)
- Verizon has earned certification as ISO/IEC 20000-1-compliant for its Government Enterprise Network Operations Center (GENOC), located in Cary, N.C. The GENOC, launched in 1997, provides managed services for local, state, and federal government customers.

- J.D.Power and Associates has consistently ranked Verizon highest in Customer Satisfaction since 2004 in the Telecommunications Industry Segment.
- Verizon Business named a Top 10 Retail IT Consulting Provider in 20th Annual RIS/Gartner Retail Technology Study (May 2010)
- Verizon has been named to the Global 100 of Newsweek magazine's annual green rankings.
- Verizon has received awards from Cisco for Service Provider Partner of the Year, Managed Service Provider Partner of the Year, Data Center Partner of the Year, Unified Communications & Collaboration Partner of the Year, Managed Service Partner of the Year and Technology Excellence Partner of the Year (2009).

Verizon's expansive global network reach, broad solutions portfolio, partner ecosystems, range of IT delivery options, and wealth of experience create a powerful combination that allows us to deliver results that make a real-world difference.

Verizon 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 the State of West Virginia.

Sincerely,



Chip J. Merritt
Client Account Manager
Authorized Contact

Verizon
304-356-3401
chip.j.merritt@verizon.com

Services provided by Verizon Network Integration Corp. herein after referred to as ("Verizon") under this bid may be subject to tariff regulation by the Public Service Commission of West Virginia and/or the Federal Communications Commission. 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 Verizon Systems Agreement and Attachments, 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. Unless specifically addressed within this bid response the terms and conditions set forth in this solicitation shall not add to, vary, or delete the terms and conditions of said tariffs or the Service Agreement. This response is submitted with the understanding that neither party shall be obligated to provide or purchase any of the services described herein until a mutual understanding is reached and the Agreement is signed by authorized individuals of both parties.

Verizon hereby submits the accompanying documentation and information in response to the State of West Virginia Request for Quotation DRS120241, Video Conferencing System and Televisions, due November 30th 2011. Verizon must provide a legal response and contractual documentation in accordance with the applicable State and Federal Regulatory Commissions.

VERIZON RESPONSE

Verizon has read, understands and will comply with all specifications of this RFQ to include Addendum 1 and 2:

In addition, Verizon has included a System Agreement, and Agreement Addendum (WV96).



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

Request for Quotation

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

VENDOR

*502095242 304-356-3395
 VERIZON NETWORK INTEGRATION CO
 4700 MACCORKLE AVE STE 101
 CHARLESTON WV 25314

SHIP TO

DIV OF REHABILITATION SERVICES
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/18/2011				

BID OPENING DATE: 11/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
001	43 MINIMUM 65"	EA		840-60 PLASMA TELEVISION		
002	4 MINIMUM 55"	EA		840-60 PLASMA TELEVISION		
003	33	EA		205-43 CONFERENCE STATION		

REQUEST FOR QUOTATION (RFQ)

THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF REHABILITATION SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH TELEVISIONS AND VIDEO CONFERENCING STATIONS PER THE ATTACHED SPECIFICATIONS.

TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO SHELLY MURRY AND ALAN CUMMINGS IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT SHELLY.L.MURPHY@WV.GOV AND ALAN.W.CUMMINGS@WV.GOV.

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Patricia L Myers* TELEPHONE 304-356-3401 DATE 11/10/11

ITLF Patricia L Myers Manager Pricing/Contract Management FEIN 23-2743964 ADDRESS CHANGES TO BE NOTED ABOVE

ING 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
14. **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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



State of West Virginia
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Request for Quotation

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

VENDOR

*502095242 304-356-3395
 VERIZON NETWORK INTEGRATION CO
 4700 MACCORKLE AVE STE 101
 CHARLESTON WV 25314

SHIP TO

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 VARIOUS LOCALES AS
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
10/18/2011				

ID OPENING DATE: 11/22/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DEADLINE FOR ALL TECHNICAL QUESTIONS IS NOVEMBER 8, 2011 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE DEADLINE HAS LAPSED.</p> <p>EXHIBIT 10</p> <p style="text-align: center;">REQUISITION NO.:</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NO. S:</p> <p>NO. 1 <i>plm</i></p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.</p> <p>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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Patricia L Myers* TELEPHONE 304-356-3401 DATE 11/16/11

TITLE Patricia L Myers FEIN 23-2743964 ADDRESS CHANGES TO BE NOTED ABOVE

Manager
 Pricing/Contract Management

IG TO RFO, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.</p> <p style="text-align: center;"> <i>Patricia L Myers</i> SIGNATURE Verizon Business Network Services Inc. on behalf of Verizon Network Integration Corp. COMPANY DATE </p> <p>NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.</p> <p>REV. 09/21/2009</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AWARD AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.</p> <p>UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Patricia L Myers</i>	TELEPHONE 304-356-3401	DATE 11/16/11
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TITLE Patricia L Myers Manager Pricing/Contract Management	FEIN 23-2743964	ADDRESS CHANGES TO BE NOTED ABOVE
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PLEASE PRINT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>QUANTITIES: QUANTITIES LISTED IN THE REQUISITION ARE APPROXIMATIONS ONLY, BASED ON ESTIMATES SUPPLIED BY THE STATE SPENDING UNIT. IT IS UNDERSTOOD AND AGREED THAT THE CONTRACT SHALL COVER THE QUANTITIES ACTUALLY ORDERED FOR DELIVERY DURING THE TERM OF THE CONTRACT, WHETHER MORE OR LESS THAN THE QUANTITIES SHOWN.</p> <p>ORDERING PROCEDURE: SPENDING UNIT(S) SHALL ISSUE A WRITTEN STATE CONTRACT ORDER (FORM NUMBER WV-39) TO THE VENDOR FOR COMMODITIES COVERED BY THIS CONTRACT. THE ORIGINAL COPY OF THE WV-39 SHALL BE MAILED TO THE VENDOR AS AUTHORIZATION FOR SHIPMENT, A SECOND COPY MAILED TO THE PURCHASING DIVISION, AND A THIRD COPY RETAINED BY THE SPENDING UNIT.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Patricia L Myers* TELEPHONE 304-356-3401 DATE 11/16/11

TLF Patricia L Myers FEIN 23-2743964 ADDRESS CHANGES TO BE NOTED ABOVE

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



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<p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 05/26/2009</p> <p>PURCHASING CARD ACCEPTANCE: THE STATE OF WEST VIRGINIA CURRENTLY UTILIZES A VISA PURCHASING CARD PROGRAM WHICH IS ISSUED THROUGH A BANK. THE SUCCESSFUL VENDOR MUST ACCEPT THE STATE OF WEST VIRGINIA VISA PURCHASING CARD FOR PAYMENT OF ALL ORDERS PLACED BY ANY STATE AGENCY AS A CONDITION OF AWARD.</p> <p>REV 07/16/2007</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Patricia L Myers* TELEPHONE 304-356-3401 DATE 11/16/11

TITLE Patricia L Myers, Manager, Pricing/Contract Management FEIN 23-2743964 ADDRESS CHANGES TO BE NOTED ABOVE

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



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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
***** ADDENDUM NO.01 ***** ADDENDUM ISSUED TO CORRECT SPELLING ERROR. CORRECT EMAIL ADDRESS FOR SHELLY MURRAY IS: SHELLY.L.MURRAY@WV.GOV. ***** NO OTHER CHANGES *****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Patricia L Myers* TELEPHONE 304-356-3401 DATE 11/16/11

TITLE Patricia L Myers FEIN 23-2743964 ADDRESS CHANGES TO BE NOTED ABOVE

Manager Pricing/Contract Management IG TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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

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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 material, 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.

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Request for Quotation

RFQ NUMBER
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PAGE
 1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

Verizon Network Integration Corp.
 4700 MacCorkle Avenue, SE
 Charleston, WV 25304

VENDOR

DIV OF REHABILITATION SERVICES
 VARIOUS LOCALES AS
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LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 2 -----						
THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS RECEIVED PRIOR TO THE 11/08/2011 QUESTION SUBMISSION DEADLINE.						
ATTACHMENT: QUESTIONS AND RESPONSES REVISED COST SHEET						
BID OPENING DATE IS EXTENDED:						
FROM: 11/22/2011						
TO : 11/30/2011						
0001	43	EA		840-60		
	MINIMUM 65"	PLASMA		TELEVISION		
0002	4	EA		840-60		
	MINIMUM 55"	PLASMA		TELEVISION		
0003	33	EA		205-43		
	CONFERENCE STATION					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Patricia L Myers</i>	TELEPHONE 304-356-3401	DATE 11/21/11
TITLE Patricia L Myers Manager Pricing/Contract Management	FEN 23-2743964	ADDRESS CHANGES TO BE NOTED ABOVE

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
 DRS120241

PAGE
 2

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

VENDOR

RFQ COPY
 TYPE NAME/ADDRESS HERE
 Verizon Network Integration Corp
 4700 MacCorkle Avenue, SE
 Charleston, WV 25304

SHIP TO

DIV OF REHABILITATION SERVICES
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
11/16/2011				

BID OPENING DATE: 11/30/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				REQUISITION NO. :		
				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 NO.'S:		
				NO. 1		
				NO. 2 <i>ph</i>		
				NO. 3		
				NO. 4		
				NO. 5		
				I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF 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>Patricia L Myers</i> SIGNATURE		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Patricia L Myers</i>	TELEPHONE 304-356-3401	DATE 11/21/11
TITLE Patricia L Myers Manager Pricing/Contract Management	FEIN 23-2743964	ADDRESS CHANGES TO BE NOTED ABOVE

VG 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
 DRS120241

PAGE
 3

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

RFQ COPY

TYPE NAME/ADDRESS HERE

Vendor
 Verizon Network Integration Corp
 4700 MacCorkle Avenue
 Charleston, WV 25304

SHIP TO
 DIV OF REHABILITATION SERVICES
 VARIOUS LOCALES AS
 INDICATED BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
11/16/2011						
BID OPENING DATE: 11/30/2011		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				Verizon Business Network Services Inc. on behalf of Verizon Network Integration Corp COMPANY 11/21/11 DATE		
NOTE: THIS ADDENDUM ACKNOWLEDGEMENT SHOULD BE SUBMITTED WITH THE BID.						
CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICES SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.						
BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.						
----- END OF ADDENDUM NO. 2 -----						
***** THIS IS THE END OF RFQ DRS120241 ***** TOTAL:						SEE Pricing Tab

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Patricia L Myers* TELEPHONE: 304-356-3401 DATE: 11/21/11
 Patricia L Myers Manager FEIN: 23-2743964 ADDRESS CHANGES TO BE NOTED ABOVE

Priming/Contract Management DING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

DRS120241
ADDENDUM # 02

To provide clarifications and Agency response to vendor questions:

1) For DRS120241, are you interested in other TV options? Specifically, can we propose LCD's?

No. The plasma type screen is preferred due to viewing angles and superior back or black lighting. The Agency has many vision impaired clients and employees that will be using the TV's for training classes and video conferencing. The Agency researched the various models and reached a consensus that the plasma screens are the easiest for our employees and clients to view clearly.

2) The RFQ DRS120241 on the first page is asking for the 65 inch plasma TV qty 43. On page 10, is asking for 42 qty.

The correct quantity for the 65" plasma TV is 43. Quantity is corrected to 43 on the Cost Sheet and page 7 of the original RFQ specifications.

3) Exhibit 3 is deleted from the RFQ. This is not an Open-End Contract.

COST SHEET
DRS120241

Item	Qty	Description	Unit Price	Extended Cost
1	43	minimum 65" Plasma Television	\$ 3487.23	\$ 149950.89
2	4	minimum 55" Plasma Television	\$ 2222.55	\$ 8890.20
3	33	Conference Station	\$ 3086.31	\$ 101848.23
Total for Evaluation				\$ 260,689.32

Quotes shall be all-inclusive. No separate reimbursement will be made for shipping or any other expense.

Award shall be made to the lowest bid vendor meeting specifications.

Request for Quote

DRS120241

The West Virginia Division of Rehabilitation Services is requesting quotes for the provision of large, flat screen televisions and video conferencing stations for their offices statewide. Equipment shall include inside delivery to a room designated upon delivery, but set-up of the televisions or conferencing stations is not required. Delivery is per the attached list of offices located throughout the State of West Virginia.

Item 1 – Qty 42 - 65" Plasma Television Specifications, Panasonic Viera TC-P65VT30, or equal

Must include the following:

1. Screen Size - minimum 65"
2. Minimum Aspect Ratio of 16:9
3. Native Resolution must be 1920x1080
4. Minimum Moving Picture Resolution of 1080
5. Shades of Gradation must be 6144 equivalent or better
6. Minimum HDTV Display Capability of 1080p, 1080i, 720p
7. Minimum EDTV Display Capability of 480p
8. THX Mode must be 3D/2D
9. Speakers must be Dual Speakers with separate Woofer
10. Audio Output minimum must be 22W (6+6+10)
11. Must have Surround Sound, or equal
12. Must have Built-in Wi-Fi with all adapters included
13. Image Viewer must include AVCHD/MPEG2/JPEG/MP3 playback
14. Minimum four (4) HDMI Inputs with at least three on side
15. Minimum one (1) Composite Video Input, RCA type, with adapter cable
16. Minimum one (1) PC Input, must be D-sub 15-pin
17. Must have Component Video Inputs (Y,PB,PR, RCA type)
18. Minimum one (1) Audio Input for Component Video (RCA type)
19. Minimum one (1) Digital Audio Output (Optical)
20. Must have Analog Audio Output for HDMI/DVI
21. Minimum three (3) USB 2.0 ports
22. Minimum one (1) LAN (network) Ethernet port
23. Must have a Multi-Lingual Menu
24. Must come with a Wireless LAN Adapter
25. Power Supply shall be AC 120V, 60Hz
26. Must include Swivel Base (Left/Right) with ability for television to pivot on the base for optimal viewing
27. Must have DLNA capability
28. Must have Closed Captioning capability

Item 2 – Qty 4 - 55" Plasma Television Specifications, Panasonic Viera TC-P55VT30, or equal

Must include the following:

1. Minimum Screen Size of 55"
2. Minimum Aspect Ratio of 16:9
3. Minimum Native Resolution of 1920x1080
4. Minimum Moving Picture Resolution of 1080
5. Shades of Gradation must be 6144 equivalent or better

6. Minimum HDTV Display Capability of 1080p, 1080i, 720p
7. Minimum EDTV Display Capability of 480p
8. THX Mode shall be 3D/2D
9. Aspect Control shall be 4:3, with Zoom and Full
10. Must include Dual Speakers with separate Woofer
11. Minimum Audio Output of 22W
12. Must include Surround Sound or equal
13. WiFi - Built-in Wi-Fi with all adapters included
14. Image Viewer shall include AVCHD/MPEG2/JPEG/MP3 playback capability
15. Minimum four (4) HDMI Inputs with at least three (3) on Side
16. Minimum one (1) Composite Video Input, RCA type, with adapter cable
17. Minimum one (1) PC Input, must be D-sub 15-pin
18. Minimum one (1) Component Video Inputs (Y,PB,PR)
19. Minimum one (1) Audio Input, RCA type (for Component Video)
20. Minimum one (1) Digital Audio Output Optical
21. Minimum one (1) Analog Audio Output for HDMI/DVI
22. Minimum three (3) USB 2.0 ports
23. Minimum one (1) LAN (network) Ethernet port
24. Multi-Lingual Menu capability
25. Must include Wireless LAN Adapter
26. Must have DLNA capability
27. Must have Closed Captioning capability
28. Power Supply must be AC 120V, 60Hz
29. Must include Swivel Base (Left/Right) with ability for television to pivot on its base for optimal viewing

Item 3 – Qty 33 - PolyCom CX5000, or equal, Conferencing Stations, with Power Data Block

Must include the following:

1. Station must fully integrate with West Virginia Office of Technology and Division of Rehabilitation Services computer systems, including, but not limited to Microsoft Live Meeting (version 8.0.6362.128) and Microsoft Communications Server.
2. Station must provide a 360-degree panoramic view of the entire room, which can be sent to all far-end participants, providing a continuous view of everyone in the meeting room. In addition, a second video view of the active speaker must also be able to be sent.
3. Station must have the capability to automatically focus on the current speaker and track the flow of conversation so that the active speaker can always be identified. Both of these video views plus the content being shared are all shown on the same screen for remote participants who are connected to the same Live Meeting 2007 session. When used with the Office Communicator 2007 client in an Office Communications Server 2007 environment, the active speaker view is sent to all remote participants, bringing video, voice, and instant messaging availability.
4. Station must include a USB connector that can connect to any PC or laptop running the Live Meeting 2007 or Office Communicator 2007 client so the participants need no additional equipment to join the meeting.
5. Station must be compatible with the following minimum specified computer:
 - Microsoft Windows® XP, 32-bit with service pack 2 (SP2) or later, or Windows Vista, 32- or 64-bit
 - 2.0 GHz or faster processor
 - 2 GB of RAM or more
 - 1.5 GB of available hard disk space
 - Video card with 128 MB of RAM or more and support for full hardware acceleration
 - 1024 x 768 or higher resolution video card and monitor

- Wired Ethernet connection
6. Station must provide the following minimum video specifications:
 - Camera resolution: 3700 x 600 pixels
 - Panoramic video resolution: 1056 x 144 pixels
 - Active speaker video resolution
 - CIF: 352 x 288 pixels
 - VGA: 640 x 480 pixels
 - Frame rate for panoramic and active speaker video:
 - 15 frames per second with 60 Hz AC power
 - 12.5 frames per second with 50 Hz AC power
 7. Station must include the following minimum Touch Screen specifications:
 - 12-key telephone keypad
 - Information navigation keys
 - Delete key
 8. Station must include the following minimum Hard Keys specifications:
 - On-hook/off-hook, flash, mute, volume up, • volume down, information keys
 9. Station must include the following minimum Audio Performance specifications:
 - Console Loudspeaker – minimum Frequency response: 300 Hz - 3.4 kHz --in PBX/PSTN mode, 150 Hz - 7.5 kHz when used with Office Communications Server 2007 or Office Live Meeting 2007
 - Volume: Adjustable to 89 dBA SPL (peak) --volume at 0.5 meters
 10. Station must include the following minimum Console Microphone specifications:
 - 6 directional microphones, 150 Hz - 3.4 --kHz
 - Full Duplex - Class 2
 11. Station must include the following minimum Interface specifications:
 - System cable: proprietary interface to Base
 - Telecom interface: RJ-11 POTS connection to PBX or PSTN
 - Data: RJ-45 10/100 Ethernet for system management
 - Software download mode: Download server or command line via USB
 - Network requirements: Compatible with standard PBX and PSTN networks
 12. Must include two (2) directional satellite microphones, 150 Hz - 3.4 kHz
 13. Must include one (1) External Dial Pad with the following minimum specifications:
 - USB Human Interface Device (HID)
 - 12-key keypad
 - On-hook/off-hook, flash, mute, volume up, volume down and delete keys
 - 16-character backlit alphanumeric display

COST SHEET
DRS120241*See pricing Tab*

Item	Qty	Description	Unit Price	Extended Cost
1	42	minimum 65" Plasma Television	\$	\$
2	4	minimum 55" Plasma Television	\$	\$
3	33	Conference Station	\$	\$
Total for Evaluation				\$

Quotes shall be all-inclusive. No separate reimbursement will be made for shipping or any other expense.

Award shall be made to the lowest bid vendor meeting specifications.

55" Panasonic Viera Series	65" Panasonic Viera Series	CX5000 Polycom Station	Ship To Address :
1	1	WV Div of Rehab Services Putnam County Office 115 Liberty Square Hurricane, WV 25526 ATTN: Patti Shafer	
2	1	WV Div of Rehab Services Charleston District/Branch Office 4701 MacCorkle Avenue, SE Charleston, WV 25304 ATTN: Patti Shafer	
1	1	WV Div of Rehab Services Pt. Pleasant Branch Office 209 5th Street Pt. Pleasant, WV 25661 ATTN: Patti Shafer	
1	1	WV Div of Rehab Services Spencer Branch Office 321 Market Street Spencer, WV 25276 ATTN: Patti Shafer	
2	1	WV Div of Rehab Services Clarksburg District/Branch Office 107 Cambridge Place Bridgeport, WV 26330 ATTN: Patti Shafer	
1	1	WV Div of Rehab Services Fairmont Branch Office 320 Adams Street (Veterans Square) Suite 106 Fairmont, WV 26554 ATTN: Patti Shafer	

1	1	WV Div of Rehab Services Morgantown Branch Office 1415 Earl Core Road Sabraton Plaza Morgantown, WV 26505 ATTN: Patti Shafer
1	1	WV Div of Rehab Services Weston Branch Office 346 Market Place Mall Weston, WV 26452 ATTN: Patti Shafer
1	1	WV Div of Rehab Services Elkins Branch Office 1025 North Randolph Avenue Elkins, WV 26241 ATTN: Patti Shafer
2	1	WV Div of Rehab Services Wheeling District/Branch Office Central Union Building 40 14th Street, Suite 102 Wheeling, WV 26003-3424 ATTN: Patti Shafer
1	1	WV Div of Rehab Services Parkersburg Branch Office State Office Bldg., 400 5th Street Parkersburg, WV 26101 ATTN: Patti Shafer
1	1	WV Div of Rehab Services Weirton Branch Office 100 Municipal Plaza, Suite 200 Weirton, WV 26062 ATTN: Patti Shafer
1	1	WV Div of Rehab Services

Sistersville Branch Office
714 Wells Street
Sistersville, WV 26175
ATTN: Patti Shafer

2 1 WV Div of Rehab Services
Beckley District/Branch Offices
800 New River Town Center
Beckley, WV 25801
ATTN: Patti Shafer

1 1 WV Div of Rehab Services
Princeton Branch Office
195 Davis Street
Princeton, WV 24739
ATTN: Patti Shafer

1 1 WV Div of Rehab Services
Oak Hill Branch Office
549 Mall Road
Oak Hill, WV 25901
ATTN: Patti Shafer

1 1 WV Div of Rehab Services
Lewisburg Branch Office
777 North Jefferson Street
Suite 105
Lewisburg, WV 24901
ATTN: Patti Shafer

1 1 WV Div of Rehab Services
Summersville Branch Office
830 Northside Drive
Suite 113
Summersville, WV 26651
ATTN: Patti Shafer

2 1 WV Div of Rehab Services

Huntington District/Branch Offices
2699 Park Avenue
Suite 200
Huntington, WV 25704
ATTN: Patti Shafer

1	1	WV Div of Rehab Services Logan Branch Office 216 Dingess Street Logan, WV 25601 ATTN: Patti Shafer
1	1	WV Div of Rehab Services Mullens Branch Office 316 Howard Avenue Mullens, WV 25882 ATTN: Patti Shafer
1	1	WV Div of Rehab Services Welch Branch Office 110 Park Avenue Welch, WV 24801 ATTN: Patti Shafer
2	1	WV Div of Rehab Services Martinsburg District/Branch Offices 891 Auto Parts Place, Suite 131 Martinsburg, WV 25403-2358 ATTN: Patti Shafer
1	1	WV Div of Rehab Services Moorefield Branch Office 1929-1 State Road 55 Suite 217 Moorefield, WV 26836 ATTN: Patti Shafer

1	1	1	WV Div of Rehab Services Romney Branch Office c/o WV Schools f/t Deaf & Blind Antigo Place Romney, WV 26757 ATTN: Patti Shafer
1	1	1	WV Div of Rehab Services Keyser Branch Office 603 Locust Street Keyser, WV 26726 ATTN: Patti Shafer
1	1	1	WV Div of Rehab Services Rehab Tech North 5000 Greenbag Road, Suite F14-F15 Morgantown, WV 26501 ATTN: Patti Shafer
2	5	1	WV Div of Rehab Services 10 McJunkin Road Nitro, WV 25143 ATTN: Patti Shafer
2	4	5	WV Div of Rehab Services 107 Capital Street (Lower Level/Basement) Charleston, WV 25301 ATTN: Patti Shafer
4	42	33	Total

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.

- 1. Application is made for 2.5% resident vendor 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; or,
2. Application is made for 2.5% resident vendor 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,
3. Application is made for 2.5% resident vendor preference for the reason checked: 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; or,
4. Application is made for 5% resident vendor preference for the reason checked: Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked: Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of 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) reject the bid; 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 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.

Verizon Business Network Services Inc. on behalf of

Bidder: Verizon Network Integration Corp.

Signed: Patricia L Myers

Date: 11/16/11

Title:

Patricia L Myers
Manager

Pricing/Contract Management

*Check any combination of preference consideration(s) indicated above, which you are entitled to receive

DRS120241

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owed is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

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

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

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

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

WITNESS THE FOLLOWING SIGNATURE

Verizon Business Network Services Inc. on behalf of

Vendor's Name: Verizon Network Integration Corp.

Authorized Signature: *Patricia Meyer* Date: 11/16/11

State of Mississippi

County of Hinds, to-wit:

Taken, subscribed, and sworn to before me this 16 day of November, 2011.

My Commission expires 08 February, 2013.

AFFIX SEAL HERE

NOTARY PUBLIC *Chrissa L. Staton*



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 provision 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** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses 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. **FEES OR COSTS** - 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 deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
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 Integration Cor

Company Name: _____

Signed:  _____

Patricia L Myers

Manager

Pricing/Contract Management

Date: _____ 11/16/11

System Agreement

Routing Code: 5CPE

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

<p>A. Verizon Entity Name ("Verizon"): Verizon Business Network Services Inc. on behalf of Verizon Network Integration Corp</p>	<p>B. Customer Name ("Customer") State of West Virginia -Division of Rehabilitation</p>
<p>Address: 4700 MacCorkle Avenue, SE</p>	<p>Address: Various locations as indicated by order</p>
<p>City: Charleston State: WV Zip Code: 25304</p>	<p>City: State: Zip Code:</p>
<p>Contact Name and Phone Number: Chip Merritt</p>	<p>Customer Billing Address (if different):</p>
<p>Quote Number (if applicable) _____</p>	<p>City: State: Zip Code:</p>
	<p>Contact Name and Phone Number: Shelly Murray, 304-558-8801</p>

<p>C. Select all applicable options:</p> <p><input checked="" type="checkbox"/> New System/Service Sale <input type="checkbox"/> Adds/Upgrade to Existing System <input type="checkbox"/> Installation Services <input type="checkbox"/> International Purchase and Sale (Drop Ship)</p> <p>VERIZON MAINTENANCE SERVICES</p> <p><input type="checkbox"/> IP PBX Supplemental <input type="checkbox"/> Optical LAN Solutions <input type="checkbox"/> 8x5 Switch & Phones <input type="checkbox"/> 8x5 Switch & Proprietary Phones <input type="checkbox"/> 8x5 Switch Only <input type="checkbox"/> 8x5 Ancillary/Auxiliary Equipment <input type="checkbox"/> 8x5 Nortel Norstar <input type="checkbox"/> 8x5 NEC Electra Elite <input type="checkbox"/> 8x5 Business Communication Manager <input type="checkbox"/> 8x5 Centrex CPE <input type="checkbox"/> 24x7 Switch & Proprietary Phones <input type="checkbox"/> 24x7 Switch Only <input type="checkbox"/> 24x7 Ancillary/Auxiliary Equipment</p>	<p>Verizon Maintenance Services Cont'd.</p> <p><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</p> <p><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> <p>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). <input type="checkbox"/> Nortel Extended Service <input type="checkbox"/> Cisco SMARTnet <input type="checkbox"/> Other:</p>
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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. _____



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 (hereinafter collectively the "System") and/or professional services as described in this Agreement and as further described in a Statement of Work and any Exhibit attached hereto.

1.1 For Equipment Sale and Installation Services: Verizon will provide and, if applicable, install the 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 Maintenance Services Exhibit. The foregoing exhibit does not apply to maintenance services provided by a third party. 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).

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 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 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.

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:



System Agreement

- 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. Upon final payment, title shall pass to Customer and Verizon will release its security interest. Customer will not grant or convey to any other person or entity a security interest in, or permit placement of a lien on, the System unless and until Customer has paid Verizon in full for such System.

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

9. Customer Responsibilities. Customer will:

9.1. Allow Verizon access for installation, inspection, testing, maintenance and repair of the System and performance of any required activity.

9.2. Provide suitable building facilities for the System in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes.



System Agreement

- 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 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 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.



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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 involving: (i) automated call processing, automated voice service, automated customer service or combined live operator/automated systems processing used in processing or completing calls, (ii) automated bridging of more than two callers utilizing some form of "listen only" (unilateral) communication combined with some form of interactive communication, (iii) prepaid calling products or services, (iv) wireless telecommunications services or support therefor, or (v) "music on hold" service; or (c) any indirect, special, consequential or incidental damages arising out of any Claim.

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



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

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

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

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

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



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discoveries, concepts, ideas, designs, methods and information developed, acquired, owned, produced, or practiced at any time by a party, and all non-public information relating to the business of such party.

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

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

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



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- 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) 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.
- 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



System Agreement

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.
on behalf of Verizon Network Integration Corp.

Customer: State of WV - Division of Rehabilitation

By: *Patricia L Myers*
Print Name: Patricia L Myers
Name: _____
Title: _____
Date: _____

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

