Commonwealth of Virginia
Virginia Information Technologies Agency

# ELECTRONIC MEDIA/VIDEOCONFERENCING EQUIPMENT

## Optional Use Contract

| | |
|---|---|
| Date: | March 7, 2011 |
| Contract #: | VA-050912-WHIT |
| Authorized User: | All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia* |
| Supplier: | The Whitlock Group<br>3900 Gaskins Road<br>Richmond, VA 23233 |
| FIN: | 54-0617014 |
| Contacts: | See Attached List of Contacts |
| Pricing: | See Exhibit B |
| Term: | April 1, 2011 – May 31, 2011 |
| Payment: | Net 30 days |
| Delivery: | 30 days ARO or Date Established in Individual Orders |

For Additional Information, Please Contact:

Virginia Information Technologies Agency
Supply Chain Management

Greg Scearce
Phone: 804-416-6166
Email: gregory.scearce@vita.virginia.gov
Fax: 804-416-6361

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at: http://www.vita.virginia.gov/procurement/contracts.cfm

Prior review and approval by the **VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA)** for purchases in excess of $100,000.00 is required for State Agencies and Institutions only.

**CONTRACT #VA-050912-WHIT**
**CONTRACT CHANGE LOG**

| Change No. | Description of Change | Effective Date |
|---|---|---|
| 1 | Mod 1 - Price Change | 5/15/06 |
| 2 | Mod 2 extends contract term | 9/29/07 |
| 3 | Updates VITA's contact information | 11/21/07 |
| 4 | Mod 3 extends contract term | 9/29/08 |
| 5 | Mod 4 updates IFA language in the contract | 7/28/08 |
| 6 | Mod 5 adds additional equipment to the contract | 9/26/08 |
| 7 | Mod 6 extends the contract term | 9/29/09 |
| 8 | Updates VITA's contact information | 2/18/10 |
| 9 | Mod 7 extends contract for an additional 6 months | 9/29/10 |
| 10 | Mod 8 extends contract for an additional 2 months | 4/1/11 |
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**MODIFICATION #8**
**TO**
**CONTRACT NUMBER VA-050912-WHIT**
**BETWEEN THE**
**COMMONWEALTH OF VIRGINIA**
**AND**
**THE WHITLOCK GROUP**

This MODIFICATION #8 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and THE WHITLOCK GROUP, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #8 is hereby incorporated into and made an integral part of Contract VA-050912-WHIT (the Agreement), as modified.

Modification #8 allows for an extension to the above referenced contract

**The term of the contract is extended under the same terms for the period beginning April 1, 2011 through May 31, 2011.**

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

These changes are effective immediately.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

THE WHITLOCK GROUP

BY: [signature]

NAME: Douglas S. Hall

TITLE: CEO

DATE: 3/7/11

COMMONWEALTH OF VIRGINIA

BY: [signature]

NAME: Samuel A. Nixon Jr.

TITLE: CIO

DATE: 3/7/11

**MODIFICATION #7**
**TO**
**CONTRACT NUMBER VA-050912-WHIT**
**BETWEEN THE**
**COMMONWEALTH OF VIRGINIA**
**AND**
**THE WHITLOCK GROUP**

This MODIFICATION #7 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and THE WHITLOCK GROUP, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #7 is hereby incorporated into and made an integral part of Contract VA-050912-WHIT (the Agreement), as modified.

Modification #7 allows for an extension to the above referenced contract

**The term of the contract is extended under the same terms for the period beginning September 29, 2010 through March 31, 2011.**

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

These changes are effective immediately.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

| THE WHITLOCK GROUP | COMMONWEALTH OF VIRGINIA |
|---|---|
| BY: [signature] | BY: [signature] |
| NAME: DOUGLAS S. HALL | NAME: Susan S Woods |
| TITLE: CEO | TITLE: Director, Scm |
| DATE: 9/23/10 | DATE: Sept. 27 2010 |

**MODIFICATION #6**
**TO**
**CONTRACT NUMBER VA-050912-WHIT**
**BETWEEN THE**
**COMMONWEALTH OF VIRGINIA**
**AND**
**THE WHITLOCK GROUP**

This MODIFICATION #6 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and THE WHITLOCK GROUP, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #6 is hereby incorporated into and made an integral part of Contract VA-050912-WHIT (the Agreement), as modified.

Modification #6 allows for an extension to the above referenced contract

**The term of the contract is extended under the same terms for the period beginning September 29, 2009 through September 28, 2010.**

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

These changes are effective immediately.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

| THE WHITLOCK GROUP | COMMONWEALTH OF VIRGINIA |
|---|---|
| BY: [signature] | BY: [signature] |
| NAME: DOUGLAS S. HALL | NAME: GREGORY H. SCEARCE |
| TITLE: CEO | TITLE: STRATEGIC SOURCING SPECIALIST |
| DATE: 8/24/09 | DATE: 8-28-09 |

# MODIFICATION #5
# TO
# CONTRACT NUMBER VA-050912-WHIT
# BETWEEN THE
# COMMONWEALTH OF VIRGINIA
# AND
# THE WHITLOCK GROUP

This MODIFICATION #5 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and THE WHITLOCK GROUP, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #5 is hereby incorporated into and made an integral part of Contract VA-050912-WHIT (the Agreement), as modified.

Modification #5 allows for the following products to be added to the contract:

| VENDOR | CATEGORY | DESCRIPTION | DISCOUNT |
|---|---|---|---|
| Panasonic | Audiovisual – Projectors (installed – larger than 7 lbs) | All Product (hardware, software) maintenance, and support in this product category | 34% |
| Panasonic | Audiovisual – Projectors (portable – 7lbs or less) | All product (hardware, software) maintenance, and support in this product category. | 34% |
| Victory Mounts | Audiovisual – Integration Devices | All product (hardware, software), maintenance, and support in this product category | 15% |

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

These changes are effective immediately.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

THE WHITLOCK GROUP

BY: [signature]

NAME: DOUGLAS S. HALL

TITLE: CEO

DATE: 9/22/08

COMMONWEALTH OF VIRGINIA

BY: [signature]

NAME: GREGORY SCEARCE

TITLE: STRATEGIC SOURCING SPECIALIST

DATE: 9-22-08

**MODIFICATION #4**
**TO**
**CONTRACT NUMBER VA-050912-WHIT**
**BETWEEN THE**
**COMMONWEALTH OF VIRGINIA**
**AND**
**THE WHITLOCK GROUP**

This MODIFICATION #3 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "Commonwealth," and The Whitlock Group, hereinafter referred to as "Contractor."

Reference Contract VA-050912-WHIT, Page 7, Paragraph 4.J entitled "Supplier's Report of Sales and Industrial Funding Adjustment".

"Both Commonwealth and Contractor do hereby agree to replace the language in the above reference of the Contract with the following revised language effective as of the date signed by Contractor below.

**"Supplier's Report of Sales and Industrial Funding Adjustment**
By the 10th day of every month, the Supplier shall submit the "Supplier Monthly Report of Sales". A template showing the format in which the report is to be submitted and contact information for submission is available at http://www.vita.virginia.gov/scm/default.aspx?id=4450 under "Supplier Reporting". The report shall be submitted via electronic mail to the VITA IFA Coordinator and shall report total sales (defined for purposes of this report as all invoiced payments received by Supplier from all Authorized Users) for this Contract during the preceding month. Supplier shall be responsible for submitting the monthly report of sales even if Supplier has had no sales (i.e., a $0.00 total sales value) for the reporting period.

The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such "Supplier Monthly Report of Sales" within thirty (30) days after submitting the "Supplier Monthly Report of Sales". The IFA payment is equal to two percent (2%) of total sales reported during the relevant month.

The IFA payment shall be submitted to VITA, Attention VITA Controller in the form of a check or electronic payment, made payable to the Treasurer of Virginia. The IFA payment shall reference this Contract number, "report amounts", and "report period" and shall be accompanied by a copy of the relevant "Supplier Monthly Report of Sales". Contact information for submission of IFA payments is available at http://www.vita.virginia.gov/scm/default.aspx?id=4450 under "Supplier Reporting".

Failure to comply with reporting, payment and distribution requirements of this section may result in default of the Contract."

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

| THE WHITLOCK GROUP | COMMONWEALTH OF VIRGINIA |
|---|---|
| BY: Mark C Baker | BY: Doug Crenshaw |
| NAME: Mark Baker | NAME: Doug Crenshaw |
| TITLE: CEO | TITLE: Sourcing manager |
| DATE: 1-18-08 | DATE: 7/28/08 |

**MODIFICATION #3**
**TO**
**CONTRACT NUMBER VA-050912-WHIT**
**BETWEEN THE**
**COMMONWEALTH OF VIRGINIA**
**AND**
**THE WHITLOCK GROUP**

This MODIFICATION #3 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and THE WHITLOCK GROUP, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #3 is hereby incorporated into and made an integral part of Contract VA-050912-WHIT (the Agreement), as modified.

Modification #3 allows for an extension to the above referenced contract

**The term of the contract is extended under the same terms for the period beginning September 29, 2008 through September 28, 2009.**

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

These changes are effective immediately.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

| THE WHITLOCK GROUP | COMMONWEALTH OF VIRGINIA |
|---|---|
| BY: | BY: |
| NAME: DOUGLAS S. HALL | NAME: GREGORY SCEARCE |
| TITLE: CEO | TITLE: STRATEGIC SOURCING SPECIALIST |
| DATE: 7/22/08 | DATE: 7-24-08 |

**MODIFICATION #2**
**TO**
**CONTRACT VA-050912-WHIT**
**BETWEEN**
**THE COMMONWEALTH OF VIRGINIA**
**AND**
**THE WHITLOCK GROUP**

This MODIFICATION #2 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and The Whitlock Group, hereinafter referred to as "Contractor" relating to the modification of the above Contract or Agreement. This Modification #2 is hereby incorporated into and made an integral part of Contract VA-050912-WHIT.

The purpose of this Modification #2 is to document both parties' agreement concerning Contract renewal.

**Reference: Contract VA-050912-WHIT, Page 4, paragraph 3 entitled "Term and Termination."**

Both above-referenced parties do hereby agree to extend the term of the Agreement from September 29, 2007 through September 28, 2008.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-050912-WHIT and cannot be modified, except by a writing signed by the duly authorized representatives of both parties.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

| THE WHITLOCK GROUP | COMMONWEALTH OF VIRGINIA |
|---|---|
| BY: Douglas S. Hall | BY: George S. Goodman Jr |
| NAME: Douglas S. Hall | NAME: George S. Goodman, Jr. |
| TITLE: CEO | TITLE: IT Sourcing Consultant |
| DATE: 9/17/07 | DATE: 9-20-07 |

**MODIFICATION #1**
**TO**
**CONTRACT NUMBER VA-050912-WHIT**
**BETWEEN THE**
**COMMONWEALTH OF VIRGINIA**
**AND**
**THE WHITLOCK GROUP**

This MODIFICATION #1 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", and The Whitlock Group, hereinafter referred to as "Contractor".

Reference Contract VA-050912-WHIT, Exhibit B, "Pricing"

Both above-referenced parties do hereby agree to add items listed on the attached spreadsheet entitled the "Whitlock Additions, May 2006.XLS" at the discount rates listed on that spreadsheet.

**ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.**

**PERSONS SIGNING THIS CONTRACT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE CONTRACT.**

| THE WHITLOCK GROUP | COMMONWEALTH OF VIRGINIA |
|---|---|
| BY: | BY: |
| NAME: DOUGLAS S. HALL | NAME: Doug Crenshaw |
| TITLE: COO | TITLE: Strategic Sourcing manager |
| DATE: | DATE: 5-15-06 |

EXHIBIT B

The Whitlock Group
*broadcast & presentation solutions*

**Proposed Adds VA-050912-WHIT**

| | | Exceptions (other than "ALL") | Discount |
|---|---|---|---|
| Audiotrak | Audiovisual - Speakers | All product (hardware, software), maintenance, and support in this product category | 20% |
| Audiotrak | Audiovisual - Audio Amplifiers and Mixers | All product (hardware, software), maintenance, and support in this product category | 13% |
| Avocent | Audiovisual - Integration Devices | All product (hardware, software), maintenance, and support in this product category | 10% |
| Tech Panel | Audiovisual - LCD Monitors (large--over 30") | All product (hardware, software), maintenance, and support in this product category | 5% |
| QSC | Audiovisual - Speakers | All product (hardware, software), maintenance, and support in this product category | 12% |
| Mitsubishi | Audiovisual - LCD Monitors (large--over 30") | All product (hardware, software), maintenance, and support in this product category | 27% |
| Mitsubishi | Audiovisual - Projectors (portable -- 7lbs or less) | All product (hardware, software), maintenance, and support in this product category | 30% |
| Mitsubishi | Audiovisual - Projectors (installed -- larger than 7 lbs) | All product (hardware, software), maintenance, and support in this product category | 30% |
| Polyvision (Thunder Series) | Audiovisual - Electronic Whiteboards - Thunder Series | All product (hardware, software), maintenance, and support in this product category | 5% |
| Progressive Marketing | Audiovisual - Integration Devices | All product (hardware, software), maintenance, and support in this product category | 12% |

| | |
|---|---|
| **SUPPLIER POINTS OF CONTACT** | |
| | |
| **Contract Administration**<br>Doug Hall, Contract Administrator<br>The Whitlock Group<br>3900 Gaskins Road<br>Richmond, VA 23233<br>Telephone: (800) 726-9843<br>Email: halld@whitlock.com | **Sales & IFA Reporting**<br>Todd White, Account Manager<br>Telephone: (800) 726-9843<br>Email: whitet@whitlock.com |
| | |
| **Customer Service -**<br>**Order Processing/Delivery/Status**<br><br>Staci Saunders, Customer Service Manager<br>Telephone: (800) 726-9843<br>Email: saunders@whitlock.com | **Engineering Support Services**<br><br>Randy Stewart, Director of Engineering<br>Telephone: (800) 726-9843<br>Email: stewartr@whitlock.com |
| | |
| **Integration Scheduling**<br><br>Marie Jones, Technical Operations Coord.<br>Telephone: (800) 726-9843<br>Email: jonesm@whitlock.com | |

# MASTER PRODUCT AND MAINTENANCE CONTRACT
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# MASTER PRODUCT
# AND MAINTENANCE CONTRACT

THIS MASTER PRODUCT AND MAINTENANCE CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia, and The Whitlock Group ("Whitlock", "Supplier") to be effective as of _____, 20__ ("Effective Date"). VITA and Supplier are referred to herein individually as "Party" and collectively as the "Parties."

**1. PURPOSE**

This Contract sets forth the terms and conditions under which Supplier agrees to sell certain of Supplier's Product, and to provide various Services to the Authorized Users.

**2. DEFINITIONS**

**A. Acceptance**

Acceptance shall take the form of

- successful delivery to the designated ship to location (Receipt) [for delivery only orders].
- completed acceptance testing in conformance with the Requirements as determined by VITA or Authorized User in the applicable order. If acceptance testing has not been completed within 30 days of installation or documented Receipt of the products, the products and/or services ordered will be deemed accepted [for orders that include installation and/or integrator services].

**B. Authorized User**

All Public Bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

**C. Confidential Information**

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to the other Party in connection with or as a result of discussions related to this Contract, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the Disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

**D. Product**

Product, peripherals, and any other equipment, including the System Software, all upgrades, all applicable user documentation and related accessories as set forth on Exhibit A provided pursuant to this Contract.

**E. Receipt (of Product)**

An Authorized User or its Agent has physically received the Product at the correct ship to location.

**F. Requirements**

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Product described in the applicable documentation, Supplier's Proposal and such other parameters, characteristics, or performance standards for the Product that may be agreed upon in writing by the Parties. [Note: In case of conflict, see the Entire Contract clause for order of precedence.]

**G. Service**
Any Product related services provided, by Supplier under this Contract, including certain maintenance services for the Product in accordance with the terms of the Maintenance Contract attached hereto as Exhibit D which, upon its execution, is incorporated herein by reference.

**H. System Software**
The operating system code, including software, firmware and microcode, (object code version) for each Product, including any subsequent revisions, as well as any applicable documentation.

**I. Supplier**
Includes any individual who is an employee, sub-contractor, or independent contractor of Supplier to provide Products and/or Services under this Contract.

**J. Supplier's Proposal**
Proposal submitted by Supplier and accepted by VITA, attached hereto as part of Exhibit A.

**K. VITA**
Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§2.2-2005 et seq.) of the Code of Virginia.

**L. Warranty Period**
The time period following acceptance, as specified in the order for each Product.

## 3. TERM AND TERMINATION

This Contract shall become effective on the date set forth above, upon execution by VITA and Supplier. Equipment designated for Service by Supplier as listed in Attachment A of this Contract will continue under contract for two (2) years. Thereafter, this Contract may be renewed for three (3) subsequent twelve- (12) month periods should VITA elect.

VITA may terminate this Contract, in whole or in part, with respect to the purchase of Product upon not less than forty-five 45 days prior written notice at any time for any reason. Except for month to month service, VITA may terminate the Maintenance Contract Exhibit D upon written notice to Supplier prior to each anniversary date of the Maintenance Contract Exhibit D, as provided therein. Supplier shall submit any dispute to VITA for resolution according to the terms of the Dispute Resolution Section. Upon termination, VITA shall have no future liability except for Services rendered or Product delivered by Supplier prior to the termination date.

## 4. PURCHASE, DELIVERY, INSTALLATION AND ACCEPTANCE

**A. Orders**
Supplier is required to accept any order placed through the eVA electronic procurement website portal (http://www.eva.state.va.us). eVA is the Commonwealth of Virginia's total electronic procurement solution. State agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

ii). Any order/payment transaction processed through the Commonwealth of Virginia's contract with American Express (AMEX). Each order must not exceed $5,000, or the then-current charge card limit.

i). Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing orders for the Products and Services available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract.

**B. Delivery Procedure**

Supplier shall deliver all Product F.O.B. destination, with such destination being the "ship to" address as specified in the applicable order. The delivery schedule shall be established by individual order, but shall not exceed 30 days after receipt of order (ARO) by the Supplier. Supplier shall bear all risk of loss of or damage to the Product until Receipt/Acceptance by the Authorized User and shall arrange and pay for all transportation and insurance sufficient to fully protect the Product while in transit. Each shipment shall include a packing slip indicating the Authorized User's order number, the part number, a description of the Product shipped and the quantity shipped. Each package in any shipment shall be numbered, shall have stenciled on one end and one side a description of the quantity of Product contained therein by part number and description and shall conspicuously display the number of the package in that shipment which contains the packing slip. If required by the Authorized User, Supplier shall bar code all packages shipped. If any loss to, or damage of, the Product occurs prior to Acceptance by the Authorized User, Supplier shall immediately provide a replacement item. Title shall pass upon such Acceptance.

Supplier shall make available all appropriate and/or related user documentation at the time of delivery of the first unit of each different Product type. Product delivered without the appropriate and required documentation shall be considered "shipped short" until the applicable documentation has been received.

**C. Late Delivery**

Supplier hereby acknowledges and agrees that failure to deliver the Product ordered in strict accordance with the agreed upon delivery schedule determined in accordance with this Section shall constitute a material breach of this Contract resulting in damages to the ordering Authorized User, the total sum of which would be impracticable or difficult to ascertain as of the effective date of this Contract. As an estimate of the minimum amount of damages such Authorized User will suffer, Supplier agrees to credit the Authorized User an amount equal to two percent (2%) of the total purchase price, for each day of undelivered or unoperational Product for a period of ten (10) days following the agreed upon delivery date. If the delay lasts longer than ten (10) days, the Authorized User may immediately cancel the order and collect as late delivery damages ten percent (10%), and the Authorized User reserves any and all other remedies available at law or in equity. Any credit due the Authorized User will be applied to the next periodic invoice.

In the event the Supplier fails for any reason to deliver within (60) days of the agreed upon delivery date set forth in the order/schedule, the ordering Authorized User, at its own discretion, may give Supplier oral or written notice of such breach. Once notice by such Authorized User is sent or given, the Authorized User may immediately procure the items from another source. Once the Authorized User has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act) the Parties agree that the Authorized User may charge-back Supplier, in which case Supplier agrees to reimburse the Authorized User for any difference in cost between the original contract price and the Authorized User's cost to cover from the alternate source. In no event shall any Authorized User be held to pay Supplier any costs incurred by Supplier, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of such Authorized User 's notice of breach.

**D. Purchase Price and Price Protection**

Exhibit B sets forth the price by Product type (including whole units and repairable major components thereof) and the appropriate Commonwealth discounts. Prices for Product shall not increase and the discounts shall not decrease for a period of not less than two (2) years from the effective date of this Contract. Thereafter, any increase in price shall be limited to once per twelve (12) month period and shall not exceed the lesser of 3% or the annual increase in the Consumer Price Index for All Urban Consumers, All Cities Average, Seasonally Adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (http://www.bls.gov/cpi/home.htm), for the effective date of the increase compared with the same index one (1) year prior. Supplier shall demonstrate the added value for any requested price increase. Any change in price shall be submitted to all Authorized Users in writing in accordance with the above and shall not become

effective for sixty (60) days thereafter. Semi-annually the prices for Product shall be checked against the IDC Smart Index, or other applicable industry index, and the prices in Exhibit B shall be appropriately reduced to ensure continued price competitiveness, if required. Supplier will pay any subscription costs associated with the index applicable. Supplier agrees to offer Product price reductions to ensure compliance with the Competitive Pricing Section.

**E. Purchase Payment Terms**

All payment obligations under this Contract are subject to the availability of legislative appropriations for this purpose. In the event of non-appropriation of funds for the items under this Contract, VITA may terminate this Contract, or any order, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

If any purchases are to be supported by federal funding, and such funding is not made available, VITA may terminate this Contract, or an Authorized User may terminate an order, for goods or services dependent on such federal funds without further obligation.

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until Product has been shipped. Charges older than ninety (90) days may not be paid.

In the event Product is shipped without the applicable Documentation, payment shall not be due until the required documentation is provided.

If there are any disputed items, an Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with the Authorized User, provide the Authorized User with documentation to support the charge. All payment terms are net 30 days after Acceptance.

**F. Invoice Procedure**

Supplier shall remit each invoice to the bill to address provided with the order promptly after all Products or Services have been accepted. Payment for Software support Services shall be annually in arrears unless otherwise stated herein, or in any order referencing this Contract. No invoice shall include any costs other than those identified in Exhibit B or the executed order referencing this Contract. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit B, or as noted in any executed order referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

i). Product or Service type and description

ii). Quantity, charge and extended pricing for each Product and/or Service item

iii). Applicable order date

iv). This Contract number and the applicable order number

v). Supplier's federal Employer Identification Number (EIN).

**ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY PUBLIC BODY (as that term is defined in §2.2-4301 of the Code of Virginia) OF ANY COUNTY, CITY, OR TOWN LOCATED WITHIN THE COMMONWEALTH OF VIRGINIA ARE THE SOLE OBLIGATION OF THE COUNTY, CITY, OR TOWN PLACING THE ORDER AND NOT THE RESPONSIBILITY OF VITA.**

**G. Product Installation**

Unless otherwise agreed, Supplier shall provide the initial installation of all Product at no additional charge. Installation shall include: unpacking, removal of all shipping/packing materials, positioning, connecting to internal utility services, testing, related necessary services to allow for Acceptance by the Authorized User.

All Product installations shall comply with building and facilities standards established by the ordering Authorized User. If such Authorized User installs the Product, Supplier shall provide all reasonably necessary telephone assistance at no charge.

**H. Product and/or Service Acceptance Criteria**

Product shall be accepted when the ordering Authorized User determines that it successfully operates in accordance with the Requirements, but not longer than 30 days from Receipt/installation. Such Authorized User agrees to commence acceptance testing within a reasonable time period after receipt or installation of the Product or within such other time period mutually agreed upon by the Parties. Service shall be accepted when the Authorized User determines that the Services have been provided in accordance with the Requirements, but not longer than the time specified for the completion of service, as specified in the Order, or thirty (30) days from receipt, whichever is longer. Supplier agrees to provide to the Authorized User such assistance and advice as the Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses incurred which are reimbursable by the Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts.

**I. Product Discontinuation**

During the term of this Contract, if any Product listed on Exhibit A is discontinued and Supplier does not offer a substitute acceptable to VITA, Supplier shall, for each Authorized User who purchased the discontinued Product, continue to meet such Authorized User's needs for the discontinued Product for not less than three (3) months. Additionally, Supplier shall make available to the Authorized User maintenance parts for discontinued Product for five (5) years from the date of such discontinuation. In every event, Supplier will provide any Authorized User with 120 days advance written notice of its intent to discontinue any Product type previously ordered by such Authorized User.

**J. Supplier's Report of Sales and Industrial Funding Adjustment**

The Supplier shall submit the "Supplier Monthly Report of Sales" which is available online at: (URL to be provided at later date). The report shall be submitted in electronic form via electronic mail to the VITA Contract Administrator and the VITA Controller (email addresses to be provided upon award), by the 10th day of every month, reporting all invoices paid by VITA for the preceding month. The report shall also show a cumulative record of all sales which shall carry forward for the duration of the Contract. The Supplier Monthly Report of Sales template (in MS Excel format) indicated at the link above is required to be used by the Supplier and provided to VITA.

The "Supplier Monthly Report of Sales" is a detailed record that is prepared from actual invoices submitted to and paid by the Authorized User pursuant to this Contract. Data submitted shall include Name of Project, Supplier's tax identification number, invoice date, invoice number, order number, name of requesting entity, User name and telephone number, amount billed for services performed for previous month, and IT service category.

The Supplier shall submit Industrial Funding Adjustment payment at the same time as submitting the "Supplier Monthly Report of Sales" in the form of a check or electronic funds disbursement made payable to the Controller of VITA, based on 2% of total sales under this Contract. Supplier shall include this Contract number, "report amounts" and "report period" with all Industrial Funding Adjustment payments. Supplier shall remit Industrial Funding Adjustment payments made via check to: VITA, ATTN: Controller; 110 South 7th Street, 3rd Floor; Richmond, VA 23219-3931. Failure to comply with reporting and payment requirements of this section shall result in default of Contract.

## 5. PRODUCT SUPPORT

### A. VITA or Third Party Support

#### 1. Documentation and Support Availability

In the event VITA elects to discontinue the Maintenance Contract, Exhibit D, Supplier shall provide all the necessary user and installation documentation and maintenance and repair training reasonably required to enable any Authorized User to maintain and repair the Product itself or to obtain support and maintenance services from a third-party. Supplier shall also provide the documentation and training necessary to allow any Authorized User to self-maintain to the subcomponent level. In addition, Supplier agrees to provide, for a period of five (5) years from the date of the last purchase, spare parts and components at the cost set forth in Exhibit B, including those solely sourced by Supplier, to enable any Authorized User or its designated third-party maintenance provider to provide full maintenance and repair of the Product.

#### 2. Timeliness and Price

Supplier agrees to make the above-referenced documentation, training and spare parts and components available within fifteen (15) days following receipt of a written request, and at a cost set forth in Exhibit B, such cost not to exceed Supplier's published price list, or the fair market value, but in no event at prices above the lowest price paid by any other customer of Supplier. In addition, Supplier agrees to sell Product, as set forth in Exhibit attached hereto, to any Authorized User's third-party maintenance provider under contract with such Authorized User, at the prices as set forth in Exhibit B for the sole purpose of supporting the Authorized User's installed inventory. Supplier agrees to document and provide to all Authorized Users in a timely manner any and all revisions to information and parts and components lists as they are developed or supplied by Supplier.

### B. Engineering Changes and Product Modification

For each Authorized User that purchased Product, Supplier agrees to document and provide to such Authorized User any and all planned engineering changes to the Product ninety (90) days prior to incorporation. All engineering changes which affect the safety of the Product ("Safety Changes") or the ability of the Product to meet the published specifications ("Performance Changes"), shall be made at no cost to the Authorized User. Supplier shall install all Safety Changes and Performance Changes within thirty (30) days after issuance of the engineering change order by the Product manufacturer. If such engineering changes affect Product processing or operating capability, they shall be scheduled at the Authorized User’s request as to time and at the Authorized User's option. The Authorized User shall have the option to waive/pre-approve all other engineering changes planned by Supplier on the Product delivered or planned for delivery to the Authorized User.

### C. Training

The Product purchase price includes all costs for the training of one trainer at the ordering Authorized User’s designated location on the use and operation of the Product, including instruction in any necessary conversion of such Authorized User's data for such use. Pursuant to a mutually agreed upon schedule, Supplier shall provide sufficient personnel experienced and qualified to conduct such training. Available optional training, and applicable pricing and discounts, are described in Exhibit C.

### D. Parts and Maintenance Support

Supplier agrees to make available new/like new spare parts and complete maintenance for each Product type ordered by an Authorized User, for five (5) years from the date of shipment of the last unit of any given Product type. Thereafter, Supplier shall advise such Authorized User of its intent to discontinue either certain parts or maintenance services for any Product type ordered by the Commonwealth,

Supplier shall notify the Authorized User one (1) year prior to the effective date of any such discontinuance, and shall provide to the Authorized User the opportunity to purchase spare parts in a quantity adequate to support its install base. Should Supplier advise the Authorized User of its

intent to discontinue certain parts for any Product type ordered by the Authorized User, the Authorized User has the option to request and Supplier has the obligation to provide, all documentation, including source code, required to ensure ongoing support, including full maintenance and repair by the Authorized User or its designated third-party maintenance provider within thirty (30) days prior to the discontinuance date or replace the unsupported Product with a supported Product at no more than the cost delta between the supported Product and the unsupported Product.

## 6. WARRANTY AND REMEDY

### A. Supplier

Supplier shall perform its warranty and maintenance obligations hereunder in accordance with the highest professional duty of care.

### B. Ownership

Supplier is the owner of the Product or otherwise has the right to grant to any Authorized User title to or the right to use the Product provided hereunder without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third-party. Upon receipt of payment, the ordering Authorized User shall obtain good and clear title to the Product, excluding the System Software, free and clear of all liens, claims, security interests and encumbrances.

### C. Supplier Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract that no legal proceedings have been threatened or brought against Supplier that could threaten performance of this Contract and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

### D. Compatibility

Supplier warrants that each Product provided hereunder is, and shall continue to be, data, program, and upward compatible with any other Product available or to be available from Supplier within the same family of Products so that data files created for each Product can be utilized without adaptation of the other Products, and so that programs written for the Product shall operate on the next generation of Products, and not result in the need for alteration, emulation, or other loss of efficiency for a period of not less than two (2) years.

### E. Product

Supplier warrants the following with respect to the Product:

i). If Product is pursuant to a particular Request for Proposal, such Product shall be fit for the particular purposes specified by VITA and Supplier is possessed of superior knowledge with respect to the Product and is aware that Authorized Users are relying on Supplier's skill and judgment in providing the Product;

ii). The Product shall be free of defects in material, design and workmanship;

iii). Upon delivery, the Product shall be new and in good operating condition and shall have all released engineering changes released to date already installed;

iv). Each Product delivered hereunder shall function in conformance with the Requirements;

v). Any engineering changes made to the Product or System Software revisions shall not degrade the performance of the Product to a level below that defined in the applicable Request for Proposal, and Supplier's published specifications;

vi). Upon delivery, all System Software shall be at the current release level unless otherwise requested by the ordering Authorized User; and

vii). The System Software shall not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User’s use of the System Software, nor shall

Supplier disable any Authorized User's use of such System Software through remote access or otherwise. If the System Software contains authorization codes allowing access to a data base or other software, Supplier warrants that such codes shall be perpetual and non-expiring.

**F. Warranty Services**

Supplier shall provide the following services during the warranty period (including unlimited telephonic support and all necessary travel and labor) without additional charge to maintain the Product in accordance with the Requirements:

i). Supplier shall at a minimum provide one-year return to manufacturer warranty on all proposed equipment.

ii). Supplier shall promptly notify all Authorized Users of any defects or malfunctions in the Product or documentation of which it learns from any source, correct any such defects or malfunctions or provide a workaround until corrected within ten (10) business days of knowledge of such defect or malfunction and provide all Authorized Users with corrections of same, at no additional cost. In the event that any Authorized User identifies, within such Warranty Period, any design defect or non-conformance to the Requirements, Supplier, at Supplier's sole expense, shall provide all parts, components and services required to correct the design defect and restore such item or shall replace it, so that it functions as warranted. If Supplier is unable to make the failed Product conform within forty-five (45) days following notification by such Authorized User, Supplier shall, at the Authorized User's request, accept return of such Product(s), and return all monies paid for the failed units. Service provided by Supplier to correct the design defect shall be on-site/remote. Supplier shall be solely responsible for the shipping cost to return any Product to Supplier.

iii). Make available to all Authorized Users, no later than the first day of general release, copies of the System Software and documentation revised to reflect any enhancements (including new releases and upgrades) to the System Software.

iv). If Product is non-operational at the time of installation or fails within the initial thirty (30) days of operation, Supplier shall replace such item within ten (10) days of notification of such fact by the ordering Authorized User. Any replacement Product shall become the sole property of such Authorized User and any defective Product shall become the sole property of Supplier. Supplier shall be solely responsible for the shipping cost to return Product to Supplier.

v). For a period of five (5) years following acceptance of the Product by an Authorized User, Supplier warrants that the Product's performance standards and Mean Time Between Failure (MTBF) standards, calculated based upon such Authorized User's installed base of Supplier Product, shall be at least as good as the standards set forth in Exhibit A If the Product fails to satisfy (i) the MTBF standards or (ii) the performance standards for that Product type as set forth herein, Supplier shall pay for any and all additional repairs, parts and labor required to bring Product to the appropriate level set forth in Exhibit Ancluding the cost to retrofit the entire installed Product base. If Supplier fails to so modify or replace the Product so as to achieve the MTBF standards within forty-five (45) days, the Authorized User may, at its option, return such Product and receive a full refund during the Product warranty period, or if the warranty has expired, receive a straight line pro-rated refund, by year thereafter for the five (5) year period following installation of the Product.

vi). Supplier shall provide an option to upgrade to an on-site warranty on all proposed equipment. The on-site warranty upgrade must include four (4) hour response time during normal business hours (8:00 a.m. to 5:00 p.m.) and next business day parts replacement.

vii). Resolve all problems according to the following:

a). Priority 1 (System Down) within twenty-four (24) hours

b). Priority 2 Certain Processing interrupted or malfunctioning but system able to process) within forty-eight (48) hours

c). Priority 3 (minor intermittent malfunctioning, system able to process data) within four (4) days.

The level of severity (e.g., critical, significant, other), shall be defined by Authorized User identifying the problem with the Product.

**THE OBLIGATIONS OF SUPPLIER UNDER THIS SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.**

**7. SCOPE OF USE**

Any Authorized User may use the Product, and any software licensed in connection with such Product, on a worldwide basis for the benefit of itself and its agents. Supplier further authorizes use of the Product by third parties who are under contract with an Authorized User to provide outsourcing services, including but not limited to providing application development services, data processing or facilities management services for the benefit of such Authorized User. For Products to which an Authorized User takes title under the terms of this Contract, there are no restrictions on such Authorized User's subsequent resale or distribution thereof.

**8. SOFTWARE LICENSE**

**A. License Grant**

Supplier hereby grants to each Authorized User a fully paid, perpetual, worldwide, nonexclusive, transferable, irrevocable license to use System Software for each Product. Each license granted under this Contract authorizes such Authorized User to use Supplier licensed programs in machine readable form on any system without limitation. The System Software is the property of Supplier, and no title or ownership of the System Software or any of its parts, including documentation, is transferred to the Authorized User. In the event Supplier is remarketing a commercially available software program, Supplier shall pass through the provision of the original vendor's license which shall apply in lieu of the foregoing terms and conditions. Each license granted under this Section authorizes the Authorized User to use the licensed programs in machine readable form on any system without limitation.

**B. Limitations on Copying and Disclosure**

An Authorized User may make a reasonable number of backup copies of the System Software. Such Authorized User agrees that any copies of the software or documentation which it makes pursuant to this Contract shall bear all copyright, trademark and other proprietary notices included therein by Supplier and, except as expressly authorized, the Authorized User shall not distribute same to any third-party without Supplier's prior written consent.

**C. Business Continuity and Recovery**

In the event that all of an Authorized User's copies of the System Software, including all backup copies, are destroyed, irreparably damaged or otherwise lost due to fire, explosion, sabotage, flood or other natural disaster not occasioned by the fault of such Authorized User, Supplier shall provide to the Authorized User, at no additional cost, a replacement copy of the System Software and documentation; provided however, that nothing contained in this Section shall obligate Supplier to replace or assist in the recovery of data lost concurrent with the loss of the System Software.

**9. COMPETITIVE PRICING**

Supplier warrants and agrees that each of the charges, economic or product terms or warranties granted to VITA pursuant to this Contract are comparable to or better than the equivalent charge, economic or product term or warranty being offered to any commercial or government customer of Supplier. If Supplier enters into any arrangements with another customer of Supplier or with an Authorized User to

provide Software or Services under more favorable prices, as the prices may be indicated on Supplier's current US and International price list or comparable document, then this Contract shall be deemed amended as of the date of such other arrangements to incorporate those more favorable prices, and Supplier shall immediately notify VITA of such change.

## 10. CONFIDENTIALITY

### A. Treatment and Protection

Each Party agrees to (i) hold in strict confidence all Confidential Information of the other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not to transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of such Authorized User that are bound by a non-disclosure Contract with such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

### B. Exclusions

The term "Confidential Information" shall not include information that is:

i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;

ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;

iii). independently developed by the receiving Party without reference to the Confidential Information of the other Party; or

iv). information required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

### C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Party, the receiving Party shall (i) at its own expense, (a) promptly return to the disclosing Party all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Party, or (b) upon written request from the disclosing Party, destroy such Confidential Information and provide the disclosing Party with written certification of such destruction, and (ii) cease all further use of the other Party's Confidential Information, whether in tangible or intangible form.

## 11. LIABILITY AND INDEMNIFICATION

Supplier agrees to indemnify, defend and hold any Authorized User, its officers, directors, agents and employees ("Authorized User's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, fines, judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Authorized User's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee or subcontractor of Supplier, (ii) breach of any representation, warranty or covenant of Supplier contained herein, (iii) any defect in the Product or Services, or (iv) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Product or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations For state agencies the applicable laws include §§ 2.2-510

and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to the Authorized User against whom the claim has been asserted.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Product or Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Product or Services, or any component thereof; or (b) replace or modify such infringing Product or Services, or any component thereof, with non-infringing Products or Services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement Product or reimburse any Authorized User for the reasonable costs incurred by such Authorized User in obtaining an alternative product in the event such Authorized User cannot use the affected Product. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing component of the Product or Services, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components.

**EXCEPT WITH REGARD TO CLAIMS FOR PROPERTY DAMAGE, PERSONAL INJURY OR INFRINGEMENT, AND THE INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, WITH RESPECT TO EACH OF WHICH LIABILITY SHALL NOT BE LIMITED PURSUANT TO THIS SECTION, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY (OR THE INDEMNIFIED PARTIES OF SUCH PARTY) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.**

**12. SECURITY COMPLIANCE**

Supplier agrees to comply with all provisions of VITA's then current security procedures as are pertinent to Supplier's operation and have been supplied to Supplier by VITA and further agrees to comply with all applicable federal, state and local laws. Supplier shall indemnify, defend, and hold VITA, its officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from VITA, its officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant to this Section.

**13. BANKRUPTCY**

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, or ceases business operations for any reason and other than assignment as allowed by this Contract, then VITA may immediately terminate this Contract on notice to Supplier unless Supplier immediately gives VITA adequate assurance of the future performance of this Contract. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect VITA's right to pursue or enforce any of its rights under this Contract or otherwise.

**14. GENERAL**

**A. Relationship Between VITA and Supplier**

Supplier has no authority to contract for VITA or in any way to bind or to commit VITA to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of VITA. Under no circumstances shall Supplier, or any of its employees, hold itself out as or be considered

an agent or an employee of VITA, and VITA shall have no duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that VITA is not responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA, shall be reimbursed by Supplier upon demand by VITA.

**B. Incorporated Contractual Provisions**

The contractual provisions at the following URL are statutorily mandated provisions that are hereby incorporated by reference, including the contractual claims provision §2.2-4363 of the Code of Virginia: http://www.vita.virginia.gov/procurement/documents/terms_04-05sw.pdf.

**C. Governing Law**

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

**D. Dispute Resolution**

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final payment; however, written notice of the Supplier's intention to file such claim must be given to VITA at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. VITA shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to VITA's alternative dispute resolution (ADR) procedures. Supplier may invoke VITA's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by VITA, Supplier's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Supplier's remedies include the right to terminate any license or support services hereunder.

**E. Advertising and Use of Proprietary Marks**

Supplier shall not use any Authorized User's name or refer to any Authorized User , directly or indirectly, in any press release or formal advertisement without receiving prior written consent of Such Authorized User. In no event may Supplier use a proprietary mark without receiving the prior written consent of the Authorized User.

**F. Notices**

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the signature page. Either Party may change its address for notice purposes by giving the other Party notice of such change in accordance with this Section.

**G. No Waiver**

Any failure to enforce any terms of this Contract shall not constitute a waiver.

**H. Assignment**

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of each party hereto. Supplier may not assign, subcontract, delegate or otherwise convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of the Parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be 30 days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

**I. Captions**

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

**J. Severability**

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. The Parties further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

**K. Survival**

The provisions of this Contract regarding Software License, Warranty, Confidentiality, Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

**L. Force Majeure**

Neither Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination.

**M. Remedies**

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA reserves any and all other remedies that may be available at law or in equity.

**N. Right to Audit**

VITA reserves the right to audit those Supplier records that relate to the Product purchased and Services rendered or the amounts due Supplier for such services under this Contract. VITA's right to audit shall be limited as follows:

i). Three (3) years from Service performance date;

ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and

iii). Excludes access to Supplier cost information.

**O. Contract Administration**

Supplier agrees that at all times during the term of this Contract an account executive, at Supplier's senior management level, shall be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

**P. Entire Contract**

The following Exhibits, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

Exhibit A Request for Proposal and Supplier's Proposal

Exhibit B Pricing

Exhibit C Whitlock Procedures Manual

Exhibit D Maintenance Contract

This Contract, its Exhibits, and any prior NDA constitute the entire agreement between the Parties and supersedes any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedents shall apply:

1. **This document**
2. **Suppliers Cost Proposal**
3. **Suppliers Technical Proposal**
4. **Request for Proposal 2005-027**

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract with its legal counsel.

Executed as of the last date set forth below by the undersigned authorized representatives of the Parties.

Supplier THE WHITLOCK GROUP

By: _____

(Signature)

Name: DOUGLAS S. HALL

(Print)

Its: CFO

Date: 9/13/05

VITA

By: _____

(Signature)

Name: Doug Crenshaw

(Print)

Its: Strategic Sourcing Manager

Date: 9/29/05

Address for Notice:

THE WHITLOCK GROUP
3900 GASKINS ROAD
RICHMOND, VA 23233

Attention: DOUG HALL

Address for Notice:

_____
_____
_____

Attention: Contract Administrator

**EXHIBIT A**
**CONTRACT NUMBER VA-050912-WHIT**
**BETWEEN**
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY**
**AND**
**The Whitlock Group**

Exhibit A is hereby incorporated into and made an integral part of Contract Number VA-050912-WHIT ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and The Whitlock Group ("Whitlock" or "Contractor").

In the event of any discrepancy between this Exhibit A and Contract No. VA-050912-WHIT, the provisions of Contract No. VA-050912-WHIT shall control

# REQUIREMENTS / STATEMENT OF NEED

Suppliers are required to indicate their capability of fulfilling each requirement below. Those answers will be prioritized and compared to the capabilities of each of the suppliers' products and/or services, in order to determine the best solution for VITA.

Detailed requirements are presented in questionnaire format to facilitate direct responses and establish accountability regarding delivery of services by the Supplier. In order to respond to each requirement, you are requested to enter a code in the space provided in Column A that best corresponds to your intended response for the requirements listed.

The acceptable codes for Column A are as follows:

**Y** = "Yes" - You can fully meet the requirement as documented. Include documentation showing how you will fulfill the requirement, including any alliances with other suppliers. Indicate in Column B a description or if necessary, cross-reference to the appropriate section of your proposal.

**F** = "Yes, Future" - You will be able to fully meet this requirement for VITA in the near future. Provide a proposed start date and cross-reference any attached documentation in Column B.

**N** = "No" - You cannot meet the requirement and you have no plans at the present time to be in the position to meet this need.

In a few instances, we have posed some open-ended questions in situations where the answer will not be a yes or no. Please provide adequate information to allow VITA to properly evaluate your proposal.

**A. Audio Visual Products:**

It is the intention of the Commonwealth to have Offerors propose a discount percentage (either by complete catalog or categories within a catalog) to current catalog prices listed on a referenced, publicly available price list or a discount from a publicly available manufacturer's suggested retail price for audio visual equipment, accessories, components, multimedia furniture, warranty, and maintenance for the products. In addition, Offerors should propose solutions for full installation / integrator services of that equipment so Authorized Users may have one source for their complete audio visual needs.

The Offeror shall list the manufacturer(s) and provide their current catalog(s) for audio visual equipment and accessories it is proposing for this RFP. A Price Schedule must be completed for each manufacturer reflecting discount information. The catalogs and price lists shall be used solely for purposes of defining the product offerings and prices to apply discounts. Any terms and conditions contained in the catalogs or price lists or future versions of these documents shall have no effect in any contract awarded by the Commonwealth of Virginia as a result of this RFP. Nothing in these documents or future versions of these documents shall be deemed to limit or clarify any obligation of the contractor stated in this RFP, nor shall it be deemed to impose any obligation on the Commonwealth.

The Offeror must be able to provide all products and services proposed to all locations throughout the Commonwealth of Virginia.

| A. | Requirements | A<br>Y, F, or | B<br>Comments / Description |
|---|---|---|---|

| | | N | |
|---|---|---|---|
| 1. | Can your firm provide audio visual products, accessories, multimedia furniture, and components? If so, which manufacturer's product lines? Which products from each product line? | Y | The Whitlock Group can provide a full and complete range of audiovisual products, accessories, multimedia furniture and other components, including projectors, lamps, screens, display devices, whiteboards, audio, lighting, microphones, cameras, tripods and cables, etc. Please see the attachment entitled "The Whitlock Group's Product Catalog" for an exact listing of the product lines provided as part of our proposal. |
| 2. | If you responded yes to question 1, can your firm provide installation / integrator services for these products? If so, which ones? | Y | The Whitlock Group can provide complete installation / integration services for all of the products included in this proposal. |
| 3. | Does your firm have a formal relationship with the manufacturers of the products you have proposed? | Y | Yes, The Whitlock Group is an authorized and certified dealer of all of the products included in this proposal. In the attachment entitled "Letters of Authorization" we have included letters of authorization from a selected group of key manufacturers as evidence of our certification. Please note that we are happy to provide letters of authorization from any of the vendors included in our proposal upon request. |
| 4. | If you responded yes to question 3, does this relationship provide for statewide sales and service for the products contained in the manufacturers catalog? | Y | Yes, our relationships provide for statewide sales and service for all of the products contained in our catalog offering. |
| 5. | Have you provided products and / or installation services for other clients similar to the Commonwealth of Virginia? | Y | Yes, The Whitlock Group has provided both products and installation services for many clients similar to the Commonwealth of Virginia. |

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| 6. | If you responded yes to question 5, can you provide three references we can contact at these locations / installations? If yes, please attach the company name, address, contact person, and phone number for each location. | Y | The Whitlock Group is privileged to provide VITA end-user audiovisual references. The Whitlock Group has been on the VITA contract since its inception, so we already have a proven track record of working with end-users across the Commonwealth using this contract. The three references requested are provided, below. We have also provided additional references as an attachment for your review.<br><br>Reference # 1<br>**Keith Gagnon**<br>**Director of Purchasing**<br>**University of Mary Washington**<br>**1301 College Ave**<br>**Fredericksburg, Va 22401**<br>**(540) 654-1228 Tel**<br>**kgagnon@mwc.edu**<br><br>Reference # 2<br>**Jan Heuvel**<br>**Jamestown-Yorktown Foundation**<br>**Jamestown Settlement**<br>**Highway 31, S. Jamestown Road**<br>**Williamsburg, VA 23187**<br>**(757) 253-4864 Tel**<br>**jan.heuvel@jyf.virginia.gov**<br><br>Reference # 3<br>**Leslie Smith**<br>**Rappahannock Community College**<br>**52 Campus Drive, Warsaw, VA 22572-4272**<br>**(804) 333-6700 Tel**<br>**lsmith@rcc.vccs.edu** |

**B. Video Conferencing Equipment:**

It is the intention of the Commonwealth to have Offerors propose a discount percentage (either by complete catalog or categories within a catalog) to current catalog prices listed on a referenced, publicly available price list or a discount from a publicly available manufacturer's suggested retail price for video conferencing equipment, auxiliary equipment, installation, maintenance and warranty of that equipment and all components available for the video equipment itself.

The access platforms at Authorized Users sites include but are not limited to: ISDN, IP, ATM, LAN/WAN, partial and full T-1, and DSL. Offerors should include any cards, interfaces, "black boxes", ancillary equipment, cables, etc., customarily used for the network access options cited and "turnkey" integrator services, so video equipment purchased will communicate over the Commonwealth ATM backbone with other Commonwealth video Authorized Users, as well as, video users off the state's network in their proposal.

The Offeror must provide the complete line of videoconferencing manufacturers' products and video bridge manufacturers' products, including but not limited to, hardware necessary to configure desktop, set-top, executive/personal, roll-about, telemedicine, field communication and video bridge / Multipoint Control Unit (MCU) systems. In addition, the Offeror must provide full video conferencing product installation and integrator services.

In accommodating the specific Authorized User needs for auxiliary hardware to make the video conferencing equipment and video bridges operationally complete, the Offeror must also provide a full line of available products from auxiliary equipment manufacturers. These manufacturers may or may not be the same as the video conferencing and video bridge equipment.

Minimum equipment specifications are listed in Appendix A. The Offeror shall list the manufacturer(s) and provide their current catalog(s) for videoconferencing equipment it is proposing for this RFP. A Price Schedule must be completed for each manufacturer reflecting discount information. The catalogs and price lists shall be used solely for purposes of defining the product offerings and prices to apply discounts. Any terms and conditions contained in the catalogs or price lists or future versions of these documents shall have no effect in any contract awarded by the Commonwealth of Virginia as a result of this RFP. Nothing in these documents or future versions of these documents shall be deemed to limit or clarify any obligation of the contractor stated in this RFP, nor shall it be deemed to impose any obligation on the Commonwealth.

The Offeror must be able to provide all products and services proposed to all locations throughout the Commonwealth of Virginia.

| B. | Requirements | A<br>Y, F, or N | B<br>Comments / Description |
|---|---|---|---|
| 1. | Can your firm provide video conferencing and auxiliary equipment? If so, which manufacturer's product lines? Which products from each product line? | Y | The Whitlock Group can provide videoconferencing and auxiliary equipment and components from all major videoconferencing providers, including Tandberg, Polycom, Sony, Codian, and Lifesize. Please see the attachment entitled "The Whitlock Group's Product Catalog" for an exact listing of the product lines provided as part of our proposal. |
| 2. | If you responded yes to question 1, can your firm provide installation / integrator services for these products? If so, which ones? | Y | Yes, The Whitlock Group offers installation and integration as options for all products included in our proposal (see Whitlock catalog). |
| 3. | Does your firm have a formal relationship with the manufacturers of the products you have proposed? | Y | Yes, we are fully certified on all of the products offered and have a formal relationship in place. |
| 4. | If you responded yes to question 3, does this relationship provide for statewide sales and service for the products contained in the manufacturers catalog? | Y | Yes, our dealer contracts allow statewide sales and support for all products listed. |
| 5. | Have you provided products and / or installation services for other clients similar to the Commonwealth of Virginia? | Y | Yes, The Whitlock Group has provided products and installation services to clients similar to the Commonwealth of Virginia. |
| 7. | Identify the PC Based USB Systems from your catalog(s) that meet the minimum requirements for PC Based USB Systems listed in Appendix A. | Y | VCON Vpoint HD per vendor specification sheet. |
| 8. | Identify the Set-top Video conferencing Systems from your catalog(s) that meet the minimum requirements for Set-top Videoconferencing systems listed in Appendix A. | Y | Tandberg 880MXP or 990MXP set-top per vendor specification sheet. |
| 9. | Identify the Executive / Personal Video conferencing Systems from your catalog(s) that meet the minimum requirements for Executive / Personal Videoconferencing Systems listed in Appendix A. | Y | Tandberg 1500MXP per vendor specification sheet. |
| 10. | Identify the Roll-about Video conferencing Systems from your catalog(s) that meet the minimum requirements for Roll-about Video conferencing Systems listed in Appendix A. | Y | Tandberg 3000MXP or 6000MXP rollabout per vendor specification sheet. |

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| 11. | Identify the Telemedicine Video conferencing Systems from your catalog(s) that meet the minimum requirements for Telemedicine Video conferencing Systems listed in Appendix A. | Y | Tandberg Intern II MXP per vendor specification sheet. |
| 12. | Identify the Field Communications Systems from your catalog(s) that meet the minimum requirements for Field Communication Systems listed in Appendix A. | Y | Tandberg Tactical II MXP per vendor specification sheet. |
| 13. | Identify the Video Bridges (MCU) Systems from your catalog(s) that meet the minimum requirements for Video Bridges (MCU) Systems listed in Appendix A. | Y | Tandberg MCU per vendor specification sheet. |
| 14. | Identify and describe the Central Software Management and Scheduling Systems from your catalog(s) that meet the minimum requirements for Central Software Management and Scheduling Systems listed in Appendix A. | Y | Tandberg Management Software (TMS) per vendor specification sheet. |

**C. Account Representative:**

The Commonwealth requires an Account Representative be named as a single point of contact for ordering, billing, and problem resolution. The Commonwealth requires the Contractor to provide a toll free (800, etc.) phone number in order to facilitate contacting the Account Representative.

| C. | Requirements | A<br>Y, F, or N | B<br>Comments / Description |
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| 1. | Can you provide a single point of contact to be named as Account Representative if awarded a contract? | Y | Yes, Todd White would be the Whitlock Account Representative. As well, Doug Hall would be the Contract Administrator. |
| 2. | If you responded yes to question 1, can you provide a toll free phone number? | Y | A toll free number to reach both Todd White and Doug Hall is (800) 726-9843. |

**D. eVA Implementation Requirements:**

Should your firm be selected to provide products and services, you will be asked to offer all products and services which your firm offers in that category, in an eVA catalog. Include your current eVA implementation readiness, time needed to complete implementation, requirements, anticipated delays, and overall proposed plan.

| D. | Requirements | A<br>Y, F, or N | B<br>Comments / Description |
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| 1. | Do you currently have a catalog on eVA? If so, for what products/services? Are you currently | Y | Yes, The Whitlock Group currently has a catalog on eVA. The solutions offered under this |

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| | doing any other business on eVA? | | catalog are for audiovisual and videoconferencing products and integration. |
| 2. | If you are already doing business on eVA, please provide up to five examples of your success and timeliness of implementing on eVA. | Y | The Whitlock Group has worked with Joe Parr, VITA Technology Contracts Manager, since May of 2002. He can confirm our dedication to customer needs and compliance with VITA requirements. Below are five end-user examples:<br>Example # 1<br>**Gary Brown**<br>**Portsmouth Public Schools**<br>**1801 London Blvd.**<br>**Portsmouth, VA 23704**<br>**(757) 393-5486 Tel**<br>**gary.brown@pps.K12.va.us**<br>**Channel 47, located at IC Norcom High School in Portsmouth Virginia, is the broadcast head-end for the school district's cable channel. Over the years, Portsmouth Public Schools has utilized eVA and the VITA Contract as a quick and reliable purchasing method to procure broadcast equipment from The Whitlock Group for the day-to-day operation of Ch.47. Currently, the contract will provide a new hi-lumen projector and screen that The Whitlock Group will install in the school's auditorium.**<br>Example # 2<br>**Bill Meyers**<br>**City of Virginia Beach**<br>**Technical and Career Education Center**<br>**2925 North Landing Rd.**<br>**Virginia Beach VA 23456** |

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| | | | **757-427-5300 Tel**<br>**wlmyers@vbcps.k12.va.us**<br><br>**The Virginia Beach School Systems' Technical and Career Education Center, commonly referred to as the Vo-Tech Center, is home to Television Communication & Production curriculum which also produces television programs for the school district's cable channel. Over the years, the Vo-Tech Center has utilized eVA and the VITA Contract as a quick and reliable purchasing method to procure broadcast equipment and integration services from The Whitlock Group for for the education of Virginia Beach students and post production needs of locally originated educational programming.**<br><br>Example # 3<br>**Jose Melendez**<br>**Manager, Media Services**<br>**New River Community College**<br>**5251 College Drive**<br>**Dublin, Va 24084**<br>**540-674-3600 Ext 4346**<br>**nrmelej@nr.edu**<br><br>**New River Community College has used eVA and the VITA contract to purchase from The Whitlock Group video and audio production equipment and engineering services to support Live Broadcast Facility, Video Conferencing Facilities and** |

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| | | | **multimedia upgrades to numerous classrooms.**<br><br>Example # 4<br>**Randy Williford**<br>**York County**<br>**224 Ballard St.**<br>**PO BOX 532**<br>**Yorktown, VA 23692**<br>**757-890-3892 Tel**<br>**757-890-3315 Fax**<br>**williford@yorkcounty.gov**<br><br>**York County has used eVA and the VITA contract to purchase from The Whitlock Group video and audio production equipment and engineering services to support Live Broadcast Facilities, High School TV Production Studio and Editing Labs.**<br><br>Example # 5<br>**Jody Puckett**<br>**Communications Director**<br>**James City County**<br>**101-C Mounts Bay Road,**<br>**P.O. Box 8784**<br>**Williamsburg, VA 23187-8784**<br>**voice: 757.253-6605**<br>**fax: 757.253-6833**<br>**jpuckett@james-city.va.us**<br><br>**James City County has used eVA and the VITA contract to purchase from The Whitlock Group audiovisual and production equipment, engineering and complete integration services to support their Council Chambers,** |

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| | | | Meeting Rooms and Broadcast Facility. |
| 3. | Are there any restrictions that will hinder your ability to successfully implement on eVA? | N | There are no restrictions that will hinder The Whitlock Group's ability to successfully continue to utilize eVA. |
| 4. | Provide an in-depth and clear implementation plan if you were to be awarded a contract. | Y | If The Whitlock Group is awarded a contract under this proposal, our implementation plan would be to simply continue to offer the same level of audiovisual and videoconferencing products and integrated support services as we are now offering under our current VITA contract. First, The Whitlock Group would provide a conclusive Whitlock catalog that shows the list of manufacturers included in the contract and the discount off of list price offered for each. We would then upload our complete catalog offering to eVA so all authorized end-users have the ability to access our discounted price offerings. We would provide links to our web site for product information and the ability to contact us if the end-users need additional support. |
| 5. | What is your anticipated time required to post a catalog or punch-out catalog on eVA after contract award? Provide detailed explanation. How would you minimize the time to complete implementation? | | The Whitlock Group currently holds the VITA VTC contract (VA-020501-WHIT) and we have our discount catalog listed on the VITA web site. We also have a products listing with list price information on our web site. If awarded this contract, The Whitlock Group would need approximately 30 days to roll out our new product offering and price list. |

**E. Future Technology Requirements:**

The Commonwealth requires that Technology refresh of products offered and pricing changes are communicated and made available to Authorized Users. Communication is required to be made to the contract officer. Include your anticipated schedule of technology refresh and methods of communicating such changes.

| E | Requirements | **A**<br>**Y, F, or N** | **B**<br>**Comments / Description** |
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| 1. | Can you assure that both technology refresh of products offered and pricing changes are completed in a timely manner as well as being communicated via revised eVA catalogs? | Y | The Whitlock Group will provide a current price list including new products in a timely manner as well as being communicated via revised eVA catalogs. |
| 2. | Include your anticipated schedule of technology refresh and methods of communicating such changes. | Y | The Whitlock Group would suggest providing monthly updates to the eVA system, which would include new products and pricing. We would also provide technology shows, seminars and on-site demonstrations to help educate the end-users on the new technology solutions and applications. |

**F. Methodology for Installation:**

The cost of an installation, unless otherwise stated by the Authorized User, shall include: travel, unpacking, installation, connectivity to the Authorized Users' equipment, equipment power up, diagnostics, configuration (programmable items shall include software configuration), test for proper operation, training, user documentation, and removal of all packing materials and debris. All installations shall be done according to the manufacturers specifications; completed in a timely and professional manner; and in compliance with local and state code requirements; cables must be clearly marked, bundled neatly, follow cabling trays as much as possible, and hung on cable hangers when no trays are available.

| F. | Requirements | A<br>Y, F, or N | B<br>Comments / Description |
|---|---|---|---|
| 1. | Describe the methodology you are proposing for installation of audio visual products. Also describe the methodology you are proposing for installation of video conferencing and video bridge/multipoint control unit equipment. As an example, topics may include pre-installation coordination, installation, video test facilities, end-user training, problem resolution and follow-up. | Y | To ensure each project is developed, engineered, and implemented in a timely and cost-effective manner, The Whitlock Group consistently uses a six-step "tried and true" methodology. From project conception to completion, we guarantee 100% customer satisfaction through every step of the process.<br><br>**Step 1: System Analysis**<br>Proper systems design has a substantial impact on the overall functionality of a facility. Our team begins with needs assessment meetings, site surveys and detailed analysis reporting of a |

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| | | | customer's current facility to gain information on the operational goals and technical needs. From this, we generate general design recommendations and a project timeline.<br><br>**Step 2: The Detailed Design**<br>During this phase, TWG generates a complete set of VidCAD(tm) drawings and a detailed equipment list. The drawing package includes all video, audio and control flow drawings and patch panel and custom I/O panel layouts. Details on equipment placement are shown in rack elevations and console layout drawings.<br><br>**Step 3: Staging**<br>Equipment racks are wired, terminated and labeled. Complete electrical and point-to-point testing is then completed on all components. End users are then invited to come to our staging area and see the system operational and “push buttons” on the control system to confirm the system operates as planned. Our exhaustive staging step is key to the successful integration of the final system on-site, and it also limits the time Whitlock personnel must spend on-site at the customer facility since much of the work is done in our own offices.<br><br>**Step 4: Project Management**<br>A key member of our team is assigned to the client as their dedicated Project Manager. This person has overall control of the development effort and serves as the primary communication link between your company and ours. We work actively on timeline development and reporting to keep you abreast of our progress. Other key staff members include VidCAD(tm) Design Engineers who are responsible for schematic drawings, console and equipment elevations and other appropriate documentation as directed by the |

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| | | | Project Manager.<br><br>**Step 5: Installation**<br>An Installation Manager is responsible for overseeing the integration of the system. We offer quality mounting, cabling, and complete system integration to ensure a professional appearance and to assist in quick troubleshooting. Not only will you enjoy working with a great group of factory-trained technicians, but you'll also be proud to take your visitors on a behind-the-rack tour.<br><br>**Step 6: Training**<br>We're experts at using the systems we install. And we don't leave until you are, too. We offer training and documentation services that provide your personnel detailed instruction on the operation and basic maintenance of all systems and equipment. |

**G. Integrator Services:**

| G. | Requirements | A<br>Y, F, or N | B<br>Comments / Description |
|---|---|---|---|
| 1. | Describe the types and levels of Integrator services you offer. | Y | The Whitlock Group is a full-service systems integration firm. As such, we provide turnkey consultation, design, engineering, product procurement, CAD documentation, systems programming, installation / integration, project management, field service support, repair and maintenance services. |

**H. Product Warranties and Maintenance:**

The Offeror must provide a one-year return to manufacturer warranty on all proposed equipment.

The Offeror must offer an on-site warranty upgrade on all proposed equipment. The on-site warranty upgrade must include 4 hour response time during normal business hours (8:00 a.m. to 5:00 p.m.) and next business day parts replacement.

The Offeror shall offer both on-site and return to manufacturer maintenance plans for all equipment purchased during the contract period.

The Offeror may propose optional maintenance plans not listed in the manufacturer's catalogs or referenced in the Pricing Schedule.

| H. | Requirements | A<br>Y, F, or N | B<br>Comments / Description |
|---|---|---|---|
| 1. | Can you provide a one-year return to manufacturer warranty on all proposed equipment? | Y | The Whitlock Group will provide a one-year return to manufacturer warranty on all proposed equipment. |
| 2. | Can you provide a warranty upgrade to include on-site, 4 hour response time, as described above? | Y | The Whitlock Group will offer a warranty upgrade for each installed system to include on-site, 4 hour response times, as described above. |
| 3. | Can you provide on-site and return to manufacturer maintenance plans for all equipment, as described above? | Y | The Whitlock Group will offer on-site and return to manufacturer maintenance plans for all equipment, as described above. |
| 4. | Are you proposing optional maintenance plans not listed in the manufacturer's catalogs?. If so, include complete descriptions. (Include price(s) separate from response.) | Y | Yes, The Whitlock Group has optional maintenance plans that we are including as part of our response. A copy of our optional maintenance plan can be found in the attachment entitled "Optional Maintenance Plan". |

**I. End-User Training:**

The Contractor shall provide training for all new equipment installations as part of the installation price. Training shall consist of, at a minimum, system component identification, system component usage and successful verification of equipment functionality.

| I. | Requirements | A<br>Y, F, or N | B<br>Comments / Description |
|---|---|---|---|
| 1. | Describe the end-user training that is included (at no additional charge) with your installation of equipment. | Y | The Whitlock Group will provide training on all systems we install. The level of training will depend on the qualification of the end user and the number of trainees. Typically, our training sessions last from one hour to a full day. With each installed system, one hour of training will be provided at no-charge. Additional training can be purchased at the contract hourly rate. |

**J. Problem Resolution:**

| J. | Requirements | A<br>Y, F, or N | B<br>Comments / Description |
|---|---|---|---|
| 1. | Describe the process to resolve any product or warranty problems encountered after purchase. | Y | Should any product or warranty problems arise, the client simply needs to contact The Whitlock Group's Service Coordinator, Christy Goins, at (800) 726-9843 to arrange for equipment repair or replacement. Our Service Coordinator will take care of organizing all aspects of properly resolving the issue from start to finish and will also provide status resolution updates to the end user. |
| 2. | Describe the response time guarantees to be provided to the Authorized User and the associated penalties the Authorized User may apply if the guarantees are not met. | Y | The Whitlock Group will offer a standard 48-hour on-site and 4-hour phone response to warranty claims. The guaranteed response time may vary based on the terms of the related service contract on a given project. In the event The Whitlock Group doesn't meet the established response time, there will be no labor charge for the service call. |
| 3. | Describe any obligations the Authorized User may have for charges from the Offeror's service organization when they respond to a call and the problem is determined to be another vendor's hardware or software. If the Authorized User is liable for charges, what are they? (Include price(s) separate from response.) | Y | If The Whitlock Group responds to a service call and determines the issue to be with another vendor's hardware or software or with the facility's network, The Whitlock Group will bill the customer for a minimum of a 2 hour service call. |
| 4. | Provide a flowchart or other documentation highlighting Help Desk procedures, including trouble reports from receipt through dispatch, repair, escalation, and notification of service completion. | Y | 1. All service calls go directly to the Whitlock Service Coordinator, Christy Goins, at (800) 726-9843.<br>2. The Whitlock Service Coordinator will determine what action is necessary by The Whitlock Group to respond to the request for service. The Service Coordinator will be responsible for interacting with Whitlock Management teams to inform them of the situation and take immediate steps to develop an appropriate course of action.<br>3. The Whitlock Service Coordinator will contact the end user to notify them of the course |

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| | | | of action The Whitlock Group will take to remedy the situation.<br>4. The Whitlock Service Coordinator will monitor the progress of the Whitlock response team. The response team will report back to the Service Coordinator with a "Service Call Matrix" that details all work performed and systems documentation testing performed.<br>5. Once the situation is deemed "resolved", the Whitlock Service Coordinator will notify the end user as well as all internal Whitlock management teams of the service completion. The Service Coordinator will make sure the end user is satisfied with the service received and all systems are performing properly. |
| 5. | Describe your plan for responding to off-hour (non-prime time) requests for service and request for service on holidays, weekends and vacations. | Y | The Whitlock Group can respond to off-hour requests for service by using our 24-hour paging service. The end user would be provided with our paging service telephone number, which would give them the ability to contact us 24 hours a day, 7 days a week. As well, The Whitlock Group can perform installation services during off-hours if it is requested by the end user. For all off-hour services, The Whitlock Group will bill the end user a minimum 2 hour premium service charge. |

**K. Authorized User Procedures:**

Procedurally, an Authorized User should be afforded with contractor choices from the Master Contract(s). The Authorized User may conduct a contractor selection process which will consist of the following procedure:

* The Authorized User may submit a Request for Quotation (RFQ) to the contractor(s), which describes the Authorized User's requirements. Authorized Users may not require and a contractor may not propose services not included in the Master Contract(s).

* Any Contractor may be selected by the requesting Authorized User, providing that the Contractor's proposal conforms to the Authorized User's RFQ, the Terms and Conditions of the Master Contract(s), and is priced at or below the established firm/fixed Master Contract(s) pricing.

* The Authorized User then issues a Delivery Order or Purchase Order referencing the Master Contract, and incorporating the Contractor's RFQ response.

The Offeror must provide the Commonwealth with pre-sales consultation and RFQ responses at no charge. Such services shall be required during normal business hours.

| K. | Requirements | A<br>Y, F, or N | B<br>Comments / Description |
|---|---|---|---|
| 1. | Can you provide the pre-sales consultation and / or RFQ responses at no charge, as described above? | Y | The Whitlock Group can provide pre-sales consultation in the form of demonstrations, technology trade shows and seminars. The Whitlock Group would charge separately for integrated system design services. |

**L. Administrative Procedures Manual of Proposed Procedures:**

A sample Procedures Manual based upon the Offeror's proposed procedures, shall be included with Offeror's response. Appendix B provides a table of contents format that should be followed, however, items may be inserted or added in a logical sequence.

| L. | Requirements | A<br>Y, F, or N | B<br>Comments / Description |
|---|---|---|---|
| 1. | Can you provide the Procedures Manual with your response? | Y | The Whitlock Group has provided a Procedures Manual with our response. |

**EXHIBIT B**
**CONTRACT NUMBER VA-050912-WHIT**
**BETWEEN**
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY**
**AND**
**The Whitlock Group**

Exhibit B is hereby incorporated into and made an integral part of Contract Number VA-050912-WHIT ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and The Whitlock Group ("Whitlock" or "Contractor").

Exhibit B includes the pricing tables that follow.

In the event of any discrepancy between this Exhibit B and Contract No. VA-050912-WHIT, the provisions of Contract No. VA-050912-WHIT shall control.

| | | | |
|---|---|---|---|
| **VITA Proposed Discount** | | | |
| **The Whitlock Group** | | | |
| **Sep-05** | | | |
| | | | |
| **Vendor** | **Category** | **Product Type (if other than "ALL")** | **Discount** |
| Barco | accessories | All product (hardware, software), maintenance, and support in this product category | 10% |
| Canon | accessories | All product (hardware, software), maintenance, and support in this product category | 10% |
| Christie Digital | accessories | All product (hardware, software), maintenance, and support in this product category | 10% |
| Clarity | accessories | All product (hardware, software), maintenance, and support in this product category | 10% |
| Digital Projections | accessories | All product (hardware, software), maintenance, and support in this product category | 10% |
| Epson | accessories | All product (hardware, software), maintenance, and support in this product category | 10% |
| Hitachi | accessories | All product (hardware, software), maintenance, and support in this product category | 10% |
| InFocus/Proxima | accessories | All product (hardware, software), maintenance, and support in this product category | 10% |
| JVC | accessories | All product (hardware, software), maintenance, and support in this product category | 10% |
| LG | accessories | All product (hardware, software), maintenance, and support in this product category | 10% |
| Mitsubishi | accessories | All product (hardware, software), maintenance, and support in this product category | 10% |
| NEC | accessories | All product (hardware, software), maintenance, and support in this product category | 10% |
| Panasonic | accessories | All product (hardware, software), maintenance, and support in this product category | 10% |
| Samsung | accessories | All product (hardware, software), maintenance, and support in this product category | 10% |
| Sanyo | accessories | All product (hardware, software), maintenance, and support in this product category | 10% |
| Sharp | accessories | All product (hardware, software), maintenance, and support in this product category | 10% |
| Smart Technologies | accessories | All product (hardware, software), maintenance, and support in this product category | 10% |
| Sony | accessories | All product (hardware, software), maintenance, and support in this product category | 10% |
| Toshiba | accessories | All product (hardware, software), maintenance, and support in this product category | 10% |
| Alcom McBride | Audiovisual - Audio Amplifiers and Mixers | All product (hardware, software), maintenance, and support in this product category | 8% |
| Ashly Audio | Audiovisual - Audio Amplifiers and Mixers | All product (hardware, software), maintenance, and support in this product category | 22% |
| Audio-Technica | Audiovisual - Audio Amplifiers and Mixers | All product (hardware, software), maintenance, and support in this product category | 18% |
| Australian Monitor | Audiovisual - Audio Amplifiers and Mixers | All product (hardware, software), maintenance, and support in this product category | 27% |
| Bogen Communications | Audiovisual - Audio Amplifiers and Mixers | All product (hardware, software), maintenance, and support in this product category | 18% |
| Brown Innovations | Audiovisual - Audio Amplifiers and Mixers | All product (hardware, software), maintenance, and support in this product category | 5% |
| ClearOne | Audiovisual - Audio Amplifiers and Mixers | All product (hardware, software), maintenance, and support in this product category | 13% |
| Crown | Audiovisual - Audio Amplifiers and Mixers | All product (hardware, software), maintenance, and support in this product category | 22% |
| Fostex Communications | Audiovisual - Audio Amplifiers and Mixers | All product (hardware, software), maintenance, and support in this product category | 15% |
| Ivie Technologies Inc. | Audiovisual - Audio Amplifiers and Mixers | All product (hardware, software), maintenance, and support in this product category | 5% |
| Mackie | Audiovisual - Audio Amplifiers and Mixers | All product (hardware, software), maintenance, and support in this product category | 10% |
| Nady Systems Inc. | Audiovisual - Audio Amplifiers and Mixers | All product (hardware, software), maintenance, and support in this product category | 15% |
| Onkyo | Audiovisual - Audio Amplifiers and Mixers | All product (hardware, software), maintenance, and support in this product category | 17% |
| Orban | Audiovisual - Audio Amplifiers and Mixers | All product (hardware, software), maintenance, and support in this product category | 5% |
| Paso | Audiovisual - Audio Amplifiers and Mixers | All product (hardware, software), maintenance, and support in this product category | 20% |
| Peavey | Audiovisual - Audio Amplifiers and Mixers | All product (hardware, software), maintenance, and support in this product category | 32% |
| QSC | Audiovisual - Audio Amplifiers and Mixers | All product (hardware, software), maintenance, and support in this product category | 12% |
| Rane Corporation | Audiovisual - Audio Amplifiers and Mixers | All product (hardware, software), maintenance, and support in this product category | 8% |
| Sabine | Audiovisual - Audio Amplifiers and Mixers | All product (hardware, software), maintenance, and support in this product category | 22% |
| Samson Technologies | Audiovisual - Audio Amplifiers and Mixers | All product (hardware, software), maintenance, and support in this product category | 15% |
| Sennheiser | Audiovisual - Audio Amplifiers and Mixers | All product (hardware, software), maintenance, and support in this product category | 27% |
| Shure | Audiovisual - Audio Amplifiers and Mixers | All product (hardware, software), maintenance, and support in this product category | 27% |
| Sound-Craft Systems | Audiovisual - Audio Amplifiers and Mixers | All product (hardware, software), maintenance, and support in this product category | 5% |
| Symetrix | Audiovisual - Audio Amplifiers and Mixers | All product (hardware, software), maintenance, and support in this product category | 17% |
| Teac America | Audiovisual - Audio Amplifiers and Mixers | All product (hardware, software), maintenance, and support in this product category | 8% |
| TOA | Audiovisual - Audio Amplifiers and Mixers | All product (hardware, software), maintenance, and support in this product category | 33% |
| Blonder Tongue | Audiovisual - Broadband Distribution | All product (hardware, software), maintenance, and support in this product category | 15% |
| Modulation Sciences | Audiovisual - Broadband Distribution | All product (hardware, software), maintenance, and support in this product category | 10% |
| Buhl/Navitar | Audiovisual - Camcorders and lenses | All product (hardware, software), maintenance, and support in this product category | 12% |

| | | | |
|---|---|---|---|
| Canon | Audiovisual - Camcorders and lenses | All product (hardware, software), maintenance, and support in this product category | 15% |
| Century Precision Optics | Audiovisual - Camcorders and lenses | All product (hardware, software), maintenance, and support in this product category | 10% |
| Chugai Boyeki (America) Corp. | Audiovisual - Camcorders and lenses | All product (hardware, software), maintenance, and support in this product category | 15% |
| Fujinon Inc. | Audiovisual - Camcorders and lenses | All product (hardware, software), maintenance, and support in this product category | 15% |
| Hitachi Denshi | Audiovisual - Camcorders and lenses | All product (hardware, software), maintenance, and support in this product category | 12% |
| JVC | Audiovisual - Camcorders and lenses | All product (hardware, software), maintenance, and support in this product category | 14% |
| Panasonic | Audiovisual - Camcorders and lenses | All product (hardware, software), maintenance, and support in this product category | 18% |
| Sony | Audiovisual - Camcorders and lenses | All product (hardware, software), maintenance, and support in this product category | 14% |
| Tiffen Manufacturing | Audiovisual - Camcorders and lenses | All product (hardware, software), maintenance, and support in this product category | 20% |
| Anvil Cases | Audiovisual - Cases | All product (hardware, software), maintenance, and support in this product category | 10% |
| Calzone Cases | Audiovisual - Cases | All product (hardware, software), maintenance, and support in this product category | 10% |
| Jelco Inc. | Audiovisual - Cases | All product (hardware, software), maintenance, and support in this product category | 10% |
| K & H Products | Audiovisual - Cases | All product (hardware, software), maintenance, and support in this product category | 8% |
| Kangaroo | Audiovisual - Cases | All product (hardware, software), maintenance, and support in this product category | 5% |
| Kata | Audiovisual - Cases | All product (hardware, software), maintenance, and support in this product category | 5% |
| Olympic Case Company | Audiovisual - Cases | All product (hardware, software), maintenance, and support in this product category | 10% |
| Sirtage Inc. | Audiovisual - Cases | All product (hardware, software), maintenance, and support in this product category | 12% |
| US Case | Audiovisual - Cases | All product (hardware, software), maintenance, and support in this product category | 10% |
| Viking Cases | Audiovisual - Cases | All product (hardware, software), maintenance, and support in this product category | 10% |
| Denon/Marantz | Audiovisual - CD Players/Recorders | All product (hardware, software), maintenance, and support in this product category | 16% |
| Sony | Audiovisual - CD Players/Recorders | All product (hardware, software), maintenance, and support in this product category | 15% |
| Tascam | Audiovisual - CD Players/Recorders | All product (hardware, software), maintenance, and support in this product category | 17% |
| AMX | Audiovisual - Control Systems | All product (hardware, software), maintenance, and support in this product category | 32% |
| Aurora Multimedia | Audiovisual - Control Systems | All product (hardware, software), maintenance, and support in this product category | 10% |
| Crestron | Audiovisual - Control Systems | All product (hardware, software), maintenance, and support in this product category | 32% |
| SP Control | Audiovisual - Control Systems | All product (hardware, software), maintenance, and support in this product category | 22% |
| Xantech | Audiovisual - Control Systems | All product (hardware, software), maintenance, and support in this product category | 20% |
| Crestron | Audiovisual - Control Systems (Media Manager) | All product (hardware, software), maintenance, and support in this product category | 20% |
| Canon | Audiovisual - Document Cameras | All product (hardware, software), maintenance, and support in this product category | 19% |
| Elmo | Audiovisual - Document Cameras | All product (hardware, software), maintenance, and support in this product category | 27% |
| JVC | Audiovisual - Document Cameras | All product (hardware, software), maintenance, and support in this product category | 19% |
| Lumens | Audiovisual - Document Cameras | All product (hardware, software), maintenance, and support in this product category | 21% |
| Samsung | Audiovisual - Document Cameras | All product (hardware, software), maintenance, and support in this product category | 18% |
| Sony | Audiovisual - Document Cameras | All product (hardware, software), maintenance, and support in this product category | 21% |
| Wolf Vision | Audiovisual - Document Cameras | All product (hardware, software), maintenance, and support in this product category | 18% |
| Denon/Marantz | Audiovisual - DVD Players/Recorders | All product (hardware, software), maintenance, and support in this product category | 25% |
| Panasonic | Audiovisual - DVD Players/Recorders | All product (hardware, software), maintenance, and support in this product category | 10% |
| Pioneer | Audiovisual - DVD Players/Recorders | All product (hardware, software), maintenance, and support in this product category | 24% |
| Sony | Audiovisual - DVD Players/Recorders | All product (hardware, software), maintenance, and support in this product category | 10% |
| Tascam | Audiovisual - DVD Players/Recorders | All product (hardware, software), maintenance, and support in this product category | 20% |
| Toshiba | Audiovisual - DVD Players/Recorders | All product (hardware, software), maintenance, and support in this product category | 12% |
| Hitachi Software | Audiovisual - Electronic Whiteboards | All product (hardware, software), maintenance, and support in this product category | 15% |
| Polyvision | Audiovisual - Electronic Whiteboards | All product (hardware, software), maintenance, and support in this product category | 10% |
| Smart Technologies | Audiovisual - Electronic Whiteboards | All product (hardware, software), maintenance, and support in this product category | 22% |
| Smart Technologies (SKF) | Audiovisual - Electronic Whiteboards | All product (hardware, software), maintenance, and support in this product category | 25% |
| Wacom Technologies | Audiovisual - Electronic Whiteboards | All product (hardware, software), maintenance, and support in this product category | 5% |
| Smart Technologies | Audiovisual - Electronic Whiteboards (Acalyst) | All product (hardware, software), maintenance, and support in this product category | 13% |
| Smart Technologies | Audiovisual - Electronic Whiteboards (training) | All product (hardware, software), maintenance, and support in this product category | 5% |
| Clarity | Audiovisual - LCD Monitors (large--over 30") | All product (hardware, software), maintenance, and support in this product category | 21% |
| NEC | Audiovisual - LCD Monitors (large--over 30") | All product (hardware, software), maintenance, and support in this product category | 7% |
| Samsung | Audiovisual - LCD Monitors (large--over 30") | All product (hardware, software), maintenance, and support in this product category | 27% |
| Sharp | Audiovisual - LCD Monitors (large--over 30") | All product (hardware, software), maintenance, and support in this product category | 44% |
| Sony | Audiovisual - LCD Monitors (large--over 30") | All product (hardware, software), maintenance, and support in this product category | 23% |

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|---|---|---|---|
| JVC | Audiovisual - LCD Monitors (small-- 30" or less) | All product (hardware, software), maintenance, and support in this product category | 9% |
| NEC | Audiovisual - LCD Monitors (small-- 30" or less) | All product (hardware, software), maintenance, and support in this product category | 5% |
| Samsung | Audiovisual - LCD Monitors (small-- 30" or less) | All product (hardware, software), maintenance, and support in this product category | 10% |
| AKG Acoustics | Audiovisual - Microphones | All product (hardware, software), maintenance, and support in this product category | 15% |
| Audio-Technica | Audiovisual - Microphones | All product (hardware, software), maintenance, and support in this product category | 18% |
| Australian Monitor | Audiovisual - Microphones | All product (hardware, software), maintenance, and support in this product category | 27% |
| Beyer | Audiovisual - Microphones | All product (hardware, software), maintenance, and support in this product category | 15% |
| Clearcom | Audiovisual - Microphones | All product (hardware, software), maintenance, and support in this product category | 10% |
| Clock Audio | Audiovisual - Microphones | All product (hardware, software), maintenance, and support in this product category | 22% |
| Crown | Audiovisual - Microphones | All product (hardware, software), maintenance, and support in this product category | 35% |
| DBX Professional Products | Audiovisual - Microphones | All product (hardware, software), maintenance, and support in this product category | 10% |
| Dorrough Electronics | Audiovisual - Microphones | All product (hardware, software), maintenance, and support in this product category | 5% |
| Electrovoice | Audiovisual - Microphones | All product (hardware, software), maintenance, and support in this product category | 25% |
| Genelec | Audiovisual - Microphones | All product (hardware, software), maintenance, and support in this product category | 5% |
| Nady Systems Inc. | Audiovisual - Microphones | All product (hardware, software), maintenance, and support in this product category | 15% |
| Samson Technologies | Audiovisual - Microphones | All product (hardware, software), maintenance, and support in this product category | 18% |
| Sennheiser | Audiovisual - Microphones | All product (hardware, software), maintenance, and support in this product category | 22% |
| Shure | Audiovisual - Microphones | All product (hardware, software), maintenance, and support in this product category | 29% |
| Sony | Audiovisual - Microphones | All product (hardware, software), maintenance, and support in this product category | 22% |
| Eiki | Audiovisual - Overhead Projectors | All product (hardware, software), maintenance, and support in this product category | 30% |
| Elmo | Audiovisual - Overhead Projectors | All product (hardware, software), maintenance, and support in this product category | 28% |
| Fujitsu | Audiovisual - Plasma Screens | All product (hardware, software), maintenance, and support in this product category | 18% |
| LG | Audiovisual - Plasma Screens | All product (hardware, software), maintenance, and support in this product category | 25% |
| NEC | Audiovisual - Plasma Screens | All product (hardware, software), maintenance, and support in this product category | 35% |
| Panasonic | Audiovisual - Plasma Screens | All product (hardware, software), maintenance, and support in this product category | 15% |
| Pioneer | Audiovisual - Plasma Screens | All product (hardware, software), maintenance, and support in this product category | 26% |
| Samsung | Audiovisual - Plasma Screens | All product (hardware, software), maintenance, and support in this product category | 32% |
| Sony | Audiovisual - Plasma Screens | All product (hardware, software), maintenance, and support in this product category | 23% |
| BEI | Audiovisual - Projection Screens (wall) | All product (hardware, software), maintenance, and support in this product category | 18% |
| Bretford | Audiovisual - Projection Screens (wall) | All product (hardware, software), maintenance, and support in this product category | 25% |
| Dalite | Audiovisual - Projection Screens (wall) | All product (hardware, software), maintenance, and support in this product category | 21% |
| Draper | Audiovisual - Projection Screens (wall) | All product (hardware, software), maintenance, and support in this product category | 22% |
| Stewart | Audiovisual - Projection Screens (wall) | All product (hardware, software), maintenance, and support in this product category | 15% |
| Barco | Audiovisual - Projectors (installed -- larger than 7 lbs) | All product (hardware, software), maintenance, and support in this product category | 21% |
| Canon | Audiovisual - Projectors (installed -- larger than 7 lbs) | All product (hardware, software), maintenance, and support in this product category | 16% |
| Christie Digital | Audiovisual - Projectors (installed -- larger than 7 lbs) | All product (hardware, software), maintenance, and support in this product category | 30% |
| Digital Projection | Audiovisual - Projectors (installed -- larger than 7 lbs) | All product (hardware, software), maintenance, and support in this product category | 12% |
| Epson | Audiovisual - Projectors (installed -- larger than 7 lbs) | All product (hardware, software), maintenance, and support in this product category | 25% |
| InFocus/Proxima | Audiovisual - Projectors (installed -- larger than 7 lbs) | All product (hardware, software), maintenance, and support in this product category | 39% |
| JVC | Audiovisual - Projectors (installed -- larger than 7 lbs) | All product (hardware, software), maintenance, and support in this product category | 16% |
| NEC | Audiovisual - Projectors (installed -- larger than 7 lbs) | All product (hardware, software), maintenance, and support in this product category | 34% |
| Sanyo | Audiovisual - Projectors (installed -- larger than 7 lbs) | All product (hardware, software), maintenance, and support in this product category | 27% |
| Sharp | Audiovisual - Projectors (installed -- larger than 7 lbs) | All product (hardware, software), maintenance, and support in this product category | 37% |
| Sony | Audiovisual - Projectors (installed -- larger than 7 lbs) | All product (hardware, software), maintenance, and support in this product category | 27% |
| Toshiba | Audiovisual - Projectors (installed -- larger than 7 lbs) | All product (hardware, software), maintenance, and support in this product category | 28% |
| Epson | Audiovisual - Projectors (portable -- 7lbs or less) | All product (hardware, software), maintenance, and support in this product category | 15% |
| InFocus/Proxima | Audiovisual - Projectors (portable -- 7lbs or less) | All product (hardware, software), maintenance, and support in this product category | 58% |
| NEC | Audiovisual - Projectors (portable -- 7lbs or less) | All product (hardware, software), maintenance, and support in this product category | 16% |
| Sanyo | Audiovisual - Projectors (portable -- 7lbs or less) | All product (hardware, software), maintenance, and support in this product category | 16% |
| Sony | Audiovisual - Projectors (portable -- 7lbs or less) | All product (hardware, software), maintenance, and support in this product category | 24% |
| Toshiba | Audiovisual - Projectors (portable -- 7lbs or less) | All product (hardware, software), maintenance, and support in this product category | 28% |
| Kodak | Audiovisual - Slide Projectors | All product (hardware, software), maintenance, and support in this product category | 10% |
| Altec Lansing | Audiovisual - Speakers | All product (hardware, software), maintenance, and support in this product category | 22% |

| | | | |
|---|---|---|---|
| Anchor | Audiovisual - Speakers | All product (hardware, software), maintenance, and support in this product category | 26% |
| Atlas Soundolier | Audiovisual - Speakers | All product (hardware, software), maintenance, and support in this product category | 28% |
| Bag End | Audiovisual - Speakers | All product (hardware, software), maintenance, and support in this product category | 28% |
| EAW | Audiovisual - Speakers | All product (hardware, software), maintenance, and support in this product category | 23% |
| Electrovoice | Audiovisual - Speakers | All product (hardware, software), maintenance, and support in this product category | 25% |
| JBL | Audiovisual - Speakers | All product (hardware, software), maintenance, and support in this product category | 25% |
| KSI | Audiovisual - Speakers | All product (hardware, software), maintenance, and support in this product category | 33% |
| Pioneer | Audiovisual - Speakers | All product (hardware, software), maintenance, and support in this product category | 30% |
| Tannoy | Audiovisual - Speakers | All product (hardware, software), maintenance, and support in this product category | 11% |
| Triad | Audiovisual - Speakers | All product (hardware, software), maintenance, and support in this product category | 30% |
| Wohler | Audiovisual - Speakers | All product (hardware, software), maintenance, and support in this product category | 12% |
| JVC | Audiovisual - Television and monitors | All product (hardware, software), maintenance, and support in this product category | 12% |
| Marshall Electronics | Audiovisual - Television and monitors | All product (hardware, software), maintenance, and support in this product category | 13% |
| Panasonic | Audiovisual - Television and monitors | All product (hardware, software), maintenance, and support in this product category | 16% |
| Panorama DTV | Audiovisual - Television and monitors | All product (hardware, software), maintenance, and support in this product category | 10% |
| Philips | Audiovisual - Television and monitors | All product (hardware, software), maintenance, and support in this product category | 13% |
| Sony | Audiovisual - Television and monitors | All product (hardware, software), maintenance, and support in this product category | 17% |
| Toshiba | Audiovisual - Television and monitors | All product (hardware, software), maintenance, and support in this product category | 18% |
| Bogen Photo Corp. | Audiovisual - Tripods | All product (hardware, software), maintenance, and support in this product category | 20% |
| Camera Support International | Audiovisual - Tripods | All product (hardware, software), maintenance, and support in this product category | 20% |
| Cartoni USA | Audiovisual - Tripods | All product (hardware, software), maintenance, and support in this product category | 15% |
| Matthews Studio Equipment | Audiovisual - Tripods | All product (hardware, software), maintenance, and support in this product category | 10% |
| Miller Fluid Heads | Audiovisual - Tripods | All product (hardware, software), maintenance, and support in this product category | 10% |
| Oconnor Camera Support Systems | Audiovisual - Tripods | All product (hardware, software), maintenance, and support in this product category | 15% |
| Quickset International | Audiovisual - Tripods | All product (hardware, software), maintenance, and support in this product category | 15% |
| Sachtler | Audiovisual - Tripods | All product (hardware, software), maintenance, and support in this product category | 15% |
| Velbon | Audiovisual - Tripods | All product (hardware, software), maintenance, and support in this product category | 10% |
| Vinten | Audiovisual - Tripods | All product (hardware, software), maintenance, and support in this product category | 10% |
| Panasonic | Audiovisual - VCR / Television Combos | All product (hardware, software), maintenance, and support in this product category | 16% |
| Philips | Audiovisual - VCR / Television Combos | All product (hardware, software), maintenance, and support in this product category | 13% |
| Sony | Audiovisual - VCR / Television Combos | All product (hardware, software), maintenance, and support in this product category | 12% |
| Toshiba | Audiovisual - VCR / Television Combos | All product (hardware, software), maintenance, and support in this product category | 18% |
| JVC | Audiovisual - VCR's | All product (hardware, software), maintenance, and support in this product category | 18% |
| Panasonic | Audiovisual - VCR's | All product (hardware, software), maintenance, and support in this product category | 20% |
| Philips | Audiovisual - VCR's | All product (hardware, software), maintenance, and support in this product category | 13% |
| Sony | Audiovisual - VCR's | All product (hardware, software), maintenance, and support in this product category | 15% |
| Toshiba | Audiovisual - VCR's | All product (hardware, software), maintenance, and support in this product category | 10% |
| Barco | Audiovisual - Video Walls | All product (hardware, software), maintenance, and support in this product category | 12% |
| Christie Digital | Audiovisual - Video Walls | All product (hardware, software), maintenance, and support in this product category | 10% |
| Clarity | Audiovisual - Video Walls | All product (hardware, software), maintenance, and support in this product category | 13% |
| Fred | Audiovisual - Video Walls | All product (hardware, software), maintenance, and support in this product category | 5% |
| Jupiter | Audiovisual - Video Walls | All product (hardware, software), maintenance, and support in this product category | 10% |
| Mitsubishi | Audiovisual - Video Walls | All product (hardware, software), maintenance, and support in this product category | 10% |
| Acoustical Solutions | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 7% |
| ADC Telecommunications | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 10% |
| Altinex | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 16% |
| Analog Way | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 16% |
| ATI | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 5% |
| ATS | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 10% |
| Autopatch | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 15% |
| Belkin | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 20% |
| Bi-Tronics Inc. | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 15% |
| Bright Line | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 5% |

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| Chief Mfg. | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 15% |
| Communications Specialities | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 15% |
| Comprehensive | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 5% |
| ETA Systems | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 10% |
| Extron | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 25% |
| FEC | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 7% |
| Fiber Options Inc. | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 10% |
| Fleetwood | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 8% |
| Force Inc. | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 10% |
| FSR Inc. | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 10% |
| Furman | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 22% |
| Inova | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 10% |
| Interllink Electronics | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 7% |
| Juice Goose | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 18% |
| Kramer | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 10% |
| Liebert Control Concepts | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 7% |
| Linksys | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 5% |
| Lowell Manufacturing | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 10% |
| Lutron | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 12% |
| Magenta Research | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 8% |
| Middle Atlantic Products | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 11% |
| Niles | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 5% |
| Omnimount Systems | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 8% |
| Omnivex | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 2% |
| Optelecom | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 20% |
| Opticomm | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 5% |
| Peerless Industries | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 10% |
| Pelco | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 10% |
| Premier | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 39% |
| Proco | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 20% |
| Quartet Manufacturing | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 10% |
| Radio Design Labs | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 12% |
| RCI | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 5% |
| RGB Spectrum | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 12% |
| Sonic Alarm | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 10% |
| Surgex | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 14% |
| TecNec | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 5% |
| Ushio America | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 20% |
| V-Brick | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 10% |
| Whirlwind | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 9% |
| Wiko Ltd. | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 20% |
| Winsted Corp. | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 12% |
| Wireless Computing | Audiovisual- Integration Devices | All product (hardware, software), maintenance, and support in this product category | 15% |
| VFI | AV Accessories | VFI Accessories | 25% |
| Accom | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 10% |
| Adtec | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| Anton Bauer | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 10% |
| Arri | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 10% |
| Aspen Electronics | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 15% |
| Axis TV | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 10% |
| Blue Line | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| BUF | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| Camplex | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |

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| Chyron Corp. | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 12% |
| Clearcom | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| Compix Media | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| Dalet | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| DNF Controls | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 10% |
| Echolab | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| ESE | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| Evertz | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 6% |
| Focus Enhancements | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 15% |
| FOR-A | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| Global Streams | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 10% |
| Hamlet | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| Hitachi | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 12% |
| Horita | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| Hotronics | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 10% |
| IDX Technology | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 15% |
| Ikegami Broadcast Monitors | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 10% |
| Inscriber | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| JVC | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 14% |
| Key West | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 10% |
| Laird | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 10% |
| Leader Instruments | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 7% |
| Leightronix | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| Leitch | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 10% |
| Link Electronics | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 10% |
| Magni | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 10% |
| Miranda | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| Omneon Video Networks | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| On-Air Systems | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| Optibase | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 12% |
| Optivision | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| Panasonic | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| Pinnacle | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| Probel | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 8% |
| QTV | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| Ross Video Ltd. | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 10% |
| Scala | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| Sigma Electonics | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 10% |
| Sonic Foundary | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 7% |
| Sony | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| Sundance Digital | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| Tektronix | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| Telemetrics | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 9% |
| Telestream | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| Telex RTS | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 10% |
| TV One | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| Ultimatte | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| Vaddio | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 17% |
| Video Accessory Corp. | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 10% |
| Videotek | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 10% |
| Zandar | Broadcast Television Equipment | All product (hardware, software), maintenance, and support in this product category | 5% |
| Extron | Cables and Connectors | All product (hardware, software), maintenance, and support in this product category | 19% |
| AVTEQ | Furniture - AV and VTC (Carts, Lecterns, etc.) | All product (hardware, software), maintenance, and support in this product category | 20% |

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| BEI | Furniture - AV and VTC (Carts, Lecterns, etc.) | All product (hardware, software), maintenance, and support in this product category | 18% |
| Bretford | Furniture - AV and VTC (Carts, Lecterns, etc.) | All product (hardware, software), maintenance, and support in this product category | 20% |
| Dalite | Furniture - AV and VTC (Carts, Lecterns, etc.) | All product (hardware, software), maintenance, and support in this product category | 17% |
| Evans | Furniture - AV and VTC (Carts, Lecterns, etc.) | All product (hardware, software), maintenance, and support in this product category | 8% |
| Forecast Consoles | Furniture - AV and VTC (Carts, Lecterns, etc.) | All product (hardware, software), maintenance, and support in this product category | 5% |
| Freeburger Consoles | Furniture - AV and VTC (Carts, Lecterns, etc.) | All product (hardware, software), maintenance, and support in this product category | 10% |
| Hardwood Concepts | Furniture - AV and VTC (Carts, Lecterns, etc.) | All product (hardware, software), maintenance, and support in this product category | 8% |
| KSI | Furniture - AV and VTC (Carts, Lecterns, etc.) | All product (hardware, software), maintenance, and support in this product category | 31% |
| Luxor | Furniture - AV and VTC (Carts, Lecterns, etc.) | All product (hardware, software), maintenance, and support in this product category | 15% |
| Marshall Furniture | Furniture - AV and VTC (Carts, Lecterns, etc.) | All product (hardware, software), maintenance, and support in this product category | 10% |
| Spectrum | Furniture - AV and VTC (Carts, Lecterns, etc.) | All product (hardware, software), maintenance, and support in this product category | 39% |
| Vansan Corporation | Furniture - AV and VTC (Carts, Lecterns, etc.) | All product (hardware, software), maintenance, and support in this product category | 10% |
| VFI | Furniture - AV and VTC (Carts, Lecterns, etc.) | Carts and Furniture | 35% |
| VCON | Service, Software, Accessories, and Maintenance | All product (hardware, software), maintenance, and support in this product category | 10% |
| The Whitlock Group | Services | Whitlock Equipment Rentals | 30% |
| The Whitlock Group | Services | Videoteleconferencing products for mfrs not specifically listed on VITA | 10% |
| The Whitlock Group | Services | A/V Products for mfrs not specifically listed on VITA Prices | 10% |
| The Whitlock Group | Services | Whitlock Branded Service and support packages | 10% |
| The Whitlock Group | Services- Integration and Installation Services | Sr Consultant (Design and CAD) Hourly Rate: | $90/hour |
| The Whitlock Group | Services- Integration and Installation Services | Sr. Consultant (Design and CAD) Daily Rate: | $720/day |
| The Whitlock Group | Services- Integration and Installation Services | Consultant (Systems Programming) Hourly Rate: | $90/hour |
| The Whitlock Group | Services- Integration and Installation Services | Consultant (Systems Programming) Daily Rate: | $720/day |
| The Whitlock Group | Services- Integration and Installation Services | Other- Service (Normal Business Hours) Hourly Rate | $75/hour |
| The Whitlock Group | Services- Integration and Installation Services | Other- Premium Service (After Normal Business Hours) Hourly Rate | $112/hour |
| The Whitlock Group | Services- Integration and Installation Services | Other- Training Hourly Rate | $75/hour |
| The Whitlock Group | Services- Integration and Installation Services | Other- Rental Setup and Event Production Hourly Rate | $55/hour |
| Accordent | Streaming devices | All product (hardware, software), maintenance, and support in this product category | 10% |
| Codian | Streaming devices | All product (hardware, software), maintenance, and support in this product category | 15% |
| Sonic Foundry | Streaming devices | All product (hardware, software), maintenance, and support in this product category | 7% |
| Starbak | Streaming devices | All product (hardware, software), maintenance, and support in this product category | 10% |
| Codian | Videoconferencing | All product (hardware, software), maintenance, and support in this product category | 15% |
| Lifesize | Videoconferencing | All product (hardware, software), maintenance, and support in this product category | 5% |
| Polycom | Videoconferencing | Viewstation SP 128 | 17% |
| Polycom | Videoconferencing | Viewstation Series including FX and VS4000 | 52% |
| Polycom | Videoconferencing | Polycom V500, VSX3000, VSX6000, VSX7000, and VSX8000 | 18% |
| Polycom | Videoconferencing | VSX Multipoint Software and Visual Concert devices | 0% |
| Polycom | Videoconferencing | Polycom Via Video USB Systems | 33% |
| Polycom | Videoconferencing | Polycom PVX Software / Logitech | 10% |
| Polycom | Videoconferencing | Polycom branded services, installation and training (including iPower and Multipoint series) | 0% |
| Polycom | Videoconferencing | Polycom Premier maintenance | 2% |
| Polycom | Videoconferencing | ReadiManager LX100, GMS, and Polycom "SW.1" Classification products | 10% |
| Polycom | Videoconferencing | Polycom Network Modules, Accessories and Replacement Parts | 5% |
| Polycom | Videoconferencing | iPower Systems (9000 codec series) | 25% |
| Polycom | Videoconferencing | Polycom Cables and accessories | 5% |
| Polycom | Videoconferencing | Multipoint hardware in Polycom "NS.1" Classification of products | 20% |
| Polycom | Videoconferencing | Multipoint hardware in Polycom "NS.2" or "NS.3" Classification of products | 15% |
| Polycom | Videoconferencing | Multipoint hardware not in category NS.1 or NS.2 | 5% |
| Polycom | Videoconferencing | Polycom VTX1000 and Polycom "AUD.10" Classification products | 30% |
| Polycom | Videoconferencing | Polycom Vortex Series and Polycom "AUD.4" Classification products | 15% |
| Polycom | Videoconferencing | Polycom Audioconferencing peripherals and items not specifically listed above | 5% |
| Polycom | Videoconferencing | All other Polycom products and services not in category listed above | 5% |
| Radvision | Videoconferencing | All product (hardware, software), maintenance, and support in this product category | 15% |
| Sony | Videoconferencing | All product (hardware, software), maintenance, and support in this product category | 10% |

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| Tandberg | Videoconferencing | ALL Rack mount codec hardware (including, but not limited to: 3000MXP and 6000MXP) | 25% |
| Tandberg | Videoconferencing | ALL Set top codec hardware including rollabouts (including, but not limited to: 550MXP, 770MXP, 880MXP, 990MXP) | 25% |
| Tandberg | Videoconferencing | Accessories, cables, and Misc. Cameras | 5% |
| Tandberg | Videoconferencing | Document Cameras (all brands) | 15% |
| Tandberg | Videoconferencing | Educator MXP Series hardware | 20% |
| Tandberg | Videoconferencing | Portable MXP System hardware | 20% |
| Tandberg | Videoconferencing | Tandberg Personal system hardware (including 150, 1000, and 1500MXP) | 20% |
| Tandberg | Videoconferencing | Tandberg specialty product hardware (including, but not limited to: Director, Intern, and Tactical II) | 22% |
| Tandberg | Videoconferencing | Tandberg branded services, installation and training | 0% |
| Tandberg | Videoconferencing | Tandberg maintenance (core service) | 0% |
| Tandberg | Videoconferencing | Tandberg Infrastructure Product (including TMS, MCU, MPS, Gateway, Gatekeeper, Boarder Controller, etc.) | 25% |
| Tandberg | Videoconferencing | Tandberg software including option keys, software upgrades, and software only solutions | 10% |
| Tandberg | Videoconferencing | All other Tandberg products and services not in category listed above | 5% |
| Tandberg | Videoconferencing | TMS Base Model (PN: 112160) | 30% |
| VCON | Videoconferencing | VCON HD desktop hardware | 34% |
| VCON | Videoconferencing | All non-desktop hardware | 20% |
| VCON | Videoconferencing | All software maintenance and support in this category | 10% |
| VTEL | Videoconferencing | All product (hardware, software), maintenance, and support in this product category | 2% |
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| **NOTE:** | | | |
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| Installation, training, maintenance options, and on-site support services are NOT included unless specifically listed on the Whitlock quotation. | | | |
| Price offered includes freight (FOB Destination) as requested by the state bid. | | | |
| Discount offered per current vendor List price sheet. | | | |

**EXHIBIT C**
**CONTRACT NUMBER VA-050912-WHIT**
**BETWEEN**
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY**
**AND**
**The Whitlock Group**

Exhibit c is hereby incorporated into and made an integral part of Contract Number VA-050912-WHIT ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and The Whitlock Group ("Whitlock" or "Contractor").

In the event of any discrepancy between this Exhibit C and Contract No. VA-050912-WHIT, the provisions of Contract No. VA-050912-WHIT shall control

The Whitlock Group
*broadcast & presentation solutions*

## PROCEDURES MANUAL


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- 1.1 General
- 1.2 The Whitlock Team

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- 2.1 Request for Quotation
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- 3.1 Pre-Installation/Integration Planning
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5 Invoices
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## 1. Introduction

1.1. General

This Procedures Manual has been developed in accordance with the specifications of the Commonwealth of Virginia RFP 2005-027. It is designed to provide an overview of the mechanisms available to conduct business with The Whitlock Group under the VITA contract. Any questions about this procedures manual of the contents within should be directed to The Whitlock Group's VITA Contract Administrator, Doug Hall, at (800) 726-9843 or via email at halld@whitlock.com.

1.2 The Whitlock Team

The following Whitlock individuals would serve as the primary support personnel for the VITA Contract:

**Doug Hall**, CFO, would serve as the Contract Administrator. Doug would be responsible for managing and overseeing all functions of the VITA contract.

Doug can be reached via halld@whitlock.com or (800) 726-9843

**Todd White**, Account Manager, would serve as the primary point of contact for pre-sales customer demonstrations and sales support. Todd would also support Doug Hall with any pricing or product necessities.

Todd can be reached via whitet@whitlock.com or (800) 726-9843

**Staci Saunders**, Customer Service Manager, would serve as the main point of contact for order processing, equipment delivery, status and other customer service related issues. All Purchase Orders would also go directly to Staci.

Staci can be reached via saunders@whitlock.com or (800) 726-9843

**Randy Stewart**, Director of Engineering, would serve as the main point of contact for all Engineering support services. Randy will provide VITA end users with consultation, design and engineering support on an as-needed basis.

Randy can be reached via stewartr@whitlock.com or (800) 726-9843

**Marie Jones**, Technical Operations Coordinator, would serve as the main point of contact for the scheduling of any integration projects for all VITA end users. Once a Purchase Order has been issued to The Whitlock Group for an integrated system, Marie immediately would begin working with the end-user's designated Point of Contact (POC) to develop an installation timeline and allocate Whitlock personnel to complete the required install tasks.

Marie can be reached via jonesm@whitlock.com or (800) 726-9843

**Christy Goins**, Service Coordinator, would serve as the main point of contact for all post-installation service and warranty support, including preventative maintenance appointments, service calls and repair issues.

Christy can be reached via goinsc@whitlock.com or (800) 726-9843

## 2. Authorized User Procedures for Order Processing

### 2.1 Request for Quotation

The Whitlock Group can accept Requests for Quotations using the eVA system. All requests entered through eVA go directly to Doug Hall. Doug reviews the request and disseminates the information to the appropriate Whitlock Account Manager, who will then respond to the request in the appropriate manner, using the VITA standard Quote form. The Whitlock Group can also provide on-site product demonstrations, systems consultation and design recommendations, if needed.

### 2.2 Ordering

All purchase orders, whether for equipment-only or completely integrated solutions, should be issued to:

Staci Saunders

The Whitlock Group

3900 Gaskins Road

Richmond, VA 23233

For equipment-only solutions, Staci will interface with the Account Manager assigned to the client and make sure the equipment is ordered and the client is informed of delivery timelines. For integrated solutions orders, Staci will interface with the Account Manager and also The Whitlock Group's Technical Coordinator, Marie Jones, to set up installation schedules, coordinate equipment delivery, etc.

### 2.3 Delivery Order Modifications

Any delivery order modifications should go directly to Staci Saunders at (800) 726-9843 or via email saunders@whitlock.com.

## 3. Installation and Integration

### 3.1 Pre-Installation / Integration Planning

Because proper systems design has a substantial impact on the overall functionality of a facility, The Whitlock Group will begin each integration project with needs assessment meetings, site surveys and detailed analysis reporting of a customer's current facility to gain information on the operational goals and technical needs. From this, we generate general design recommendations and a project timeline. Randy Stewart will serve as the main point of contact for all pre-installation needs.

### 3.2 Systems Design

During this phase, The Whitlock Group generates a complete set of VidCAD(tm) drawings and a detailed equipment list. The drawing package includes all video, audio and control flow drawings and patch panel and custom I/O panel layouts. Details on equipment placement are shown in rack elevations and console layout drawings.

### 3.3 Staging

Equipment racks are wired, terminated and labeled. Complete electrical and point-to-point testing is then completed on all components. End users are then invited to come to our staging area and see the system operational and “push buttons” on the control system to confirm the system operates as planned. Our exhaustive staging step is key to the successful integration of the final system on-site, and it also limits the time Whitlock personnel must spend on-site at the customer facility since much of the work is done in our own offices.

### 3.4 Project Management

A key member of The Whitlock Group’s team is assigned to the client as their dedicated Project Manager. This person has overall control of the development effort and serves as the primary communication link between your company and ours. We work actively on timeline development and reporting to keep you abreast of our progress. Other key staff members include VidCAD(tm) Design Engineers who are responsible for schematic drawings, console and equipment elevations and other appropriate documentation as directed by the Project Manager.

### 3.5 Installation

An Installation Manager is responsible for overseeing the integration of the system. We offer quality mounting, cabling, and complete system integration to ensure a professional appearance and to assist in quick troubleshooting. Not only will you enjoy working with a great group of factory-trained technicians, but you'll also be proud to take your visitors on a behind-the-rack tour.

### 3.6 Acceptance Testing

Once the installation is complete, The Whitlock Group will complete performance testing on all systems installed. We have diagnostics checklists we use to ensure the systems are tested thoroughly. The client is welcome to participate in our performance testing, if desired.

### 3.7 Training

We’re experts at using the systems we install. And we don’t leave until you are, too. The Whitlock Group offers training and documentation services that provide your personnel detailed instruction on the operation and basic maintenance of all systems and equipment.

### 3.8 Documentation

The Whitlock Group will provide as-built drawings and product manuals for all systems installed.

### 3.10 Warranty

The Whitlock Group will offer a one-year return to manufacturer warranty on all equipment. The Whitlock Group will offer a standard 48 hour on-site and 4 hour phone response to warranty claims. The Whitlock Group warrants all installation work to be free from defects for a period of (1) year. The Whitlock Group will offer optional Service Contracts to contain additional warranty options and expedited response times as optional "add – ons" to their systems solutions.

## 4. Problem Resolution

### 4.1 Procedures (General)

The following individuals are available for support for all VITA end users:

Doug Hall, halld@whitlock.com: Contact Doug Hall for Request for Quotations or any VITA contractual questions.

Todd White, whitet@whitlock.com: Contact Todd White for Equipment Needs, Product Demonstrations and Sales Support.

Staci Saunders, saunders@whitlock.com: Contact Staci Saunders with any questions about submitting a Purchase Order to The Whitlock Group or with any questions about shipping of items, delivery status, etc.

Randy Stewart, stewartr@whitlock.com: Contact Randy Stewart with any questions about integrated systems consultation, design, engineering, installation, training or warranty support.

Marie Jones, jonesm@whitlock.com: Contact Marie Jones with any questions regarding scheduling your system installation or any issues that may arise during the actual installation process.

Christy Goins, goinsc@whitlock.com: Contact Christy Goins with all service, repair or warranty issues that occur after the receipt of equipment (for equipment-only orders) or after your installation is complete (for fully integrated systems).

### 4.2 Help Desk

Christy Goins is The Whitlock Group's Service Coordinator. She manages The Whitlock Group's Help Desk and should be contacted at (800) 726-9843, ext. 108 with any issues regarding equipment or system service / repair needs.

### 4.3 Response Time

The Whitlock Group will offer a standard 48 hour on-site and 4 hour phone response to warranty claims. The Whitlock Group will offer to each VITA end user optional Service Contracts to contain expedited response times and other enhanced offerings.

### 4.4 Problem Determination and Repair

The Whitlock Group's Service Coordinator, Christy Goins, will contact the appropriate Whitlock staff depending on the type of problem reported. Christy will then contact the client to inform them of the course of action The Whitlock Group will take to remedy the situation. The most qualified person for the type of problem reported will then be assigned to contact the client to try and resolve the problem by phone. If successful, the problem will be deemed resolved. Otherwise, The Whitlock Group will dispatch the appropriate person(s) to the client site to perform the needed repairs. Christy will monitor the progress of the Whitlock response team. The response team will report back to Christy with a "Service Call Matrix" that details all work performed. Whitlock personnel will retest all systems to ensure they are performing to specification before considering the problem resolved. Once the situation is deemed "resolved", Christy will notify the end user as well as all internal Whitlock management teams of the service completion. Christy will make sure the end user is satisfied with the service received and all systems are performing properly.

## 5. Invoices

### 5.1 Invoice Requirements

The Whitlock Group generally submits invoices for equipment and freight as the related items are shipped from its warehouse or vendor.

### 5.2 Invoice Submission Schedule

Invoices for labor, parts, and other charges are submitted at least monthly in accordance with the progress of the related work.

### 5.3 Invoice Authorized User Approvals

Invoices are submitted in accordance with the customer's instructions, usually set forth on the Purchase Order.

### 5.5 Payment

All forms of payment should be made to:

The Whitlock Group

Attn: Accounts Receivable

3900 Gaskins Road

Richmond, VA 23233

**EXHIBIT DCONTRACT NUMBER VA-050912-WHIT**
**BETWEEN**
**VIRGINIA INFORMATION TECHNOLOGIES AGENCY**
**AND**

**THE WHITLOCK GROUP**

Exhibit D is hereby incorporated into and made an integral part of Contract Number VA-050912-WHIT ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and The Whitlock Group ("Whitlock" or "Contractor"). In the event of any discrepancy between this Exhibit D and Contract No. VA-050912-WHIT, the provisions of Contract No. VA-050912-WHIT shall control.

## EXHIBIT D, MAINTENANCE AGREEMENT

This Maintenance Agreement Exhibit ("Maintenance Exhibit") is entered into as of _____, 20__ ("Exhibit Effective Date") and, except as expressly set forth or provided herein, shall be governed by the terms and conditions of the Master Product and Maintenance Agreement, Agreement # _____, between the Virginia Information Technologies Agency (hereinafter referred to as the "VITA"), pursuant to §2.2-2012 of the Code of Virginia, and _____ ("Supplier"), effective _____, (the "Contract").

**A. Purpose**

Supplier agrees to provide certain maintenance services ("Services") for the Product listed in Attachment A hereto in accordance with the terms and conditions set forth below, and VITA agrees to utilize the Services in accordance with the terms and conditions set forth below.

**B. Definitions**

As used in this Exhibit, the terms set forth in this Section shall have the meanings provided herein. Other terms used in this Exhibit but not defined in this Section shall have the meanings ascribed thereto or are otherwise defined in the Contract in which they are used and shall have the meanings therein indicated.

**1. Product**

Product listed in Attachment A to be maintained under this Exhibit.

**2. Maintenance Coverage Period (MCP)**

The time-frame during which Supplier shall respond to a request for Service and during which maintenance service calls are covered by the annual Maintenance Charge. The MCP shall be twenty-four (24) hours per day, seven (7) days per week, excluding those holidays set forth in Attachment C.

**3. Maintenance Record**

VITA's automated dispatch and service tracking system record.

**4. Maintenance Services**

Those Services, preventative and remedial, performed by Supplier at VITA's request in order to ensure continued operation of the Product.

**5. Operating Condition**

That condition which allows the Product to function in a normal, acceptable working manner, as designed by the Product manufacturer.

**6. Response Time**

The time between Supplier's receipt of VITA's request for Maintenance and the time Supplier commences repair of the Product.

## C. Term and Termination

### 1. Exhibit Effective Date

This Maintenance Exhibit shall become effective on the date set forth above, upon execution by VITA and Supplier. Product designated for Service by Supplier as listed in Attachment A of this Exhibit shall continue under contract for two (2) years. Thereafter, this Maintenance Exhibit may be renewed for subsequent twelve (12) month periods should VITA elect. VITA may terminate this Maintenance Exhibit, in total or as to any portion of the Product, once per year without cause, provided however, that VITA shall provide Supplier written notice of such intent to terminate ninety (90) days in advance of any anniversary of this Maintenance Exhibit.

### 2. Termination for Cause

Should Supplier fail to perform its material obligations under this Maintenance Exhibit, VITA shall give Supplier written notice of such failure. Supplier shall have 45 days from receipt of said notice to correct this failure at no cost to VITA. Should Supplier fail to correct its performance within the 45 day period, VITA shall have the right to immediately terminate this Maintenance Exhibit or a portion of this Maintenance Exhibit by giving Supplier written notice of termination, and shall receive a refund of any amounts paid for Services not rendered after the effective date of termination. In the event of termination for breach, VITA reserves all remedies available in law and in equity.

## D. Services

### 1. Preventive Maintenance

Preventive Maintenance is action, including, but not limited to, inspecting adjustment and testing, furnished on a scheduled basis, to diagnose potential problems and ensure proper Product operation, in accordance with the Product manufacturer's recommended procedures.

Preventive Maintenance shall be provided on a schedule as set forth in Attachment B. All Preventive Maintenance shall be performed during the MCP unless the performing of such Preventive Maintenance affects the Product's processing capabilities, in which case Preventive Maintenance shall be performed at other times mutually agreed upon by Supplier and VITA/AUTHORIZED USER.

VITA/AUTHORIZED USER shall provide Supplier with the required access to the Product for such periods of time as are required to perform Preventive Maintenance, subject to VITA/AUTHORIZED USER's security regulations.

Should Supplier fail to provide Preventive Maintenance in accordance with the schedule set forth in Attachment B, VITA/AUTHORIZED USER shall receive a payment equal to ten percent (10%) of the monthly maintenance charge for the Product where the Preventive Maintenance was not provided, for each calendar day until such Preventive Maintenance is provided after the end of the month in which the Preventive Maintenance was scheduled and such payment shall be paid to VITA/AUTHORIZED USER on a quarterly basis. If, however, Preventive Maintenance cannot be accomplished as scheduled due to VITA/AUTHORIZED USER's refusal to allow access to the Product, Preventive Maintenance shall be scheduled at a mutually agreed upon time, and Supplier shall be relieved of any liability for failure to perform said Preventive Maintenance under this Section. There shall be no charge to VITA/AUTHORIZED USER for Maintenance Services necessitated by Supplier's failure to perform Preventive Maintenance on schedule.

### 2. Remedial Maintenance

Remedial Maintenance is maintenance service, (in accordance with the Product manufacturer's recommended procedures for repair of the Product), necessary to identify and repair Product malfunctions in order to return the Product to its original Operating Condition. Supplier agrees to utilize the most expeditious methods of restoring the Product to its original Operating Condition, which may include part or whole unit replacement.

The Maintenance Charge entitles VITA/AUTHORIZED USER to PM and Remedial Maintenance requested at any time for calls during the MCP. Supplier shall perform

Remedial Maintenance when VITA/AUTHORIZED USER notifies Supplier of a Product malfunction. Calls dispatched outside the MCP may be subject to Service Out-of-Scope charges. VITA/AUTHORIZED USER may elect, at any time, an alternative MCP offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier's receipt of VITA/AUTHORIZED USER's written notice.

**3. Response Time**

Supplier agrees to provide a Response Time not to exceed four (4) hours. Supplier shall be deemed to have received VITA/AUTHORIZED USER's request for Remedial Maintenance when VITA/AUTHORIZED USER advises Supplier of its need for Maintenance via LMR, printer message or telephone call.

**4. Service Out-of-Scope**

VITA/AUTHORIZED USER may, at any time it deems necessary, request maintenance service which is outside the scope of this Maintenance Exhibit ("Service Out-of-Scope"), including, but not limited to: (i) service on equipment not covered by this Maintenance Exhibit, (ii) repair of damage or replacement of parts of Product resulting from changes in the Product environment, extraordinary use of the Product, or interconnected devices by VITA/AUTHORIZED USER, or (iii) service outside the applicable MCP. The charge for such Service Out-of-Scope shall be at the hourly rate specified in Attachment A hereto and shall be inclusive of all expenses. Maintenance requested for a unit of Product within the forty-eight (48) hour period immediately following Remedial Maintenance performed on the same unit of Product for the same problem, shall be at no cost to VITA/AUTHORIZED USER. Requests for Service Out-of-Scope shall only be approved for payment by VITA/AUTHORIZED USER when a Maintenance Record is included with the Service Out-of-Scope invoice.

**E. Replacement Parts**

Supplier may install or replace parts and components as it determines necessary to ensure Product operation. Such parts and components used for replacement ("Replacement Parts") may be new, used or refurbished, provided Supplier shall use only new Replacement Parts or Replacement Parts of equal quality and functionality. All parts and/or components replaced become the property of Supplier. Supplier agrees to provide and maintain, in good repair, adequate Replacement Parts and test equipment required for the Maintenance of the installed base of Product.

**F. Maintenance Dispatch Procedures**

VITA/AUTHORIZED USER's designated control organization shall have the exclusive authority to request Maintenance Service. Supplier shall not respond to calls for service from any other source without prior written approval of VITA/AUTHORIZED USER's agreement administrator designated herein.

**G. Dispatch System/ Record**

Supplier shall utilize the Maintenance Record for reporting all Maintenance Services performed hereunder, using VITA/AUTHORIZED USER's reporting system procedure. Maintenance Records shall be utilized for recording the following:

ii). Installation/Relocation/Removal/Modifications

i). Remedial Maintenance

ii). Preventive Maintenance

iii). Service Out-Of-Scope

**H. On Site Coverage**

For those locations where VITA/AUTHORIZED USER has selected dedicated on-site coverage, Supplier shall provide the following services in addition to Maintenance Services: (i) relocation of previously installed Product; (ii) assistance to VITA/AUTHORIZED USER's communications department in mutually acceptable duties related to the Maintenance Services provided under this Maintenance Exhibit; and (iii) cabling, if applicable. Attachment A shall identify all locations that are covered by on-site coverage.

**I. Spares**

Supplier/VITA/AUTHORIZED USER has agreed to provide all spare parts as shall be required to maintain the Product covered by this Maintenance Exhibit. Supplier agrees to make available and distribute such parts, in good repair, to each engineer servicing the Product covered by this Maintenance Exhibit.

Supplier agrees to maintain, in good repair, adequate spares and test equipment for all the Product.

**J. Equipment Covered**

Attachment A lists all Product types covered under this Maintenance Exhibit. Supplier's billing report or other agreed upon inventory record shall be updated monthly and shall list the Product covered under this Maintenance Exhibit by type, quantity and location. Product quantities and types may vary as Product is added or deleted from coverage. VITA/AUTHORIZED USER is not obligated to continue Maintenance on Product that has been removed from service, provided Supplier has been notified of such removal. Notification shall consist of a Maintenance Record or other agreed to written instrument. In such event, this Maintenance Exhibit shall be automatically amended without further action by VITA/AUTHORIZED USER or Supplier to reflect the relocation, addition or deletion of Product. Such amendments shall be incorporated herein, and the Product described therein shall be covered by this Maintenance Exhibit for the unexpired term hereof.

**K. Charges and Payment**

**1. Maintenance Charges**

VITA/AUTHORIZED USER shall pay Supplier annually in accordance with the charges specified on Attachment A. For Product added during the MCP, VITA/AUTHORIZED USER shall be invoiced for the prorata portion of the Annual Maintenance Charge commencing on the effective date of Maintenance coverage for each item of Product through the end of the MCP, so that the all Product covered by Maintenance Services shall be on a coterminous schedule. Maintenance charges for equipment added to this Maintenance Exhibit after the fifteenth (15th) day of any given month shall be assessed from and after the first day of the month following that in which the Product was added hereunder. Thereafter, Supplier shall invoice VITA/AUTHORIZED USER forty-five (45) days in advance of the anniversary date of this Maintenance Exhibit.

**2. Installation Charges**

(To be determined)

**3. Service Out-of-Scope Charges**

Supplier's hourly charges for Service Out-of-Scope are as set forth on Attachment A. Supplier shall invoice VITA/AUTHORIZED USER for Service Out-of-Scope charges on a monthly basis. Each Service Out-of-Scope charge must be supported per incident, by a Maintenance Record, or VITA/AUTHORIZED USER shall not be liable to pay such Service Out-of-Scope charges.

**4. Annual Maintenance Charge Changes**

There shall be no increases to the charges set forth on Attachment A hereto for a period of two (2) years from the effective date of this Maintenance Exhibit. Thereafter, should this Maintenance Exhibit be extended, Supplier may increase its charges once a year upon ninety (90) days prior written notice to VITA. Each such increase may be no greater than the percentage increase in the Consumer Price Index for All Urban Consumers, All Cities Average, as published by the Bureau of Labor Statistics of the Department of Labor (http://stats.bls.gov/cpi/home.htm) , for the effective date of the increase compared with the same index one (1) year prior thereto, with a maximum annual increase of 3%.

**5. Invoicing and Payment**

All invoices, with supporting documents, must be received by VITA/AUTHORIZED USER no later than ninety (90) days after Service is performed. Supplier shall submit separate invoices for the Maintenance Charges, (detailing the Product types and quantities by site), for Service Out-of-Scope billable activities, and for any installation services, including the

appropriate Maintenance Record or other agreed upon written instrument. Additional invoices may be required by VITA/AUTHORIZED USER, from time to time detailing charges for Product at affiliate locations by corporate department.

**L. Selection and Management of Supplier Personnel**

Supplier shall take such steps as may be necessary to ensure that all Supplier personnel provided under this Contract are competent and knowledgeable of the contractual arrangements and the applicable SOW between VITA/AUTHORIZED USER and Supplier. Supplier shall be solely responsible for the conduct of its employees and subcontractors and shall ensure that such employees and subcontractors comply with VITA/AUTHORIZED USER's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws. VITA/AUTHORIZED USER reserves the right to require the immediate removal from VITA/AUTHORIZED USER's premises of any employee, subcontractor or agent of Supplier whom VITA/AUTHORIZED USER believes has failed to comply or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

**M. Supplier Personnel Supervision**

Supplier and VITA acknowledge that Supplier shall be and is the sole employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of and terminate the employment of Supplier personnel.

**N. Entire Contract**

The following Attachments, including all subparts thereof, attached to this Exhibit are made a part of this Exhibit for all purposes.

Executed as of the last date set forth below by the undersigned authorized representatives of the Parties.

| Supplier | VITA |
|---|---|
| By: _____ | By: _____ |
| (Signature) | (Signature) |
| Name: _____ | Name: _____ |
| (Print) | (Print) |
| Title: Its:_____ | Title: Its:_____ |
| Date: _____ | Date: _____ |