Commonwealth of Virginia
Virginia Information Technologies Agency

ELECTRONIC MEDIA/VIDEOCONFERENCING EQUIPMENT

Optional Use Contract

Date:	March 7, 2011
Contract #:	VA-050912-YORK
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:	York Telecom Corporation 81 Corbett Way Eatontown, NJ 07724
FIN:	22-2624906
Contacts:	Rebecca Kane Telephone: 732-413-6000 Fax: 732-413-6060 E-mail: contracts@yorktel.com
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
E-Mail: 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-YORK
CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	Mod 1 adds Christie Digital Systems, Inc. products & services to the contract at a 25% discount from the Christie Digital list price	10/6/06
2	Mod 2 extends contract term	9/29/07
3	Revises Pricing	10/16/07
4	Updates VITA's contact information	11/21/07
5	Updates Supplier's contact information	12/4/07
6	Mod 3 updates IFA language in contract	1/12/08
7	Mod 4 extends contract term	9/29/08
8	Mod 5 extends contract term	9/29/09
9	Updates VITA's contact information	2/18/10
10	Mod 6 extends contract for 4 months	9/29/10
11	Mod 7 extends contract for 6 months	9/29/10
12	Mod 8 extends contract for an additional 2 months	4/1/11

MODIFICATION #8
TO
CONTRACT NUMBER VA-050912-YORK
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
YORK TELECOM CORPORATION

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 YORK TELECOM CORPORATION, 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-YORK (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.

YORK TELECOM CORPORATION	COMMONWEALTH OF VIRGINIA
BY: Roger Wesenyak	BY:
NAME: Roger Wesenyak	NAME: Samuel A. Wixon, Jr.
TITLE: Vice President, Contracts	TITLE: CIO
DATE: 07 March 2011	DATE: 3/11/7

MODIFICATION #7
TO
CONTRACT NUMBER VA-050912-YORK
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
YORK TELECOM CORPORATION

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 YORK TELECOM CORPORATION, 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-YORK (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.

YORK TELECOM CORPORATION	COMMONWEALTH OF VIRGINIA
BY: Roger W Senyak	BY: Susan S Wooldy
NAME: Roger W Senyak	NAME: Susan S Wooldy
TITLE: VP Contracts	TITLE: Director, SCM
DATE: 23 Sept 2010	DATE: Sept. 27 2010

MODIFICATION #6
TO
CONTRACT NUMBER VA-050912-YORK
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
YORK TELECOM CORPORATION

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 YORK TELECOM CORPORATION, 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-YORK (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, 2010 through January 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.

YORK TELECOM CORPORATION	COMMONWEALTH OF VIRGINIA
BY: Roger Wesenyak	BY:
NAME: Roger Wesenyak	NAME: Gregory H. Scearce
TITLE: VP of Contracts	TITLE: Strategic Sourcing Specialist
DATE: 01 September 2010	DATE: 9.2.2010

MODIFICATION #5
TO
CONTRACT NUMBER VA-050912-YORK
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
YORK TELECOM CORPORATION

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 YORK TELECOM CORPORATION, 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-YORK (the Agreement), as modified.

Modification #5 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.

YORK TELECOM CORPORATION	COMMONWEALTH OF VIRGINIA
BY: RKane	BY:
NAME: Rebecca Kane	NAME: GREGORY H. SCEARCE
TITLE: Contracts Admin	TITLE: STRATEGIC SOURCING SPECIALIST
DATE: 26 Aug 09	DATE: 8-28-09

MODIFICATION #4
TO
CONTRACT NUMBER VA-050912-YORK
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
YORK TELECOM CORPORATION

This MODIFICATION #4 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and YORK TELECOM CORPORATION, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #4 is hereby incorporated into and made an integral part of Contract VA-050912-YORK (the Agreement), as modified.

Modification #4 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.

YORK TELECOM CORPORATION	COMMONWEALTH OF VIRGINIA
BY: R Kane	BY:
NAME: Rebecca Kane	NAME: GREGORY SCEARCE
TITLE: Contracts Admin	TITLE: STRATEGIC SOURCING SPECIALIST
DATE: 7/17/08	DATE: 7-17-08

MODIFICATION #3
TO
CONTRACT NUMBER VA-050912-YORK
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
YORK TELECOM CORPORATION

This MODIFICATION #3 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "Commonwealth," and York Telecom Corporation, hereinafter referred to as "Contractor."

Reference Contract VA-050912-YORK, Page 7, Paragraph 4 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.

YORK TELECOM CORPORATION	COMMONWEALTH OF VIRGINIA
BY: R Kane	BY: Doug Crenshaw
NAME: Rebecca Kane	NAME: Doug Crenshaw
TITLE: Contracts Admin	TITLE: Sourcing Manager
DATE: 1/10/08	DATE: 1/14/08

MODIFICATION #2
TO
CONTRACT VA-050912-YORK
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
YORK TELECOM CORPORATION

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 York Telecom Corporation, 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-YORK.

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

Reference: Contract VA-050912-YORK, 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-YORK 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.

YORK TELECOM CORPORATION	COMMONWEALTH OF VIRGINIA
BY: R Kane	BY: George S. Goodman Jr.
NAME: Rebecca Kane	NAME: George S. Goodman, Jr.
TITLE: Contracts Admin	TITLE: IT Sourcing Consultant
DATE: 21 Sept 07	DATE: 9-21-07

MODIFICATION #1
TO
CONTRACT NUMBER VA-050912-YORK
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
YORK TELECOM CORPORATION

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and York Telecom Corporation, hereinafter referred to as "Contractor" relating to the modification of the above Contract. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-050912-YORK (the Agreement), as modified.

The purpose of this Modification #1 is to make the following change to the Agreement:

Both parties agree to the following:

The Contractor shall add the products from Christie Digital Systems, Inc. to the other products and services available under this Contract. The Contractor shall offer these products at a twenty-five (25) percent discount off Christie Digital Systems, Inc.'s list pricing.

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

YORK TELECOM CORPORATION	COMMONWEALTH OF VIRGINIA
BY: R. Kane	BY: Day Crenshaw
NAME: Rebecca Kane	NAME: Day Crenshaw
TITLE: Contracts Admin	TITLE: Strategic Sourcing Manager
DATE: 10/2/06	DATE: 10/6/06

MASTER PRODUCT AND MAINTENANCE CONTRACT
TABLE OF CONTENTS

1. PURPOSE 3
2. DEFINITIONS 3
   A. Acceptance 3
   B. Authorized User 3
   C. Confidential Information 3
   D. Product 3
   E. Receipt (of Product) 3
   F. Requirements 3
   G. Service 4
   H. System Software 4
   I. Supplier 4
   J. Supplier's Proposal 4
   K. VITA 4
   L. Warranty Period 4
3. TERM AND TERMINATION 4
4. PURCHASE, DELIVERY, INSTALLATION AND ACCEPTANCE 4
   A. Orders 4
   B. Delivery Procedure 5
   C. Late Delivery 5
   D. Purchase Price and Price Protection 5
   E. Purchase Payment Terms 6
   F. Invoice Procedure 6
   G. Product Installation 6
   H. Product and/or Service Acceptance Criteria 7
   I. Product Discontinuation 7
   J. Supplier's Report of Sales and Industrial Funding Adjustment 7
5. PRODUCT SUPPORT 8
   A. VITA or Third Party Support 8
   B. Engineering Changes and Product Modification 8
   C. Training 8
   D. Parts and Maintenance Support 9
6. WARRANTY AND REMEDY 9
   A. Supplier 9
   B. Ownership 9
   C. Supplier Viability 9
   D. Compatibility 9
   E. Product 9
   F. Warranty Services 10
7. SCOPE OF USE 11
8. SOFTWARE LICENSE 11
   A. License Grant 11
   B. Limitations on Copying and Disclosure 11
   C. Business Continuity and Recovery 11
9. COMPETITIVE PRICING 12
10. CONFIDENTIALITY 12
   A. Treatment and Protection 12
   B. Exclusions 12
   C. Return or Destruction 12
11. LIABILITY AND INDEMNIFICATION 12

12. SECURITY COMPLIANCE **13**
13. BANKRUPTCY **13**
14. GENERAL **14**
A. Relationship Between VITA and Supplier **14**
B. Incorporated Contractual Provisions **14**
C. Governing Law **14**
D. Dispute Resolution **14**
E. Advertising and Use of Proprietary Marks **15**
F. Notices **15**
G. No Waiver **15**
H. Assignment **15**
I. Captions **15**
J. Severability **15**
K. Survival **15**
L. Force Majeure **15**
M. Remedies **15**
N. Right to Audit **16**
O. Contract Administration **16**
P. Entire Contract **16**

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 York Telecom Corporation ("Supplier") to be effective as of _____, 2005 ("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 Terms included In Exhibit D.

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 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 Exhibit 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 a Maintenance Contract upon written notice to Supplier prior to each anniversary date of a Maintenance Contract 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 unless agreed to by both parties and set forth in the individual order. 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, With the exception of equipment that is on back order from an OEM or distributor, 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 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

All quotes for hardware submitted by the contractor shall include a separately priced line item for installation services. 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 reasonably required to enable any Authorized User obtain support and maintenance services from a third-party

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 ExhibitA 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 contractor shall provide end user orientation on all newly installed systems. This training usually occurs in conjunction with completion of Test and Acceptance.

Training highlights include:

- Powering-up and shutting down the system
- Identification and operation of the system components
- Demonstration of the system features
- Initiating a conference
- Answering a video call
- Terminating a session
- Entering site information into the dialing directory
- Basic Trouble shooting (check cables, power, connections,etc)
- Calling in a Trouble Ticket to the Help Desk

Pursuant to a mutually agreed upon schedule, Supplier shall provide sufficient personnel experienced and qualified to conduct such training. Any available optional training, and applicable pricing and discounts, are described in Exhibit B.

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,

Upon suppliers' notification by an OEM or distributor of discontinuance of any product, supplier shall notify the Authorized User immediately 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 standard commercial practices. 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. 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	Offeror’s proposal, Section 5
Exhibit B	Pricing
Exhibit C	Available Maintenance Programs
Exhibit D	Maintenance Agreement

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

By: Roger Wesenyak

(Signature)

Name: Roger Wesenyak

(Print)

Its: Director, Contracts & Business Development

Date: 13 SepT 2005

VITA

By: Gary Crenshaw

(Signature)

Name: Gary Crenshaw

(Print)

Its: Strategic Sourcing Manager

Date: 9/29/05

Address for Notice:

York Telecom Corporation

81 Corbett Way

Eatontown NJ 07724

Attention: Contract Manager

Address for Notice:

Attention: Contract Administrator

EXHIBIT A
CONTRACT NUMBER VA-050912-YORK
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
York Telecom Corporation

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

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

Exhibit A is attached.

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 Y, F, or N	B Comments / Description
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**	All product lines from the following manufacturers: AKG Acoustics AMX Ashly Audio Audio Technica Avacast Belkin Canon USA Chief Manufacturing

			ClearOne Chyron Crestron CROWN International Da-Lite Deaf Talk Draper Elmo Extron Fujinon Fujitsu Harmonic Hitachi Gentner High Vision InFocus InLine JBL JVC KSi Leitch Mackie Marshall Furniture Middle Atlantic NEC Panasonic Pioneer Proxima Rane RGB Spectrum Samsung Sanyo Sharp Shure SMART technologies Sonic Foundry Sony (AV related) SoundCraft Syenelec Toshiba Telemetrics VFI Furniture VBrick Videotek VTEL Winstead
2.	If you responded yes to question 1, can your firm provide installation / integrator services for these products? If so, which ones?	Y	York Telecom provides installation, integration, and maintenance support for all manufacturers' products listed above.
3.	Does your firm have a formal relationship with the manufacturers of the products you have proposed?	Y	

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	
5.	Have you provided products and / or installation services for other clients similar to the Commonwealth of Virginia?	Y	York Telecom has provided products, services and support for numerous Federal, State and Commercial customers, as described in the attached Supplier Profile.
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	Reference contact information is provided in the "References and Past Performance" section of the attached Supplier Profile.

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 Y, F, or N	B 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	All product lines from the following manufacturers: Tanberg Polycom Sony VTEL Life Size Video
2.	If you responded yes to question 1, can your firm provide installation / integrator services for these products? If so, which ones?	Y	York Telecom provides installation, integration, and maintenance support for all manufacturers' products listed above.
3.	Does your firm have a formal relationship with the manufacturers of the products you have proposed?	Y	
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	
5.	Have you provided products and / or installation services for other clients similar to the Commonwealth of Virginia?	Y	York Telecom has provided products, services and support for numerous Federal, State and Commercial customers, as described in the attached Supplier Profile.
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	Reference contact information is provided in the "References and Past Performance" section of the attached Supplier Profile.
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.		Polycom ViaVideo II 2200-20500-001
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.		Tandberg 990 MXP - 113570 NPP - 113824NPP MS - 113824MS 512k ISDN - 113842
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.		Tandberg 1500 MXP - 113920 NPP - 113922NPP MS - 113922MS 512k ISDN - 1139196
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.		Tandberg 2000 MXP - 113800 NPP - 13822NPP MS - 113822MS 512k ISDN – 1138412

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.		Tandberg Intern MXP - 500947 990 MXP - 113570 NPP - 113824NPP MS - 113824MS 512k ISDN – 113842
12.	Identify the Field Communications Systems from your catalog(s) that meet the minimum requirements for Field Communication Systems listed in Appendix A.		Tandberg Tactical MXP-114151 NPP - 114487NPP MS - 114487MS
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.		Tandberg MPS - 11363016 Mediaport 16+16 - 1137016 Tandberg Gatekeeper-113740 1000/200 upgrade – 113881200
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.		Tandberg Mgmt Suite - 112160 Optional Client Solution - 113612C25

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 Y, F, or N	B Comments / Description
1.	Can you provide a single point of contact to be named as Account Representative if awarded a contract?	Y	Single point of contact for the Commonwealth will be senior global account manager: Michelle D'Auria E-mail: mdauria@yorktel.com 732-413-6025 Direct Dial
2.	If you responded yes to question 1, can you provide a toll free phone number?	Y	Call Toll Free: 866-836-8463 x 6025

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 Y, F, or N	B Comments / Description
1.	Do you currently have a catalog on eVA? If so, for what products/services? Are you currently	Y	VITA STATEWIDE CONTRACT: VA-040730-YTC for media

	doing any other business on eVA?		services such as video production, post production, streaming video and related products and services.
2.	If you are already doing business on eVA, please provide up to five examples of your success and timeliness of implementing on eVA.		Audio and visual production services, personnel and support for Virginia State Bar events such as the May 20, 2005, VSB event at the Richmond Convention Center with live broadcast featuring the Chief Justice of the Supreme Court of Virginia and two-way video link with remote audience at Southwestern Virginia Higher Education Center (SVHEC).
3.	Are there any restrictions that will hinder your ability to successfully implement on eVA?	N	
4.	Provide an in-depth and clear implementation plan if you were to be awarded a contract.		The implementation plan upon contract award is similar to the process following last year's VITA contract award to York Telecom for video production, postproduction and streaming media. VITA will be contacted by its York Telecom Project Manager within 24 hours of York Telecom's notice of contract award to schedule a contract kickoff meeting. Concurrently, York Telecom will compile its eVA catalog in the required format, and submit as an Excel table for loading into eVA. The kickoff meeting will establish the single point of contact for the Commonwealth to engage York Telecom, define processes and procedures for task orders and change management, and review toll-free numbers for York Telecom's 24/7 National Support Center help desk, as well as escalation procedures for support or maintenance issues that can not be resolved remotely and require the dispatch of a field engineer and loaner equipment.
5.	What is your anticipated time required to post a catalog or punch-out catalog on eVA after contract award? Provide detailed explanation.		York Telecom is prepared to post a complete eVA catalog within 72 hours of contract award. A

	How would you minimize the time to complete implementation?		detailed Excel spreadsheet modeled after the format of York Telecom's existing eVA catalog in support of another VITA active contract has been compiled to cover all relevant manufacturer product lines, services, labor categories, and support offerings for the products and services covered by VITA RFP 2005-027.

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 Y, F, or N	B Comments / Description
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	York Telecom will complete a Quarterly review of its eVA catalog and update, as appropriate, to ensure that its eVA catalog is complete and that all pricing, part numbers, and related information is correct and current.
2.	Include your anticipated schedule of technology refresh and methods of communicating such changes.		York Telecom will submit all updates to its eVA catalog electronically, via Excel spreadsheets that can be imported into eVA on a quarterly basis throughout the contract term.

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 Y, F, or N	B 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		The comprehensive process, built on York Telecom's 20 years of success designing, installing, operating and supporting sophisticated videoconferencing and video-centric solutions and technologies includes several key phases:

	follow-up.		✓ Needs Analysis ✓ Site Survey ✓ System Architecture/Design ✓ Detail Engineering ✓ Procurement Management ✓ Staging ✓ Testing in York Labs ✓ Certification ✓ Packaging and Shipment ✓ Installation and Integration ✓ Acceptance Testing ✓ End-User Training ✓ Customer Signoff ✓ Ongoing Help Desk Support ✓ Enhanced Maintenance Support This entire process is coordinated by your dedicated York Telecom Project Manager. Detailed information about York Telecom Project Management methodologies and processes can be found in the attached Supplier Profile. Additionally, the attached Supplier Profile details York Telecom's National Support Center, troubleshooting, escalation procedures, and customer care.

G. Integrator Services:

G.	Requirements	A Y, F, or N	B Comments / Description
1.	Describe the types and levels of Integrator services you offer.		See description, below.

York Telecom is uniquely qualified to integrate videoconferencing with AV equipment. Our experience and capabilities range from the simple installation of roll-about / set-top systems through complex fully-integrated meeting rooms, board-rooms and auditoriums. We have almost 20 years of history in both VTC and A/V integration as these skill sets are the core competency of our company's growth.

To maximize system usability, once systems reach a certain level of functionality, we recommend the use of an A/V control system from either Crestron or AMX. York Telecom is fully trained in the installation and programming of both of these solutions and our design/build team has integrated thousands of solutions around the globe.

Our integrated audio visual systems and video conferencing solutions utilize proven engineering practices that provide fully functional, ergonomic and ease to operate solutions. We cordially invite VITA to visit for due diligence purposes for further detail of integration processes and York Telecom's unique best practices methodologies in these areas.

Our room design capabilities include but are not limited:

- Room layout and construction design: Dimensions, color/aesthetic, table size/shape, table orientation in the room, color/aesthetics, chair arrangement, location of the equipment, windows, doors, platforms, ceiling grid, etc.
- Lighting plan and design
- Electrical plan and design
- Acoustical design
- Cable conduit design and planning
- Approved/certified security room design.

York Telecom can help our customer design, procure, install and maintain anything from a small roll-about system to very complex broadcast studios, auditoriums or Network Operational Centers. York Telecom has standardized solutions to meet the needs of our customers. Some of these include:

a. Small Conference room for 3-10 people with videoconference, audio conference, data collaboration, documentation camera, VCR play back and recording capability

b. Medium Conference room for 5-15 people with video and audio conference, multiple microphones with independent echo cancellation/mixer, one or two cameras, upscale displays (such as plasma, LCD, rear-projection), premium speakers, data collaboration, documentation camera, VCR play back and recording, etc.

c. Large Conference Room for 20-50 people with a video switch to support multiple cameras, premium audio system with voice reinforcement, customized control system, multiple display panels, operator or facilitator support console, data collaboration, documentation camera, VCR play back and recording, etc.

d. High-end Executive Room with Medium room capability plus high-end displays, ergonomic/non-disrupting/ease of use factors, cabinetry, etc.

e. Auditorium Room for over 75 people with an advanced control system that includes monitoring capabilities, multiple network transmissions and access distribution hubs (satellite, terrestrial, IP, ISDN, baseband video, cable), multiple display devices, audio reinforcement systems, multiple level of control (presenter, A/V facilitator, configurator/system administrator), recording sub-systems, Streaming/caching/storage design, data collaboration, etc.

f. Broadcast Studios with high video and audio quality analog and digital broadcast studios including High Definition Television (HDTV) studios. Special equipment includes but not limited: 3-CCD cameras, production switchers, teleprompters, closed captioning, video processors, character generators, digital video editing capabilities, digital video effect capabilities, MPEG-2 video encoding and decoding, pro-audio mixing console, BetaCam/Digital BetaCam/DVCPro/DV playback and recording, etc.

g. Video Wall and Monitoring Center: 2x3, 2x5, 3x4 high quality video wall with 50" or 60" LCD or DLP video cubes, high quality multi-video/image processor, high quality and large scale video matrix switch, mixed video signals 9such as S-video, components, SXGA, DVI, HDTV, etc.), customized control system, etc.

York Telecom can provide a standard site survey within 48 hours of authorization. Our standard installation interval is 60 days upon receipt of order. The bulk of this time is required to facilitate equipment lead-times, however, we can provide expedite services when necessary.

York Telecom has provided installation and services with both union and non-union sub-contractors and project team members. We fully understand the necessity and complexities of working in a union regulated environment, particularly in the facilities construction teaming and project coordination that often is required.

Our Project Management staff is fully trained in working with union team partners. As with any project plan, the activities and milestones will identify activities that are to be provided by union members, with dependencies identified for overall project timeline tracking. We are fully experienced in working with union contractors engaged by either the customer, the building landlord, or other third party, and will respect and support the union role in the project with full coordination though the identified chains of command.

We can easily sub-contract to VITA preference of a union supplier assuming a resident and experienced relationship exists. Our Supplier Management staff is also capable of supplying union labor as part of our own project team, should local regulations require it as such. We are fully experienced in working in locations (for example, NYC) where certain roles are identified as appropriate for union supplied labor, and can provide the requisite union labor representation as part of our own contracted services, when identified as appropriate.

Our twenty years of systems integration experience has challenged us with providing solutions that were completely new build-outs as well as providing the opportunity to upgrade existing systems at various levels of product life-cycle. We understand that 'fork-lift' upgrades are not a preferred method of upgrading systems and as such, we understand the need to work with legacy and/or owner provided equipment.

We understand that this equipment can not always be shipped to our integrations labs for project integration and burn-in. In many instances, we have 'like equipment' as part of our lab and integration facilities to utilize as part of our test and integration environment. If this can not be accomplished, we will still provide initial staging at our facilities and then plan for final integration while on the VITA site.

Our assumption is that all owner supplied equipment be operational within factory specifications. For maintenance purposes, as an integrator, we will incorporate VITA provided equipment into the scope of our own maintenance support, or work with VITA specified third parties for the on-going support of these components.

York Telecom builds and tests all videoconferencing and AV equipment in-house prior to shipping to customer locations. York Telecom's logistics department is staffed with experienced production engineers whose main responsibility is to test all equipment to ensure it is not defective. Once the equipment has been tested, the production engineers build the equipment racks according to specifications from the engineering diagrams. Once the racks have been built, they are then shipped to customer site and are ready for installation by the field engineers.

We encourage customer engagement during the integration build out, particular with regards to approval of control system designs and ergonomic considerations. Our integration facility is located in our Eatontown headquarters facility, and will an open lab for VITA observation and direct participation in the build out of video conference and audiovisual systems. (In addition to site visit, our Project Management staff will keep VITA fully engaged appropriately in the integration processes.)

York Telecom designs, builds and installs 100% of the videoconference and AV systems for its customers.

We employ 7 full time AMX and Crestron programmers and have access to additional contract programmers (including factory support) for surge activity. York Telecom will develop all programming code in concert with VITA to ensure the program meets the unique needs of VITA. Once developed, the code will be owned by VITA. Copies will be maintained by York Telecom for VITA reference, system maintenance and upgrades.

York Telecom is a platinum reseller for both AMX and Crestron products. York Telecom system programmers have the following certifications:

- AMX Netlinx Programmer Certification

- AMX Netlinx Designer Certification
- AMX Netlinx Installers Certifcation
- Crestron Certified Programmers Certification
- ACE Certifications

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 Y, F, or N	B Comments / Description
1.	Can you provide a one-year return to manufacturer warranty on all proposed equipment?	Y	
2.	Can you provide a warranty upgrade to include on-site, 4 hour response time, as described above?	Y	
3.	Can you provide on-site and return to manufacturer maintenance plans for all equipment, as described above?	Y	
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	Please refer to Section E. Performance Standards Methodology in the attached Supplier Profile for detailed information on: ✓ York Telecom Customer Care and Maintenance ✓ 24/7 National Support Center ✓ Proactive Comprehensive Support ✓ Best Practices Plan ✓ Field Engineer Dispatch and Equipment Sparing ✓ Escalation Procedures ✓ Technical Qualifications of personnel.

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 Y, F, or N	B Comments / Description

1.	Describe the end-user training that is included (at no additional charge) with your installation of equipment.		See description, below.

York Telecom has direct experience in end-user training of customer end-users and internal remote and on-site support personnel for more than 3,400 installed visual communications video endpoints. York Telecom has been the trainer for such significant networks as the government-wide FTS2000 network, the Department of Defense video network and programs such as the IRS and SSA distance learning networks.

We have a dedicated team of trainers who will provide user training for VITA after each installation. We have learned that effective user training is a key part of a successful installation and therefore we take our training responsibility very seriously. We will work through transition and our Program Management Office to incorporate VITA specific training related to customer based solutions into our installation training programs.

York Telecom provides end-user training upon completion of all installations up to and including executive level orientation. Development of hands-on training classes is included in York Telecom's strategy for success. Our trainers will develop Commonwealth-specific curriculum and training materials based on our extensive design and implementation documentation and OEM documentation to provide highly customized, comprehensive training unique to the Commonwealth's equipment and environment.

J. Problem Resolution:

J.	Requirements	A Y, F, or N	B Comments / Description
1.	Describe the process to resolve any product or warranty problems encountered after purchase.		Please refer to Section E. Performance Standards Methodology in the attached Supplier Profile for detailed information on: ✓ York Telecom Customer Care and Maintenance ✓ 24/7 National Support Center ✓ Proactive Comprehensive Support ✓ Best Practices Plan ✓ Field Engineer Dispatch and Equipment Sparing ✓ Escalation Procedures ✓ Technical Qualifications of personnel.
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.		Please refer to Section E. Performance Standards Methodology in the attached Supplier Profile.
3.	Describe any obligations the Authorized User may have for charges from the Offeror's service organization when they respond to a call and		Please refer to Section E. Performance Standards Methodology in the attached

	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.)		Supplier Profile.
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.		Please refer to Section E. Performance Standards Methodology in the attached Supplier Profile.
5.	Describe your plan for responding to off-hour (non-prime time) requests for service and request for service on holidays, weekends and vacations.		Please refer to Section E. Performance Standards Methodology in the attached Supplier Profile.

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 Y, F, or N	B Comments / Description
1.	Can you provide the pre-sales consultation and / or RFQ responses at no charge, as describe above?	**Y**	

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 Y, F, or N	B Comments / Description
1.	Can you provide the Procedures Manual with your response?	**F**	York Telecom takes pride in its operations manuals and has a significant experience and adequate staffing to quickly produce quality illustrated color manuals and the much smaller quick user's guides that are often the operator's first reference. Effective manuals

			must be tailored to the individual room. Manuals that cannot be developed prior to project completion due to the uniqueness of the room are delivered within two weeks of project completion. York Telecom is a member and has certified A/V engineers pursuant to ICIA requirements. All operations manuals will be delivered in both Adobe Acrobat format electronic files and printed copy at project completion for standardized rooms and within two weeks for unique or first iteration rooms.

EXHIBIT B

CONTRACT NUMBER VA-050912-YORK

BETWEEN

VIRGINIA INFORMATION TECHNOLOGIES AGENCY

AND

York Telecom Corporation

Exhibit B is hereby incorporated into and made an integral part of Contract Number VA-050912-YORK ("Contract") between the Virginia Information Technologies Agency ("VITA" or "Commonwealth" or "State") and York Telecom Corporation ("York" 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-YORK, the provisions of Contract No. VA-050912-YORK shall control.

Commonwealth of Virginia Audio Visual Products & Services Request for Proposal 2005-027
Workbook C - Discounts

Offeror Name:	#REF!
Submitted By:	#REF!

please populate shaded regions

Instructions: This tab affords submitting companies an opportunity to offer additional discounts based on the amount of business that may be awarded and faster payment cycles. Please respond to this request by filling out the shaded areas.

The volume discounts will function as follows:
Transaction-based discount - Offeror indicates an additional discount percentage that will be applied to any single transaction that exceeds the predetermined threshold.
Annual volume-based discount - Offeror indicates an additional discount that will be applied to all future purchases in any given calendar year after the threshold amount is met.

Offerors are also requested to complete the Payment Term Discount Tables.

Transaction-based discount

For a transaction that is more than:	Offeror will add an additional discount of: (%)
$ 5,000.00	0.00%
$ 10,000.00	0.00%
$ 50,000.00	0.00%
$ 100,000.00	0.00%
$ 200,000.00	0.00%
$ 500,000.00	1.00%
$ 1,000,000.00	2.00%
$ 2,000,000.00	3.00%

Annual volume-based discount

Once the following volume threshold is met:	Offeror will add an additional discount of X% for all subsequent purchases in a calendar year:
$ 50,000.00	0.00%
$ 100,000.00	0.00%
$ 250,000.00	0.00%
$ 500,000.00	0.00%
$ 1,000,000.00	0.00%
$ 1,500,000.00	0.00%
$ 2,000,000.00	2.00%
$ 2,500,000.00	3.00%

Payment Term Discounts

Payment terms at the Commonwealth of Virginia are normally 30 days. If Contract Users were able to accelerate payment, what additional rebates off entire MONTHLY invoice would you offer?

Payment Terms	Additional Monthly Rebate %
Invoices Paid by 20 days	0%
Invoices Paid by 15 days	0%
Invoices Paid by 10 days	1%
Other (i.e. use of EFT)	N/A

Commonwealth of Virginia Audio Visual Products & Services Request for Proposal 2005-027
Workbook D

Audio Visual Equipment Catalog Discount(s)

Supplier Name:	#REF!
Submitted By:	#REF!

please populate shaded regions

Manufacturer:	Sony
Catalog:	AV Equipment
Effective Date:	5/20/2005

Categories	Government Pricing Percent Discount		Academic Pricing Percent Discount	
Monitors	22	%	22	%
Projectors	20	%	20	%
VCR	10	%	10	%
DVD	9	%	9	%

Manufacturer:	Draper
Catalog:	AV Equipment
Effective Date:	5/20/2005

Categories	Government Pricing Percent Discount		Academic Pricing Percent Discount	
ALL	30	%	30	%

Manufacturer:	Elmo
Catalog:	AV Equipment
Effective Date:	5/20/2005

Categories	Government Pricing Percent Discount		Academic Pricing Percent Discount	
ALL	20	%	20	%

Manufacturer:	Marshall
Catalog:	AV Equipment
Effective Date:	5/20/2005

Categories	Government Pricing Percent Discount		Academic Pricing Percent Discount	
ALL	15	%	15	%

Commonwealth of Virginia Audio Visual Products & Services Request for Proposal 2005-027
Workbook E

AV Accessories Equipment Catalog Discount(s)

Supplier Name:	#REF!
Submitted By:	#REF!

please populate shaded regions

Manufacturer:	VFI
Catalog:	AV Accessories
Effective Date:	5/20/2005

Categories	Government Pricing Percent Discount	Academic Pricing Percent Discount
ALL	40 %	40 %

Manufacturer:	Sure
Catalog:	AV Accessories
Effective Date:	5/20/2005

Categories	Government Pricing Percent Discount	Academic Pricing Percent Discount
ALL	23 %	23 %

Manufacturer:	AKG Acoustics
Catalog:	AV Accessories
Effective Date:	5/20/2005

Categories	Government Pricing Percent Discount	Academic Pricing Percent Discount
ALL	34 %	34 %

Manufacturer:	Rane Corporation
Catalog:	AV Accessories
Effective Date:	5/20/2005

Categories	Government Pricing Percent Discount	Academic Pricing Percent Discount
Audio	26 %	26 %
Accessories	29 %	29 %

Manufacturer:	RGB Spectrum
Catalog:	AV Accessories
Effective Date:	5/20/2005

Categories	Government Pricing Percent Discount	Academic Pricing Percent Discount
ALL	20 %	20 %

Manufacturer:	
Catalog:	AV Accessories
Effective Date:	5/20/2005

Categories	Government Pricing Percent Discount	Academic Pricing Percent Discount
ALL	40 %	40 %

Manufacturer:	Audio-Technica US
Catalog:	AV Accessories
Effective Date:	5/20/2005

Categories	Government Pricing Percent Discount	Academic Pricing Percent Discount
ALL	23 %	23 %

Manufacturer:	Chief
Catalog:	AV Accessories
Effective Date:	5/20/2005

Categories	Government Pricing Percent Discount	Academic Pricing Percent Discount
ALL	11 %	11 %

Manufacturer:	Extron
Catalog:	AV Accessories
Effective Date:	5/20/2005

Categories	Government Percent Discount	Academic Percent Discount
ALL	14 %	14 %

Manufacturer:	JBL
Catalog:	AV Accessories
Effective Date:	5/20/2005

Categories	Government Percent Discount	Academic Percent Discount
ALL	30 %	30 %

Manufacturer:	Middle Atlantic Products
Catalog:	AV Accessories
Effective Date:	5/20/2005

Categories	Government Percent Discount	Academic Percent Discount
ALL	40 %	40 %

Commonwealth of Virginia Audio Visual Products & Services Request for Proposal 2005-027
Workbook F

Videoconferencing Equipment Catalog Discount(s)

Supplier Name:	York Telecom Corporation
Submitted By:	Ron Gaboury

please populate shaded regions

Manufacturer:	Polycom
Catalog:	VTC
Effective Date:	5/20/2005

Categories	Government Pricing Percent Discount	Academic Pricing Percent Discount
IPower 9000 Executive Collection Systems	25 %	25 %
iPower Systems (600, 9000, Desktop Exec. Collection)	30 %	30 %
ViewStation SPs and EX	25 %	25 %
VS4000 Executive Collection	25 %	25 %
VSX500, VSX3000, 6000, 7000, 8000	30 %	30 %
Installed Voice Systems	28 %	28 %
SoundPoint IP Systems	35 %	35 %
SoundPoint Systems	20 %	20 %
SoundStation IP Systems	39 %	39 %
SoundStations	42 %	42 %
VoiceStation 100 Systems	20 %	20 %
MGC 25	30 %	30 %
MGC 50/100	35 %	35 %
WebCommander	35 %	35 %
WebOffice	25 %	25 %
Video and Voice Accessories	14 %	14 %
Video Software	24 %	24 %
PathNavigator Software	24 %	24 %
Polycom Conference Suite Software	24 %	24 %
Global Management Systems Software	24 %	24 %

Supplier Name:	York Telecom Corp.
Submitted By:	Ron Gaboury

Manufacturer:	Tandberg
Catalog:	VTC
Effective Date:	5/20/2005

Categories	Government Percent Discount		Academic Percent Discount	
150, 1500MXP, 2000MXP, 770 MXP, 550 MXP, 1000, 550 MXP for CallManager, 770MXP for Call Manager, 1000 for CallManager, 8000 MXP, Presenter Module MXP Media Place MXP, Tactical II, Intern MXP	18	%	18	%
880, MXP, 990 MXP, 3000 MXP Rollabout, 6000 MXP Rollabout Maestro, 3000 MXP Portable, 6000 MXP Portable Educator MXP, Cart & Monitor Packages	21	%	21	%
6000 MXP Codec, 3000 MXP Codec MPS, MPS Options MCU Border Controller, Gateway, Gatekeeper TMS, TIM	23	%	23	%
Natural Presenter Package (NPP), Presenter Package (PP), MultiSite (MS), Bandwidth Options	38	%	38	%
Hardware add-ons, Software & Bandwidth upgrades, System Peripherals and Assecessories	13	%	13	%
Cable, Cameras, All other	6	%	6	%

Supplier Name:	York Telecom Corp.
Submitted By:	Ron Gaboury

Manufacturer:	Sony
Catalog:	VTC
Effective Date:	5/20/2005

Categories	Government Percent Discount		Academic Percent Discount	
PCS-A1071, PCS-11, PCS-1S, PCS-G70N, PCS-G70S	27	%	27	%
Hardware add-ons, Software & Bandwidth upgrades, System Peripherals and Assecessories	20	%	20	%
Cable, Cameras, All other	6	%	6	%

If discount applies to all categories use 'ALL'.

Commonwealth of Virginia Audio Visual Products & Services Request for Proposal 2005-027
Workbook G

Video Bridge/Multipoint Control Unit Catalog Discount(s)

Supplier Name:	York Telecom Corporation
Submitted By:	Ron Gaboury

please populate shaded regions

Manufacturer:	Polycom
Catalog:	MCU
Effective Date:	5/20/2005

Categories	Government Pricing Percent Discount	Academic Pricing Percent Discount
MGC 25	30 %	30 %
MGC 50/100	35 %	35 %
WebCommander	35 %	35 %
WebOffice	25 %	25 %

Manufacturer:	Tandberg
Catalog:	MCU
Effective Date:	5/20/2005

Categories	Government Percent Discount	Academic Percent Discount
Tandberg MCU 16 + 16	25 %	25 %
Tandberg MCU 8 + 8	25 %	25 %
Gateway	25 %	25 %
Gatekeeper	25 %	25 %
Border Controller	25 %	25 %
Other Infrastructure Products	25 %	25 %

Manufacturer:	Sony
Catalog:	MCU
Effective Date:	5/20/2005

Categories	Government Percent Discount	Academic Percent Discount
Sony Invision101, 102, 103, 104, 105, 106, 107, 108, 109, 111, 112	33 %	33 %
Sony Invision401, 402, 403	33 %	33 %

Commonwealth of Virginia Audio Visual Products & Services Request for Proposal 2005-027
Workbook H

Auxiliary Videoconferencing Equipment Catalog Discount(s)

Supplier Name:	#REF!
Submitted By:	#REF!

please populate shaded regions

Manufacturer:	AMX
Catalog:	Auxilliarry Video Conf. Equipment
Effective Date:	5/20/2005

Categories	Government Pricing Percent Discount	Academic Pricing Percent Discount
ALL	40 %	40 %

Manufacturer:	Crestron
Catalog:	Auxilliarry Video Conf. Equipment
Effective Date:	5/20/2005

Categories	Government Percent Discount	Academic Percent Discount
ALL	40 %	40 %

If discount applies to all categories use 'ALL'.

Videoconferencing Equipment Integration and Installation Rates

Supplier Name:	York Telecom Corp.
Submitted By:	Ron Gaboury

please populate shaded regions

Integration Services	Government Rate	Academic Rate
Senior Consultant Hourly Rate:	90	90
Senior Consultant Daily Rate:	720	720
Consultant Hourly Rate:	80	80
Consultant Daily Rate:	640	640
Other Integration Services (list below):		
Subject Matter Expert	150	150

Installation Services	Government Rate	Academic Rate
Senior Consultant Hourly Rate:	80	80
Senior Consultant Daily Rate:	640	640
Consultant Hourly Rate:	75	75
Consultant Daily Rate:	600	600
Other Integration Services (list below):		
Trainer Hourly Rate	$80	$80

Maintenance Services	Government Rate	Academic Rate
Standard Maintenance	10% of List	10% of List

Enhanced Maintenance	15% of List	15% of List
Premier Maintenance	20% of List	20% of List

****See attached Maintenance Program Exhibit for program details.**

Note: In addition to the Integration and Installation services indicated above, indicate pricing for other services to be provided as part of your proposal. This may include, but is not limited to, product maintenance, installation, training, integration services and software services. Offerors often have many different types of maintenance and service programs. Additionally, these programs may have pricing that is structured in different ways (e.g. hourly, one-time fee, annual fee, membership fee, etc.) Please be as detailed as possible. You may also submit supplemental information with your RFP response in order to clearly define your service offerings and programs.

PC Based USB Systems

Offeror:	#REF!
Manufacturer:	Polycom
Catalog Number:	5151-22019-001
Catalog Description:	Polycom PVX PC Conferencing Application for a single user

Catalog Price	Percent Discount	Govt. Price	Academic Price
149.00	25 %	111.75	111.75

3 year onsite warranty upgrade, 24/7 technical support, 24 hour express parts:

Catalog Number:	
Catalog Description:	Software support provided by OEM.

Catalog Price	Percent Discount	Govt. Price	Academic Price
	%		

Installation:

Catalog Number:	
Catalog Description:	Remote software installation support by phone, as needed.

Catalog Price	Percent Discount	Govt. Price	Academic Price
	%		

Options:

Catalog Number:	5151-22710-002
Catalog Description:	Polycom PVX v8.0 PC Conferencing Application 50 users Site License

Catalog Price	Percent Discount	Govt. Price	Academic Price
5,950.00	25 %	4,462.50	4,462.50

Catalog Number:	5151-22710-003

Catalog Description:	Polycom PVX v8.0 PC Conferencing Application 100 users Site License

Catalog Price	Percent Discount	Govt. Price	Academic Price
10,900.00	25 %	**8,175.00**	**8,175.00**

Catalog Number:	5151-22710-005
Catalog Description:	Polycom PVX v8.0 PC Conferencing Application 500 users Site License

Catalog Price	Percent Discount	Govt. Price	Academic Price
44,500.00	25 %	**33,375.00**	**33,375.00**

Set-Top Systems

Offeror:	#REF!
Manufacturer:	Tandberg
Catalog Number:	113570
Catalog Description:	990 MXP Cart & Monitor Packages

Catalog Price	Percent Discount		Govt. Price	Academic Price
8,990.00	20	%	7,192.00	7,192.00

3 year onsite warranty upgrade, 24/7 technical support, 24 hour express parts:

Catalog Number:	Custom VITA Maintenance Program
Catalog Description:	Enhanced Maintenance Plus

Catalog Price	Percent Discount		Govt. Price	Academic Price
15% MSRP		%	1,348.50	1,348.50

Installation:

Catalog Number:	
Catalog Description:	Consultant Daily Rate

Catalog Price	Percent Discount		Govt. Price	Academic Price
1,200.00	50	%	600.00	600.00

Options:

Catalog Number:	113824NPP
Catalog Description:	TANDBERG 990 MXP Natural Presenter Package (NPP) Option

Catalog Price	Percent Discount		Govt. Price	Academic Price
2,000.00	40	%	1,200.00	1,200.00

Catalog Number:	113825MS

Catalog Description:	TANDBERG 990 MXP MultiSite (MS) Option (Requires NPP)

Catalog Price	Percent Discount		Govt. Price	Academic Price
3,000.00	40	**%**	**1,800.00**	**1,800.00**

Catalog Number:	1138342
Catalog Description:	TANDBERG 990 MXP 512 kbps ISDN/2 Mbps IP Option

Catalog Price	Percent Discount		Govt. Price	Academic Price
2,000.00	40	**%**	**1,200.00**	**1,200.00**

Executive/Personal Video Conferencing Systems

Offeror:	#REF!
Manufacturer:	Tandberg
Catalog Number:	113920
Catalog Description:	1500MXP

Catalog Price	Percent Discount		Govt. Price	Academic Price
6,490.00	18	%	5,321.80	5,321.80

3 year onsite warranty upgrade, 24/7 technical support, 24 hour express parts:

Catalog Number:	Custom VITA Maintenance Program
Catalog Description:	Enhanced Maintenance Plus

Catalog Price	Percent Discount		Govt. Price	Academic Price
15% MSRP		%	973.50	973.50

Installation:

Catalog Number:	
Catalog Description:	

Catalog Price	Percent Discount		Govt. Price	Academic Price
1,200.00	50	%	600.00	600.00

Options:

Catalog Number:	113922NPP
Catalog Description:	TANDBERG 1500 MXP Natural Presenter Package (NPP) Option

Catalog Price	Percent Discount		Govt. Price	Academic Price
2,000.00	40	%	1,200.00	1,200.00

Catalog Number:	113922MS

Catalog Description:	TANDBERG 1500 MXP MultiSite (MS) Option (Requires NPP)

Catalog Price	Percent Discount		Govt. Price	Academic Price
3,000.00	40	**%**	**1,800.00**	**1,800.00**

Catalog Number:	1139196
Catalog Description:	TANDBERG 1500 MXP 512 kbps ISDN/2 Mbps IP Option

Catalog Price	Percent Discount		Govt. Price	Academic Price
2,000.00	40	**%**	**1,200.00**	**1,200.00**

Roll-About Systems

Offeror:	#REF!
Manufacturer:	Tandberg
Catalog Number:	113800
Catalog Description:	2000MXP

Catalog Price	Percent Discount		Govt. Price	Academic Price
12,990.00	18	%	10,651.80	10,651.80

3 year onsite warranty upgrade, 24/7 technical support, 24 hour express parts:

Catalog Number:	Custom VITA Maintenance Program
Catalog Description:	Enhanced Maintenance Plus

Catalog Price	Percent Discount		Govt. Price	Academic Price
15% MSRP		%	1,948.50	1,948.50

Installation:

Catalog Number:	
Catalog Description:	

Catalog Price	Percent Discount		Govt. Price	Academic Price
1,200.00	50	%	600.00	600.00

Options:

Catalog Number:	113822NPP
Catalog Description:	TANDBERG 2000 MXP Natural Presenter Package (NPP)

Catalog Price	Percent Discount		Govt. Price	Academic Price
2,000.00	40	%	1,200.00	1,200.00

Catalog Number:	113822MS

Catalog Description:	TANDBERG 2000 MXP MultiSite (MS) (Requires NPP)

Catalog Price	Percent Discount		Govt. Price	Academic Price
3,000.00	40	**%**	**1,800.00**	**1,800.00**

Catalog Number:	1138412
Catalog Description:	TANDBERG 2000 MXP 512 kbps ISDN/2 Mbps IP Option

Catalog Price	Percent Discount		Govt. Price	Academic Price
2,000.00	40	**%**	**1,200.00**	**1,200.00**

Telemedicine Systems

Offeror:	#REF!
Manufacturer:	Tandberg
Catalog Number:	500947
Catalog Description:	

Catalog Price	Percent Discount		Govt. Price	Academic Price
12,425.00	18	%	10,188.50	10,188.50

3 year onsite warranty upgrade, 24/7 technical support, 24 hour express parts:

Catalog Number:	Custom VITA Maintenance Program
Catalog Description:	Enhanced Maintenance Plus

Catalog Price	Percent Discount		Govt. Price	Academic Price
15% MSRP		%	1,863.75	1,863.75

Installation:

Catalog Number:	
Catalog Description:	

Catalog Price	Percent Discount		Govt. Price	Academic Price
1,200.00	50	%	600.00	600.00

Options:

Catalog Number:	
Catalog Description:	

Catalog Price	Percent Discount		Govt. Price	Academic Price
		%		

Field Communications Systems

Offeror:	#REF!
Manufacturer:	Tandberg
Catalog Number:	114151
Catalog Description:	Tactical MXP

Catalog Price	Percent Discount		Govt. Price	Academic Price
19,600.00	18	%	16,072.00	16,072.00

3 year onsite warranty upgrade, 24/7 technical support, 24 hour express parts:

Catalog Number:	Custom VITA Maintenance Program
Catalog Description:	Enhanced Maintenance Plus

Catalog Price	Percent Discount		Govt. Price	Academic Price
15% MSRP		%	2,940.00	2,940.00

Installation:

Catalog Number:	
Catalog Description:	

Catalog Price	Percent Discount		Govt. Price	Academic Price
1,200.00	50	%	600.00	600.00

Options:

Catalog Number:	
Catalog Description:	

Catalog Price	Percent Discount		Govt. Price	Academic Price
		%		

Video Bridges (MCU) Systems

Offeror:	#REF!
Manufacturer:	Tandberg
Catalog Number:	112453
Catalog Description:	8+8 IP only with Advanced Video Option

Catalog Price	Percent Discount		Govt. Price	Academic Price
29,900.00	25	%	22,425.00	22,425.00

3 year onsite warranty upgrade, 24/7 technical support, 24 hour express parts:

Catalog Number:	Custom VITA Maintenance Program
Catalog Description:	Enhanced Maintenance Plus

Catalog Price	Percent Discount		Govt. Price	Academic Price
15% MSRP		%	4,485.00	4,485.00

Installation:

Catalog Number:	
Catalog Description:	

Catalog Price	Percent Discount		Govt. Price	Academic Price
1,200.00	50	%	600.00	600.00

Options:

Catalog Number:	1124618
Catalog Description:	Additional media port

Catalog Price	Percent Discount		Govt. Price	Academic Price
20,000.00	25	%	15,000.00	15,000.00

Catalog Number:	1124624

Catalog Description:	ISDN interface

Catalog Price	Percent Discount		Govt. Price	Academic Price
20,000.00	25	**%**	**15,000.00**	**15,000.00**

Options continued

Offeror:	#REF!
Manufacturer:	
Catalog Number:	
Catalog Description:	

Catalog Price	Percent Discount	Govt. Price	Academic Price
	%		

3 year onsite warranty upgrade, 24/7 technical support, 24 hour express parts:

Catalog Number:	
Catalog Description:	

Catalog Price	Percent Discount	Govt. Price	Academic Price
	%		

Installation:

Catalog Number:	
Catalog Description:	

Catalog Price	Percent Discount	Govt. Price	Academic Price
	%		

Options:

Catalog Number:	
Catalog Description:	

Catalog Price	Percent Discount	Govt. Price	Academic Price
	%		

Scheduling and Management Software

Offeror:	York Telecom Corporation
Manufacturer:	Tandberg
Catalog Number:	112160
Catalog Description:	Management Suite server license - Including 10 systems

Catalog Price	Percent Discount		Govt. Price	Academic Price
1,500.00	25	%	1,125.00	1,125.00

Options:

Catalog Number:	113612S50
Catalog Description:	TANDBERG Management Suite - Additional 50 systems

Catalog Price	Percent Discount		Govt. Price	Academic Price
7,500.00	25	%	5,625.00	5,625.00

Options:

Catalog Number:	113107
Catalog Description:	See&Share server license including 5 users

Catalog Price	Percent Discount		Govt. Price	Academic Price
2,000.00	25	%	1,500.00	1,500.00

Options:

Catalog Number:	113612C25
Catalog Description:	Client Solution Package (includes Scheduler, Communicator and TIM); per concurrent 25 users

Catalog Price	Percent Discount		Govt. Price	Academic Price
2,500.00	25	%	1,875.00	1,875.00

Scheduling and Management Software

Offeror:	York Telecom
Manufacturer:	Polycom

	Govt. Price		Academic Price	
WebCommander	35	%	35	%
WebOffice	25	%	25	%
Video and Voice Accessories	14	%	14	%
Video Software	24	%	24	%
PathNavigator Software	24	%	24	%
Polycom Conference Suite Software	24	%	24	%
Global Management Systems Software	24	%	24	%

Commonwealth of Virginia Audio Visual Products & Services Request for Proposal 2005-027
Workbook S - Service Quality and Assurance

Supplier Name:	#REF!
Submitted By:	#REF!

please populate shaded regions

Instructions: Please populate the table below with any Commonwealth of Virginia contractual requirements stated in the Request for Proposal (RFP) document that you are ***unable*** *to comply with. Please state the requirement and propose your company's alternative solution. If you do not state an exception to a requirement, you will be implying by default that your company can meet specified requirements at no additional cost. Please use the table below to also note any relevant additional services not previously covered in the RFP document.*

Service and Quality Assurance

Service/Quality Requirement	RFP Document Page Number	Proposed Supplier Alternative	Comments

Please explain any additional performance guarantees your company is willing to extend to the Commonwealth of Virginia

York Telecom Corporation is willing to discuss performance guarantees predicated on very specfic and well defined service level agreements.

EXHIBIT C
CONTRACT NUMBER VA-050912-YORK
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND

YORK TELECOM CORPORATION

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

Exhibit C includes descriptions of Videoconferencing and Audio/Visual maintenance programs and support offered by York.

Commonwealth of Virginia – Videoconferencing and Audio/Visual Maintenance Programs and Customer Support

(Addendum to RFP 2005-027)

York Telecom offers several levels of maintenance programs, detailed below, and provides an equipment sparing program ensuring that a hot spare for mission critical components as part of its customized maintenance and support programs tailored to meet the needs of specific customers. A sparing program, local, regional or national in scope, could be customized to provide the highest level of support and reliability while minimizing service disruption due to equipment issues.

York Telecom is an authorized maintenance provider for both Tandberg and Polycom, capable of providing board-level repair within York Telecom engineering labs at its Customer Support Center, and is an authorized maintenance provider for all equipment manufacturers for whom York Telecom is a reseller and integration partner.

The maintenance plan including in the pricing exercise recently completed is slightly customized to best suit the needs of the Commonwealth, and could be further customized to suit VITA's business operations and support needs, if necessary.

VITA Enhanced Plus Maintenance Program

The VITA maintenance program provides comprehensive maintenance and support for customers that require a high level of responsiveness and on-site support. The VITA program provides telephone support Monday through Friday 8 AM to 8 PM standard time, on-site engineering assistance, advanced hardware replacement, user training, and 24 hour access to our video test facilities. This program is a customized Enhanced Maintenance Plan and is the ideal choice for customers running large enterprise communications networks.

VITA Maintenance Plan, as priced in this proposal, includes the following services:

- ✓ 5 x 12 Technical Support with guaranteed 2 hour response
- ✓ Next Business Day On-Site Maintenance
- ✓ 24 hour parts replacement for major hardware and peripherals
- ✓ Software Updates per manufacturer licensing agreements
- ✓ 24-hour access to video test facilities
- ✓ Unlimited Remote Diagnostic Support
- ✓ Remote Installation Support, as needed.
- ✓ Call history tracking, trouble ticket aging, and annual reporting.
- ✓ Web-interface to knowledge portal providing easy access to trouble ticketing system with reporting and tracking capabilities, access to system documentation, as-built diagrams, equipment list and maintenance history for each room at every VITA location.
- ✓ Provision of all labor, supervision, tools, materials, parts, test equipment, ancillary equipment and transportation necessary for full maintenance service support.

Premier Maintenance Plan

The Premier Maintenance Plan provides comprehensive maintenance and support for customers that require the highest level of responsiveness and on-site support. The Premier plan provides 24 hour 7 day a week telephone support, on-site engineering assistance, advanced hardware replacement, user training, and 24 hour access to our video test facilities. The Premier maintenance plan is the ideal choice for customers running mission-critical communications networks.

The Premier Maintenance Plan includes the following services:

- ✓ 7 x 24 Telephone Support with 1 hour response
- ✓ Next Business Day On-Site Maintenance
- ✓ 24 hour advanced parts replacement for major hardware and peripherals
- ✓ Software Updates per manufacturer licensing agreements
- ✓ 24-hour access to video test facilities
- ✓ Unlimited Remote Diagnostic Support
- ✓ Remote Installation Support, as needed.
- ✓ Call history tracking, trouble ticket aging, and annual reporting.
- ✓ Web-interface to knowledge portal providing easy access to trouble ticketing system with reporting and tracking capabilities, access to system documentation, as-built diagrams, equipment list and maintenance history for each room at every VITA location.
- ✓ Provision of all labor, supervision, tools, materials, parts, test equipment, ancillary equipment and transportation necessary for full maintenance service support.

Enhanced Maintenance Plan

The Enhanced Maintenance Plan provides comprehensive maintenance and support for customers that require a high level of responsiveness and on-site support. The Enhanced plan provides telephone support Monday through Friday 8 AM to 8 PM standard time, on-site engineering assistance, advanced hardware replacement, user training, and 24 hour access to our video test facilities. The Enhanced maintenance plan is the ideal choice for customers running large enterprise communications networks.

The Enhanced Maintenance Plan includes the following services:

- ✓ 5 x 12 Technical Support with 2 hour response
- ✓ Next Business Day On-Site Maintenance
- ✓ 48 hour parts replacement for major hardware and peripherals
- ✓ Software Updates per manufacturer licensing agreements
- ✓ 24-hour access to video test facilities
- ✓ Unlimited Remote Diagnostic Support
- ✓ Remote Installation Support, as needed.
- ✓ Call history tracking, trouble ticket aging, and annual reporting.
- ✓ Web-interface to knowledge portal providing easy access to trouble ticketing system with reporting and tracking capabilities, access to system documentation, as-built diagrams, equipment list and maintenance history for each room at every VITA location.
- ✓ Provision of all labor, supervision, tools, materials, parts, test equipment, ancillary equipment and transportation necessary for full maintenance service support.

Standard Maintenance Plan

The Standard Maintenance Plan is designed for customers who install and maintain their own networks. The Standard plan provides telephone support Monday through Friday 8 AM to 5 PM standard time and advanced hardware replacement of critical components. On-site support is optional and available on a request basis. The Standard maintenance plan is the ideal choice for customers that need responsive technical assistance.

The Standard Maintenance Plan includes the following:

- ✓ 5 x 9 Technical Support with 4 hour response
- ✓ 72 hour parts replacement for major hardware components
- ✓ Software Updates per manufacturer licensing agreements
- ✓ Remote diagnostic support limited to ½ hour per incident

Customer Service Center 24x7

The Customer Service Center (CSC) can assist VITA in resolving both operational and maintenance issues. If the situation cannot be resolved remotely, a Field Engineer will be dispatched to perform on-site diagnostics and hands-on support. Repairs and replacement parts will be pulled from York Telecom's sparing inventory at the closest regional field office or dispatched as an overnight next-business day delivery from the OEM. In the event that a repair of component parts will take longer to resolve, a loaner component will be provided when available to keep the VITA facility fully operational.

Unlike other support centers, our help desk does not utilize an inward select call routing menu. Callers are not placed in a queue; calls are answered live. York Telecom technicians are highly trained in technical support, troubleshooting and issue resolution and have a host of sophisticated remote management tools at the desktop to rapidly diagnose and initiate repair processes. The technician will have at their fingertips the complete VITA physical inventory, all relevant site information and history, all technical drawings and documentation, all service history, and will a have a solid understanding of the VITA environment, personnel, and requirements.

York Telecom is well versed in working with all of the major OEM equipment and systems currently in use at VITA today, as well as legacy systems in use by various user communities throughout the Commonwealth. York Telecom takes great pride in its ability to resolve any problem regardless of the equipment manufacturer. The York Telecom team's experience working with many network providers allows its support staff to rapidly ascertain whether a specific problem stems from on site equipment or if it resides with the network transport provider. In either case, York Telecom will act as the agent of VITA when dealing with issues pertaining to network carriers in order to get sites back into a fully operational mode.

Proactive Comprehensive Support

York Telecom has been an industry leader in the development and use of tools for proactive monitoring and remote network support. Its CSC has been built so that each technician has multiple desktops for concurrent access to various remote troubleshooting systems. These systems allow for configuration of remote video systems and remote network access devices and full remote configuration support for a wide variety of end-user-deployed hardware. Both in-

band and out-of-band signaling methodologies are deployed, depending on the OEM's hardware capability for remote access support. These desktop systems are built on years of experience as a network provider and employ local site and enterprise-wide levels of monitoring, loop-back capability, configuration, calibration, test initiation scripts and standardized routine technical maintenance practices.

The CSC is built around a powerful network of diagnostic equipment. This network allows CSC maintenance engineers to place calls to a customer site and to connect with any network service provider to assist in service restoration. They are able to switch into any model of videoconferencing system. This unique capability allows the engineers to place video calls and isolate the fault to a particular piece of hardware. To assist in the diagnosis, CSC and field engineers have access to a number of analog and digital test equipment including: PRI, T1 and BRI line testers, audio transmission level meters, VU meters, protocol analyzers, oscilloscopes, color bar generators and vector scopes.

Another powerful tool utilized by the CSC is modem access to the codec, IMUX and multi-point conference unit (MCU). York Telecom utilizes a database system that is networked to the phone system to facilitate dialing into the remote systems. Through modem access, the CSC can check codec status and configuration, run diagnostics, and change the configuration as needed. The CSC engineer can also gain access to the IMUX through the codec, check status and configuration, run diagnostics, dial to another IMUX, or reconfigure as needed. These diagnostics are conducted over regular phone lines. Through this remote link, dialogues can be conducted between the CSC, the Field Engineer and the VITA end-user to address questions. It will automatically log key technical information concerning the installation into a history file for the site and provide historical support for the measurements and data gathered during the site acceptance test.

In addition to remote support, York Telecom offers full-time monitoring for alarm and fault-level identification on a 24-hour-per-day, seven-days-per-week basis. Since the advancement of ATM and IP technology enabled the use of full-time proactive communication channels, most systems for customer monitoring use in-band network techniques, so that regardless of site status (power loss conditions, phone service conditions or otherwise), York Telecom's technical support center receives and acts on alarms in a manner such that problem resolution has little or no impact on daily customer use.

Technical Qualifications of York Telecom Personnel

York Telecom maintains only the highest level of qualified, experienced employees and has an industry high employee retention rate of its senior personnel. All employees are skilled in relevant subject matter expertise, including our operations staff, our engineering team, our logistics and dispatch operations, our contracts office, and our professional services staff.

All York Telecom Field Engineers are certified through both industry and internal training programs. All Field Engineers are fully accountable for professionalism, technical skill, integrity, and maintaining complete customer satisfaction. York Telecom understands that security clearance is not a factor in this contract; however, York Telecom is capable of providing personnel with appropriate clearance levels when necessary.

One unique advantage of York Telecom is its advanced credentials in support of audio performance for video conferencing room facilities. We have calibrated, adjusted and

maintained high-end echo cancellation, sound enforcement and echo suppression systems at an enterprise level for major federal clients, and continue to be an industry leader in this crucial component of video conferencing support. Our calibration techniques include unlimited access to our remote certification program using our CSC laboratory facility.

York Telecom is fully certified by the relevant OEMs of all major components to be deployed in the upgraded VITA facility. York Telecom engineers undergo continuous training and certification by OEM's. In addition to site hardware, we are well versed in strategic technology issues such as interoperability standards, network operations, and access engineering. Our certified and trained engineering maintenance staff offers a broad range of experience in all audio/visual technologies including Mitsubishi, ClearOne (Gentner), CSCA, Polycom's Vortex (formerly ASPI), Bi-amp, Extron and BARCO, compressed video teleconferencing systems including Tandberg, PictureTel/Polycom, and VTEL, as well as customized systems engineering, custom studio work, and facility design (end-to-end including room design and construction), transmission terminals, and control systems such as AMX and Crestron.

Field Engineer Dispatch and Equipment Sparing

If the situation cannot be solved remotely, the CSC will dispatch a Field Engineer to perform on-site diagnostics and/or other appropriate support. Repairs and replacement parts will be dispatched to arrive in overnight next-business day delivery. In the event that a repair of component parts will take longer to resolve, loaner equipment will be provided to keep the VITA facility fully operational.

Escalation Procedure

The Customer Service Center is the first point of contact for all maintenance issues, operational or emergency. The Customer Service Center contact line is 732-413-6090. Escalation process is as follows:

In the event a customer needs to escalate a maintenance issue, the following procedure has been established:

1. If the CSC technician cannot resolve the issue it is escalated to the CSC Manager. The CSC Manager will involve any parties that need to be engaged to resolve the outstanding issue including the Senior Engineering group who handle tier 3 issues. The CSC Manager is also empowered to involve the appropriate Account Executive as required.

2. If the CSC Manager is unsuccessful in satisfying the issue, it is then escalated to the Vice President of Operations. At this level, the Executive Management Team is notified. The VP of Operations has the authority to leverage the full resources of the company to promptly resolve the issue.

Portal into Backoffice Management Systems

One of the strengths of York Telecom is its Business Information System (BIS). BIS is comprised of policies and procedures and a redundant Oracle database operating on mirrored UNIX platforms that captures every aspect of our business process.

All customer information is maintained in BIS, providing fingertip access to reference information, customer logistics, identified chains of command and unique customer preferences. A room profile is defined for each supported room in every customer location. This profile contains all logistical data and a full site inventory. Site inventories are broken down through serial numbers, version levels, cable detail, engineering schematics, daughter board levels, revision(s) data and all technical board configuration requirements. Each activity at York Telecom is carried as a Service Order, which associates directly to the supported room or client. Every document or reference material is directly associated into the room profile for instant electronic access and support, whether it is required in headquarters or in the field. BIS gives York Telecom an industry edge in configuration management, technical depth and understanding, and superior customer service.

As part of this contract, York Telecom will develop for VITA a secure portal (web access) into BIS featuring web-based views of inventory, metric assessment, service order tracking and issue resolution reporting. This tool will allow VITA to query real time all open activities, site inventory, the metrics of resolution, and give total visibility to all activity on this project.

Customer Care Success

Consistent, superior, comprehensive customer care and support will be provided to all Commonwealth customers. York Telecom has designed and installed more than 3,600 video locations for its customers since 1985, and more than 3,400 of those locations are still under active maintenance contracts. The company's maintenance contract renewal rate is greater than 90%, which is a testament to York Telecom's operational and engineering excellence and superior customer support.

Additionally, our team, in partnership with AT&T, recently won the Commonwealth of Kentucky contract to provide engineering, operational and support services for more than 1,400 visual collaboration locations within the state of Kentucky, bringing the total number of video locations supported by our Customer Service Center to more than 4,800 locations worldwide.

"York Telecom staff continue to prove that they are:
- ✓ *Painstaking and thorough in their responsibilities.*
- ✓ *Diligent, experienced, and hard-working behind-the-scenes contributors to our success.*
- ✓ *Proactive providers of outstanding customer-service, often solving a problem before it becomes a problem!*

An example of the highest standard of this type of customer support."
Mark McGinnis, IMEF at Camp Pendleton (2004)

"Simply put, there is no better assessment of your performance than one that comes from your Customer. Even though he occupies a different day and a different world, your execution has become critical to his mission and your professionalism and success is something he has come to rely on. My thanks to you for making us shine."
Will Beneck, Operations Manager, AT&T (2004)

York Telecom's History

York Telecom was founded by Dr. York Wang at the inception of the government's first video conferencing agency wide network, FTS2000. Dr. Wang was the Bell Labs developer of the service, and formed his own company in 1985 to support the implementation of service.

During the first ten years of operation, York Telecom installed over 865 full- scale executive level conference facilities on this government based network. As York Telecom's success grew, agencies and other clients began to contract York Telecom for all facets of their need for video communications support. Today York Telecom supports over 3,400 locations across a wide base of commercial and government based clients. Significant customers include an 1500+ room network for the Social Security Administration that utilizes both satellite and terrestrial IP protocol in support of distance learning and video teleconferencing. York Telecom has been the sole source vendor for this network since its inception.

Other significant clients include agencies such as the Department of Energy, where York Telecom deployed over 500 rooms, and filled the role of the engineering team for an award-winning network design that significantly reduces carrier costs. York Telecom has deployed bridging support centers for such major agencies as the Federal Highway Administration / Department of Transportation (83 VTC Rooms) and with the Internal Revenue Service (87 VTC Rooms). York Telecom has developed war rooms, crisis centers, call centers, and network operations centers for clients such as the Department of Education, the General Services Administration, AT&T, and MCI.

Today, York Telecom focuses on a wide mix of both commercial and government customers. Commercial accounts include the Bristol Myers Squibb, Booz Allen Hamilton, New York Stock Exchange, Prudential Financial, Mars Inc., Devry/Ross University, Dow Chemical, Johnson & Johnson, AT&T, Blue Cross Blue Shield and many more.

What is common amongst all of these strategic customers? York Telecom, since inception, has maintained a 90% renewal rate with our customer set over our life history. All of the strategic customers mentioned above continue to be part of our family. All of the strategic customers above continue to do business as their visual communications needs and technology evolves. York Telecom's history has become our client success stories of today.

Corporate Capabilities

York Telecom has built the infra-structure to support our team. Our resources include Eatontown, our headquarters, which offers over ten individual laboratories for testing, training, research, and operational support. Our resources include the equipment to support VITA, whether it is the protocol analyzers, network test sets, remote support tools, and software specifically designed to support our client's applications. Our resources include our people, who maintain their edge through a meticulous focus on training, certification, and career professional development.

York Telecom has the resources and stability. Our average employee has been with the company over seven years. Our financial picture is stable, profitable, and exhibits continual growth. Our Human Resources division is highly skilled at both recruitment of the right new resources, and retention of our most valuable assets. Our steady retention of customers clearly exhibits the external belief in York Telecom as an entity that is best positioned for

visual communications support, both now and in the future.

York Telecom has the IT infrastructure. Tracking thousands of details across thousands of rooms requires a meticulous orientation to configuration management, and requires having the systems, technical talents, and infra-structure to support it. York Telecom has developed industry renowned processes and customized IT support systems (BIS, Citi-TT) for our own internal use, as well as for our customers on premise. These systems track every step of the process, including offering complete asset tracking, milestone management, trouble ticket management, SLA reporting, inventory reporting, and planning tools for service analysis. York Telecom is a leader in IT support for video conferencing services, and has directly on staff the IT leadership to continue to excel in this vision.

Finally, York Telecom has the right corporate resources in our choice of partners, value added sub-contractors, OEM alliances and process development in support of these areas. We are highly oriented towards working a project team environment with all the various contractors and employees that become involved. Our processes fully support the processes of other team members, including contractors in areas such as custom furniture development, facility construction, HVAC, electrical work, and other tangential areas that will interface with visual communications implementation efforts. Whether it is our contractor, or a client's contractor, we have the corporate resources, skilled personnel, and processes necessary to successfully function as one cohesive project team.

We invite VITA to conduct due diligence of York Telecom with regards to our stability, infrastructure, and corporate resources. Our doors are open to our strategic customers with the intent to offer full use of our resources, whether it is our labs, our tools, or our people, for VITA's continued successful growth and support.

EXHIBIT D
CONTRACT NUMBER VA-050912-YORK
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND

YORK TELECOM CORPORATION

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

EXHIBIT D MAINTENANCE AGREEMENT

This Maintenance Agreement Exhibit ("Maintenance Exhibit") is entered into as of _____, 2005 ("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 # VA-050912-YORK, between the Virginia Information Technologies Agency (hereinafter referred to as the "VITA"), pursuant to §2.2-2012 of the Code of Virginia, and York Telecom Corporation ("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 contractor shall provide end users with the same levels of maintenance, Standard, Enhanced and Premium, as is set forth in their commercial price catalog. Contractor shall also price, as requested, Custom maintenance coverage for those end users who request it..

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 Attachmentt A of this document 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 A. 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 Exhibit 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 respond to all trouble calls within four (4) hours (or as agreed) of receipt of the call. 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. If parts or field dispatch is required as the result of a trouble call, such equipment replacement and/or on site response shall be in accordance with the maintenance plan (Standard, Enhanced, Premium or Custom) selected by the end user

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 B 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.

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 advance in accordance with the charges specified on Attachment B. For Product added during the MCP, VITA/AUTHORIZED USER shall be invoiced for the prorated 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

Installation charges are as set forth on Attachment B. The contractors' standard installation charge is $1200 per person, per day..

3. Service Out-of-Scope Charges

Supplier's hourly charges for Service Out-of-Scope are as set forth on Attachment B. 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 B 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.

Attachment B - Maintenance Prices

This Maintenance Exhibit may only be amended by an instrument in writing signed by VITA and Supplier. VITA and Supplier each acknowledge that it has had the opportunity to review this Maintenance Exhibit with its legal counsel.

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: _____