COMMONWEALTH of VIRGINIA
Department of Information Technology
Acquisition Services Division
110 S. 7th Street
Richmond, Va. 23219

TDD VOICE-- TEL NO
804/371-8076

May 9, 2002

Mr. Dennis Cyphers
MAST International
P.O. Box 1054
Chester VA 23831

RE: IFB# 2002-014R: VA-020509-MAST (Contract)

Dear Mr. Cyphers:

Please accept this letter as your official notice of award for the above referenced procurement. A copy of the fully executed contract is enclosed with this notice. Please reference the contract number shown above in all future correspondence/invoices concerning this agreement.

Correspondence concerning acceptance of the products and services should be addressed to the attention of the individual identified, as shown in block #7, Page 1, of DIT Form 62 / the contract. The DIT point of contact for this procurement is Mr. Dave Butler, and the DIT point of contact for the resulting contract is Staff.

Sincerely,

Jeff Davis
Contracts Manager

Enclosure
cc: File

COMMONWEALTH OF VIRGINIA Department of Information Technology

SOLICITATION, OFFER AND AWARD DATA PROCESSING / TELECOMMICATIONS				FIN: 54-1830276	
1. Contract No:	2. IFB No:	3. Date Issued:	Date Due:	4. APR	5. Approval No:
VA-020509-MAST	2002-014 R	Mar 6, 2002	Mar 20, 2002	33	D-94

For Information Call: David Butler (804) 371-5521

6. ISSUING OFFICE:	7. SHIP TO:
Department of Information Technolgy Acquisition Services Division 110 S. 7th Street, Lobby Floor Richmmond, Va. 23219-9300 ATTN: Bid Section	Department of Technology Planning Mr. Steve Marzolf 110 South 7th Street 1st Floor Richmond VA 23219

SOLICITATION

8. Sealed bid(s) for furnishing the Products and Services set forth in the schedule, will be returned to the Issuing Office identified in block 6 above. Please provide an original and 1 copy of the Invitation For Bids. If hand carried, deliver to the ASD receptionist located on the Lobby Floor of the address listed in Block 6. Bids must be received prior to 2:00 p.m. local time March 20, 2002. CAUTION – LATE OFFERS: See Paragraph 3 of the Solicitation Instructions.

This is an advertised solicitation which consists of (1) schedule of Products and Services, Pages 2 thru 7; (2) the solicitation instructions S-1 thru S-3; (3) The Basic Ordering Agreement Page BOA-1 thru BOA-29 (which includes Attachments B, C, D and E); and (4) other provisions, representations, certifications or specifications as are attached or incorporated herein by reference.

Offers will be publicly opened at: 2:10 p.m. local time March 20, 2002, in the ASD Conference Room, 110 South 7th Street, East Lobby Level, Richmond, VA 23219.

All offers are subject to the terms and conditions set forth in the above referenced sections of this Solicitation.

Paul M. Dodson, Director
Acquisition Services

Signature

OFFER

In compliance with the terms and conditions set forth in the solicitation, the undersigned agrees, if this offer is accepted within 90 calendar days from the date of receipt of offers, to furnish any or all items awarded at the prices offered in the schedule, delivered to the address in block 7, within the time specified in the schedule.

9. CONTRACTOR:	10: BILL TO:
Company Name: MAST International Address: P.O. Box 1054 City, State: Chester, Virginia 23831 Signature: Dennis Cyphers Name (Typed): Dennis Cyphers Title: Managing Director Phone: 804-647-2432	Department of Technology Planning Accounts Payable 110 South 7th Street 2nd Floor Richmond VA 23219

AWARD

11. Accepted as to Item Numbers:	12. Amount:	13. Award Date:
all for Regions 1 through 6	Per Order	5-9-02

14. Name of Contracting Officer:	15. COMMONWEALTH OF VIRGINIA	PAGES:
Jeff Davis Contracts Manager	By:	1 of 7

FORM 62 Rev. 12/15/2000

DIT-62A 01/15/91	SCHEDULE	IFB NO. 02-014R	Page: 2 of 7
NAME OF CONTRACTOR: MAST International	REQUIRED DELIVERY DATE: (RDD) 30 DAYS ARO	INITIALS	

ITEM NO	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTEND PRICE
	On behalf of the Department of Technology Planning (DTP), the Department of Information Technology (DIT) desires to establish multiple statewide contracts for the purpose of obtaining consulting services and project management for Authorized Users (Virginia localities, the Virginia Wireless E-911 Services Board and the DTP Public Safety Communications Division and DIT) in the implementation of Wireless and/or Wireline Enhanced 911 (E-911) services.				
1.	Project Manager	1	hr.	86.75	86.75
	Please list any additional Staff Positions and applicable hourly rates that may be involved in this project. If additional positions are bid, rates shall not exceed that of the Project Manager.				
2.	Technical Support & Consultation	1	hr.	56.75	56.75
3.	Administrative Support	1	hr.	11.75	11.75
4.		1	hr.		
	Note #1: Bidders are to provide fully burdened hourly rates which include all labor, meals, lodging and other costs necessary to provide a fixed hourly rate for the position(s) listed above.				
	NOTE #2: Bidders shall provide resumes with their bid.				
	NOTE #3: To allow DTP to conduct telephonic interviews of personnel identified in item #1 above, bidders shall provide the telephone numbers of individuals selected within seventy two (72) hours of request by DTP.				
	NOTE #4: All prices submitted shall include the IFA.				

1. On behalf of the Department of Technology Planning (DTP), the Department of Information Technology (DIT), is soliciting bids for the establishment of multiple contracts for the purpose of obtaining consulting services and project management to assist Authorized Users (Virginia localities, the Virginia Wireless E-911 Services Board (Board) and the DTP Public Safety Communications Division and DIT) in the implementation of Wireless and/or Wireline Enhanced 911 (E-911) services. Currently the Commonwealth of Virginia (COV) anticipates that it has a continuing requirement for these services for periods of service ranging from thirty (30) days to twenty-four (24) months. Requirements for consulting services will be identified on separate task orders or purchase orders issued against the Basic Ordering Agreement/work order executed by each of the winning vendors on a case-by-case basis. Bidders shall two (2) copies of the signed Invitation for Bids.

2. Since some vendors may only specialize in Wireless E-911 or Wireline E-911 and not both, bidders shall indicate in the matrix on Page A-2 of Attachment A whether they are able to provide wireless services, wireline services or both. The COV reserves the right to accept the bid for one type of service in an area without necessarily accepting the bid for the other type service.

3. The COV is concerned that no single vendor may be able to fully satisfy all the requirements for personnel that may arise. Therefore, the COV, at its option, may contract with up to five (5) lowest responsive and responsible bidders for each of the seven (7) regional areas listed on Page 1 of Attachment A. Page A-2 of Attachment A provides a matrix for the areas Vendors can support. The same rate bid on line item #1 of the Schedule (Page 2 of this solicitation) will apply to all areas bid. Bidders may bid on any one area, multiple areas or statewide. Since it may be necessary to move a locality from one area to another to allow neighboring localities to work together, the COV reserves the right to make adjustments to the seven regional areas listed on Page 1 of Attachment A. Selection may be made of two or more Bidder's (not to exceed 5) for each regional area. The COV is not required to purchase consulting services from all vendors which may win a Basic Ordering Agreement (BOA) consulting contract under this solicitation.

4. Specifications shall be incorporated into a service contract that permits the Authorized Users to order the services as described for the term of the contract without additional competitive procurements.

5. The price per hour for the Project Managers position on the Schedule (page 2) of this solicitation will be used to evaluate the bids submitted; however, the contract and individual task orders or purchase order(s) issued will be on a time and materials basis with a fixed rate under the terms and conditions of the attached Basic Ordering Agreement (BOA).

6. To be considered responsive to this solicitation, the vendor must agree to accept the terms and conditions set forth in the attached BOA and Work Order (Attachments B and C). Any modification or clarification to these terms and conditions will cause the bid to be rejected. See attached Solicitation Instructions, page S-2, paragraph 7.

7. Attachment E contains a sample Task Order and Purchase Order that are examples of Ordering Documents which may be issued to the successful bidder(s) under this Solicitation.

8. BIDS WILL NOT BE CONSIDERED IF THE VENDOR IS NOT REGISTERED WITH THE DEPARTMENT OF INFORMATION TECHNOLOGY (DIT). A registration form may be obtained by calling (804) 371-5900 or by contacting the Acquisition Services Division web site, http://asd.state.va.us. The completed form must be received by DIT not later than the award date in order for bid to be considered.

9. No oral, telephonic inquiries regarding this IFB will be accepted from vendors. All questions for information concerning this IFB must be submitted no later than 12:00 noon on March 15, 2002. Mark envelopes "Questions on IFB 2002-014R". Vendors may submit written questions to:

   Dept. of Informmation Technology
   Attn: Dave Butler/IFB #2002-14
   110 South 7th Street, East Lobby
   Richmond, Virginia 23219
   Facsimile: (804) 371-5969
   e-mail: dbutler@dit.state.va.us

   NOTE: BID RESPONSES VIA FACSIMILE WILL NOT BE ACCEPTED.

10. Bidder's attention is directed to Section 2.b, page S-1, of the Solicitation Instructions concerning the requirement for Federal Identification Numbers (FIN) to be placed on page 1 of the Invitation for Bids. Please place this number in the space provided on page 1. PLEASE NOTE THAT FAILURE TO PROVIDE THIS NUMBER MAY RESULT IN OUR INABILITY TO VERIFY YOUR REGISTRATION AND YOUR BID BEING RULED NON-RESPONSIVE.

11. VENDOR'S RESPONSES to this bid shall include the following information as an attachment:

    a. Company name, contact persons, address, city, state, zip code and telephone number, facsimile number, e-mail address, and firm's web site.

    b. Provide the identity of any parent corporation;

    c. Provide the identity of any subsidiaries if appropriate;

    d. Provide the identity of any sub-contractors to be used on this project.

    e. Describe the company's experience in the government sector and industry.

12. Bidders shall disclose to the Authorized User and/or DTP any ownership, subsidiary affiliation, business relationships, or any other formal interests in any company involved in the design, manufacturing, or marketing of 911 equipment or services. This requirement shall also apply to any Bidder's personnel and sub-contractor(s) used on the project. Any vendor who in the COV's sole determination has a business relationship with a Wireless service provider or other company that could cause a conflict of interest in representing an Authorized user of this contract, will be rejected from further consideration.

13. Bidders shall provide at least three (3) current references who can confirm the firm's qualifications. References provided should be of the similar size to the Commonwealth of Virginia. Prior to an award, the Commonwealth will make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidders to perform the contracts, and these may include, but may not be limited to, reference checks and interviews.

14. BIDDER'S QUALIFICATIONS:

    a. The Bidder shall provide a brief description of its experience and history in regards to project management and consultation in the area of Enhanced 911 service, i.e., number of years providing these services, experience and qualifications of personnel involved, number of staff dedicated to these services and the names and number of technical staff to be assigned to this project, including resumes, etc.
    b. The Bidder shall provide relevant documentation attesting to at least three (3) years experience in assisting localities with the implementation of Wireless and/or Wireline Enhanced 911 systems. Document should focus experience with the implementation of E-911 systems and not other systems, such as wireless networking and radio systems.
    c. The Bidder shall provide a list of at least three (3) projects performed by their firm similar to requirements of this solicitation. The list shall include the names of the locality in which the services were performed, the wireless service providers in the locality that the bidder worked with, and the local exchange carrier (LEC) providing the wireline 911 network design; and a brief description of the services provided by the bidder.

    NOTE: Vendors who do not meet the Qualifications explicitly stated above will be rejected without further consideration.

15. The project manager shall provide the coordination between the Authorized User, local exchange carrier (LEC) and wireless service provider (WSP) for the implementation of wireless or wireline 911. This will entail assisting the Authorized User with identifying and installing upgrades in the "Public Safety Answering Point" (PSAP), working with the LEC to identify 911 network upgrades that may be necessary, and coordinating data collection, testing and cutover with the WSP. The Authorized User may require the project manager to submit a cutover plan, an acceptance testing plan and a fall back plan as part of their project management duties. Project managers proposed for this project must have experience in these areas to be considered.

16. TYPICAL TASKS TO BE PERFORMED BY PROJECT MANAGERS AND SUPPORT STAFF:

    a. Meeting with the wireless service providers in their respective areas.

    b. Coordinating the installation of telecommunications equipment.

    c. Coordinating training efforts for the "Public Safety Answering Point".

    d. Coordinating service with the local exchange carrier.

    e. Drafting correspondence on behalf of the PSAP.

    f. Managing the testing of wireless E-911.

    g. Preparing funding submission to the Board.

    h. Preparing monthly reports to the Board.

    NOTE: This is not an all inclusive list.

17. All vendor personnel who are non-U.S. citizens must currently have the requisite documentation, i.e. a valid passport, visa, work permit or other documentation required by U.S. Immigration authorities necessary to provide the services required under this solicitation.

18. The term of this contract shall be for a two (2) year period and shall commence upon award of this solicitation by the Contracts Manager, DIT. The COV at its sole option reserves the right to extend the contract for three (3) additional twelve (12) month periods by notifying the contractor of its intent not later than thirty (30) days prior to the expiration of the current contract period.

19. The COV requires that bids include a firm fixed hourly rate for the initial two (2) year period. Upon written request including justification from the contractor(s), the Commonwealth, at its sole option, may allow a rate increase in accordance with Attachments B and C after the initial two (2) year period.

20. Upon notification of contract awards, contractors shall designate Project Managers to be assigned to the contract. DTP in coordination with the Authorized User appointed project managers reserve the right to interview and approve of designated project managers. The Localities project manager, or his/her delegate, will be the contractor's primary point of contact. All contract activities to be performed under this contract will be accomplished in consultation with, under the direction of, and with the approval of the Localities project manager.

21. Bidders shall provide the requisite personnel staffing to support the project for the term of the contract. Contractors shall provide a high level of staff project involvement and information feedback throughout the term of the contract. Rates for these support staff personnel shall be provided on the Schedule (page 2 of this solicitation) as appropriate.

22. SERVICE BILLING:

    a. Billing will be centralized through the Department of Technology Planning (DTP). The Contractor shall furnish monthly detailed billing to DTP, which will itemize all services provided to the Authorized User for billing purposes. The Bidder is put on notice that any item billed, not agreed to in the resulting contract, will not be paid, which will result in a short pay of the Contractor's invoice.

    b. Contractors must provide a point of contact for all billing inquiries giving the name and telephone number of the contact. A backup billing contact is also required. A facsimile telephone number is required so billing inquiries can be faxed to the Contractor.

23. Results of this solicitation will not be given out by telephone. Bidders wishing a copy of the bid results must include a self-addressed, stamped envelope along with their bid. The envelope should be marked with the words "Bid Results" and the IFB number. Awards will also be posted to the Acquisition Services Division (ASD) web site, http://asd.state.va.us

24. Bidders are advised to read and understand paragraphs entitled "Contractor's Report of Sales" and "Industrial Funding Adjustment" (IFA) in the Terms and Conditions. FAILURE TO COMPLY WITH THESE PARAGRAPHS SHALL RENDER THE VENDOR'S BID NON-RESPONSIVE AND SUBJECT THIS AGREEMENT TO TERMINATION AND CANCELLATION.

25. IT IS THE VENDORS RESPONSIBILITY TO RETURN SEALED BIDS TO THE ISSUING OFFICE AT THE ADDRESS LISTED IN BLOCK #6, PAGE 1, DIT FORM 62 ON OR BEFORE THE DATE AND HOUR DESIGNATED. IF NOT, THEY WILL BE RETURNED TO THE VENDOR UNOPENED.

Attachment A - Map of Virginia and seven (7) Regional Support Areas

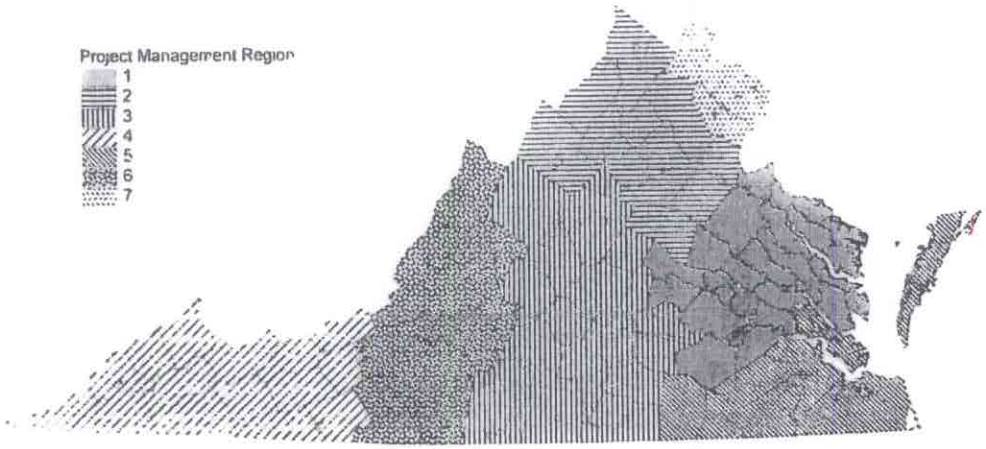
Attachment B - Basic Ordering Agreement

Attachment C - Work Order

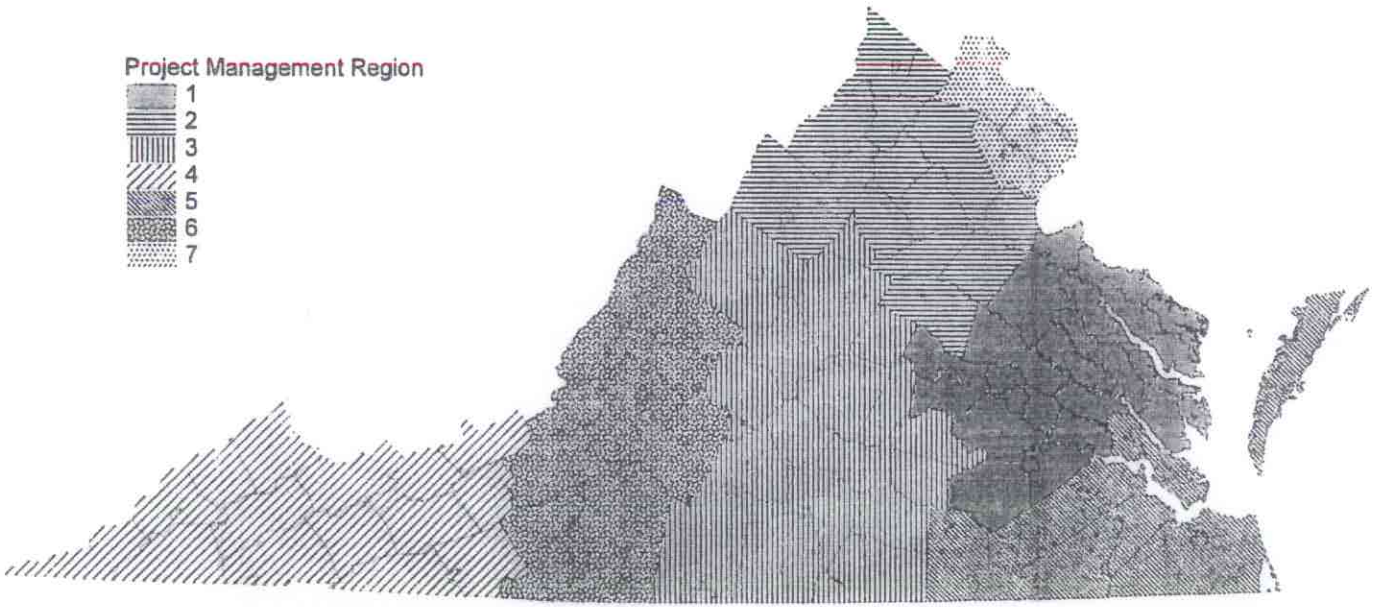
Attachment D - Certification Regarding Lobbying

Attachment E - Sample Task Order

ATTACHMENT A



Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7
Ashland	Clarke County	Albemarle County	Bland County	Accomack County	Alleghany County	Alexandria
Caroline County	Culpeper County	Alta Vista	Bristol	Brunswick County	Bath County	Arlington County
Charles City County	Fauquier County	Amelia County	Buchanan County	Chesapeake	Bedford	Fairfax
Chesterfield County	Frederick County	Amherst County	Carroll County	Chincoteague	Bedford County	Fairfax County
Colonial Beach	Fredericksburg	Appomattox County	Dickenson County	Emporia	Blacksburg	Falls Church
Colonial Heights	Harrisonburg	Augusta County	Galax	Franklin	Botetourt County	Herndon
Dinwiddie County	Louisa County	Buckingham County	Giles County	Greensville County	Christiansburg	Loudoun County
Essex County	Madison County	Buena Vista	Grayson County	Hampton	Clifton Forge	Manassas
Gloucester County	Orange County	Campbell County	Lee County	Isle of Wight County	Covington	Manassas Park
Goochland County	Page County	Charlotte County	Norton	James City County	Craig County	Prince William County
Hanover County	Rappahannock County	Charlottesville	Pulaski	Newport News	Floyd County	Vienna
Henrico County	Rockingham County	Cumberland County	Pulaski County	Norfolk	Franklin County	
Hopewell	Shenandoah County	Danville	Radford	Northampton County	Henry County	
King & Queen County	Spotsylvania County	Farmville	Russell County	Poquoson	Highland County	
King George County	Stafford County	Fluvanna County	Scott County	Portsmouth	Lexington	
King William County	Warren County	Greene County	Smyth County	Southampton County	Martinsville	
Lancaster County	Winchester	Halifax	Tazewell County	Suffolk	Montgomery County	
Mathews County		Halifax County	Washington County	Surry County	Patrick County	
Middlesex County		Lunenburg County	Wise County	Sussex County	Roanoke	
New Kent County		Lynchburg	Wythe County	Virginia Beach	Roanoke County	
Northumberland County		Mecklenburg County	Wytheville	Williamsburg	Rockbridge County	
Petersburg		Nelson County		York County	Salem	
Powhatan County		Nottoway County			Vinton	
Prince George County		Pittsylvania County				
Richmond		Prince Edward County				
Richmond County		South Boston				
West Point		Staunton				
Westmoreland County		Waynesboro				



Please check boxes in which support is being offered	Region 1	Region 2	Region 3	Region 4	Region 5	Region 6	Region 7
Wireless E-911							
Wireline E-911							

SOLICITATION INSTRUCTIONS
REV. 11/01/01

1. EXPLANATION TO VENDORS

Any explanation desired by a vendor regarding this solicitation/invitation for bid must be requested in writing and with sufficient time allowed for a reply to reach the vendor before the submission of their bids. PRIOR TO SUBMISSION OF A BID, VENDORS ARE REQUIRED TO READ THESE INSTRUCTIONS, REVIEW THE SCHEDULE, READ ALL TERMS AND CONDITIONS AND CHECK THE ACQUISITION SERVICE DIVISION'S (ASD'S) WEB PAGE AT (HTTP://ASD.STATE.VA.US) FOR ANY AMENDMENTS OR CHANGES. THIS SOLICITATION IS SUBJECT TO THE PROVISIONS OF THE COMMONWEALTH OF VIRGINIA VENDOR'S MANUAL WHICH WAS REVISED IN DECEMBER 1998 AND ANY REVISIONS THERETO, WHICH ARE HEREBY INCORPORATED INTO THIS CONTRACT IN THEIR ENTIRETY. A copy of the manual is available for review at the purchasing office, and can be obtained by calling the Division of Purchases and Supply (804) 786-3842, or by accessing the Department of General Services (DGS), Division of Purchases and Supply (DPS) Internet Home Page (www.dgs.state.va.us/dps). Any interpretation required by the State will be in the form of an amendment to the solicitation: SEE PARAGRAPH 11 BELOW. Oral explanations or instructions given before the award of the contract will not be binding. In any conflict arising between this solicitation and the Vendors' Manual, this solicitation shall prevail.

2. PREPARATION OF SOLICITATION

A. Bids shall be submitted on the forms furnished, and must bear an original signature by an individual authorized to bind the company submitting the bid. If erasures or other changes appear on the form, each erasure or change must be initialed by the person signing the bid. Telegraphic or facsimile bids will not be considered. Vendors may not submit multiple bids in a single envelope.

B Vendors are required to enter their Federal Identification Number [FIN] in the upper right hand corner on Page 1, DIT Form 62. This number must correspond with the FIN number shown on Page 1 of the DIT Vendor Application For Registration Form submitted by a principal or officer of the firm submitting the bid. Failure to enter a number in the space provided or to provide a correct FIN number may delay award or result in DIT determining that the vendor is not registered to conduct business with DIT. It is the vendor's responsibility to provide the correct FIN number and to keep DIT updated as to any changes in vendor's status.

C. The bid form may provide for submission of a price or prices for one or more items. All prices shall be entered in the schedule; DIT Form 62A or 62B. Where the bid form explicitly requires that the vendor bid on all items (e.g., an all or none requirement), failure to do so will disqualify the bid. When submission of a price on all items is not required, vendor should insert the words "no bid" in the space provided for any item on which no price is submitted.

D Additional bids may be submitted, when in the vendor's judgment they can provide more than one solution which meets the required specifications of the procurement. Additional bids shall be submitted on either a duplicate copy of the bid document or on plain paper and shall be clearly identified with the words "ADDITIONAL BID" written or printed on the face of each additional bid. Additional bids shall not be considered unless detailed specifications or descriptions sufficient to establish quality, utility and merit accompany the bid.

VENDORS SUBMITTING ADDITIONAL BIDS ARE REMINDED THAT THE TERMS AND CONDITIONS WHICH APPLY TO THE ORIGINAL BID SHALL ALSO APPLY TO THE ADDITIONAL BID AND ANY MODIFICATION TO TERMS AND CONDITIONS OF A SOLICITATION OR THE ADDITION OF RESTRICTIVE PROVISIONS BY A BIDDER SHALL BE CAUSE FOR REJECTION OF THE BID.

E Modification of bids already submitted will be considered if received at the office designated in the invitation for bids before the time set for opening of bids.

3. SUBMISSION OF BIDS

TO BE CONSIDERED, THE BID MUST BE RECEIVED AT THE ADDRESS GIVEN IN BLOCK #6 OF THE SOLICITATION ON OR BEFORE THE DATE AND HOUR DESIGNATED. Vendors must pay particular attention to ensure that the bid is properly addressed. The State is not responsible if the bid is not properly addressed. The State is not responsible if the bid does not reach the destination specified by the date and time identified in block #8 page 1 of the Bid. Sealed bids received after the date and hour identified in block #8 are automatically disqualified, and will not be considered. All bids must be sealed, marked and addressed, to the address shown in block #6 of the Solicitation, and marked on the outside of the vendor's envelope as in the example below. Failure to do so may result in a premature opening of, or a failure to open, the bid.

From Name of Vendor
Street or Box Number
City, State, Zip Code
Due Date Time
IFB No

4. SPECIFICATIONS AND USE OF BRAND NAMES

Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bids to the specific brand, make or manufacturer named. Any item which the State at its sole discretion determines to be the equal of that specified as defined in the Schedule, will be accepted. The award will be made to the lowest responsive and responsible bidder or offeror offering the functional equivalent to the brand name described in the specification. Thus, equivalent products of other manufacturers will be considered only if proof of equivalency is contained in or accompanies the bid.

5. LATE BIDS, MODIFICATIONS OF BIDS OR WITHDRAWALS OF BIDS

A. Any bids received at the office designated in block #6 of the Solicitation after the exact time specified for receipt will not be considered for award. (See Paragraph 4.10 of the Vendor's Manual for further discussion.)

B. A bid may be amended and/or withdrawn by a vendor if the office issuing the bid receives the request in writing before the date and hour set forth in the bid form. The request must be signed by a person authorized to represent the person or firm that submitted the bid. Submission of a subsequent bid shall normally constitute the withdrawal of any prior bid submitted by the same bidder or offeror on the same IFB.

6. PUBLIC OPENING OF BIDS

Bids will be publicly opened at the time and date specified on page 1 of the Solicitation document. The content of these solicitations will be made public in accordance with Paragraphs 1.9 and 2.4 of the Vendor's Manual. Bids will not normally be evaluated at the bid opening meeting. All bids will be opened at the location shown on page 1 of the solicitation.

7. SOLICITATION TERMS AND CONDITIONS

The terms and conditions contained in this solicitation are considered mandatory and are the only terms and conditions governing transactions under any contract awarded as a result of this solicitation.

If the vendor includes additional terms and conditions on pre-printed marketing sheets, pre-printed catalogues, or other pre-printed materials, then it is understood that those terms and conditions are of no consequence to any resulting contract.

Any other modification, addition, clarification, or change to the mandatory terms and conditions by the vendor shall cause the bid to be rejected.

8. AWARD OF CONTRACT

Bids shall be evaluated and the responsive and responsible bidder offering the lowest price will be awarded the Contract. The State reserves the right to reject any and all bids in whole or in part and to waive any informality in the bids.

9. AWARD NOTICES

Upon the completion of evaluation, the State will either post a NOTICE OF AWARD (NOA) or a NOTICE OF INTENT TO AWARD (NOITA). If a NOITA is used, the notice will be publicly posted ten days prior to the actual award date of the contract. All award notices will be posted on ASD's Web Page (HTTP://ASD.STATE.VA.US) and posted in ASD's lobby in written format.

A NOTICE OF INTENT TO AWARD OR A NOTICE OF AWARD will be mailed to any bidder submitting a self-addressed, stamped envelope with their bid.

NOTICES OF INTENT TO AWARD OR NOTICES OF AWARD will be posted in accordance with paragraph 6.3 of the Vendor's Manual.

TELEPHONIC REQUESTS FOR BID RESULTS WILL NOT BE HONORED.

10. FAILURE TO DELIVER

Failure to comply with the terms and conditions of the IFB or to deliver equipment, software or services identified in the solicitation at the price quoted may result in cancellation or rescission of the award/contract by the Commonwealth and may subject the Contractor to removal from DIT's Vendor Registration file and ruled ineligible to participate in DIT's (and other agencies and institutions information technology) procurements for a period of 12 months.

11. AMENDMENT OF SOLICITATION

Any amendment or change to this solicitation will be issued in writing and will identify the changes to be made in the bid. All amendments will be posted to the ASD's Web page at (http://asd.state.va.us) and posted in ASD's lobby in written format.

If the bid opening date is extended the new date and time will be clearly shown on the face of the amendment.

Bidders will be required to sign and return a copy of the amendment with their bid to indicate that they have received the document and are aware of the changes made

12. ANTI-COLLUSION CERTIFICATION

By Bidder's signature on the face of this bid, Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same equipment, software, or services, and is in all respects fair and without collusion or fraud. Vendor understands collusive bidding is a violation of the Virginia Governmental Frauds Act and Federal Law and can result in fines, prison sentences, and civil damage awards. Bidder agrees to abide by all conditions of this bid and certifies that he or she is authorized to sign this bid for the bidder' firm.

13. DEMONSTRATIONS

The State reserves the right to require the Bidder to demonstrate to the satisfaction of the State, that the products offered will perform in a completely acceptable manner and to meet or exceed the specifications referenced in the solicitation. The demonstration site and time is subject to agreement between the State and Bidder. A Bidder refusing to demonstrate his products bid after determination that he is the apparent low responsive and responsible bidder may be removed from DIT's vendor registration file and ruled ineligible to participate in DIT's (and other agencies and institutions information technology) procurements for a period of 12 months.

14. PROTESTS OF AWARDS

All protests of awards shall be conducted in accordance with Chapter 9 of the Vendors Manual.

15. VENDOR REGISTRATION

AN AWARD WILL NOT BE MADE TO ANY BIDDER NOT REGISTERED WITH THE DEPARTMENT OF INFORMATION TECHNOLOGY (DIT). A completed registration form must be on file or received by DIT (Acquisition Services Division) not later than the award date. Call (804) 371-5900 to request a registration form.

16. CONTRACT

Any contract which is awarded as a result of this solicitation, offer and award shall be between DIT and the Contractor. No other agency, institution or public body may negotiate in any way with the vendor concerning the items identified in the schedule or any terms and conditions of the contract. All problems associated with the resulting contract shall be brought to the attention of the Contracts Manger, DIT.

Specifications - Any comments or questions concerning the specifications, terms and conditions or any note contained in this solicitation shall be submitted, in writing to the issuing office (See Block #6 DIT Form #62) at least ten (10) days prior to the closing date.

17. TRADE SECRETS OR PROPRIETARY INFORMATION

Trade secrets or proprietary information submitted by a bidder in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder must invoke the protections of *Code of Virginia*, Section 2.2-4342, prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reason why protection is necessary. **The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire bid document, line item prices and/or total bid prices as proprietary or trade secrets is not acceptable and will result in rejection of the bid.**

ATTACHMENT B
TO
IFB #2002-014R

BASIC ORDERING AGREEMENT (BOA)

This Basic Ordering Agreement (BOA) is entered into as of the date of its final execution as noted in Block #13, DIT Form 62, by and between the Contractor identified in Block #9, DIT Form 62, a corporation authorized to do business in the Commonwealth of Virginia with a primary place of business at (see Block #9, DIT Form 62), hereinafter referred to as the "Vendor" or "Contractor", and the Commonwealth of Virginia, hereinafter referred to as the "State", or "DIT", or the "Commonwealth".

This Agreement shall be construed as a continuing offer by the Vendor to perform specified services which the Commonwealth and or Authorized User may accept from time to time by the placement of either Work Orders or Task Orders, hereinafter referred to as "Orders" as described herein. No obligation for services or costs shall be incurred by either party hereto unless and until an Order or other written authorization has been executed by the Contracts Manager, DIT in accordance with this Agreement.

As used throughout, the following terms shall have the meaning set forth below:

- ξ The term "Agreement" means the Basic Ordering Agreement and includes the provisions identified below.
- ξ The term "Work Order" means the additional terms and conditions attached to this Basic Ordering Agreement as Attachment "C".
- ξ The term "Task Order" means individual orders for services issued under the provisions of the BOA/Work Order.
- ξ The term "Authorized User" means Virginia localities and The Department of Technology Planning public Safety Division and the Department of Information Technology, and the Virginia Wireless E-911 Services Board

ARTICLE I - WORK ORDERS

1. Work Orders issued hereunder shall be initiated and processed as set forth in Article II herein.

2. Said Work Orders shall contain, among other provisions:

a. A reference to this Agreement;

b. Statement of Work;

c. Statement of Type of Work Order and costs or price; and,

d. Delivery or Performance Schedule.

3. An individual Work Order may be written into either of the following two types:

a. Time and Material Type: A Time and Material Work Order shall list the services to be performed by labor category of personnel desired together with specific computer or tabulating services and hourly costs associated with each. Time and Material Work Orders will contain a "Not to Exceed" limitation. When a "Not to Exceed" limitation is employed, it shall impose obligations upon the parties in accordance with the "Limitation of Cost" provisions in ARTICLE V - TERMS AND CONDITIONS.

b. Fixed Price Type: A Fixed Price Work Order shall be negotiated where technical requirements can be set forth in sufficient detail to enable the Vendor to contract on such a basis. A Fixed Price Work Order may be negotiated for personnel services while other costs associated with the Work Order such as computer services can be included in the same Work Order on a Time and Material basis.

4. Pricing for all Time and Material Work Orders shall be in accordance with the rate schedule provided by the Vendor and set forth in IFB 2002-014R, "the Schedule".

5. All Work Orders shall be incorporated as an integral part of this Agreement. Additional terms and conditions or clauses concerning individual Work Orders may be included with and form part of the Work Order. In the event the additional terms and conditions and/or clauses included in a Work Order conflict with any terms and conditions or clauses of this Agreement, the terms of the Work Order shall govern as concerns that individual Work Order only.

ARTICLE II - ACTIVATION OF ORDERS

1. The following procedure will be used to initiate and activate an Order under this Agreement:

a. The Authorized User will prepare an Order in duplicate, together with all necessary technical attachments, and provide the Order to the Vendor.

b. The Vendor shall review the Order and, upon acceptance by the Vendor, cause the Order to be executed by a duly authorized Vendor representative, and return both Vendor executed documents to the Commonwealth and or Authorized User.

c. The Authorized User, upon acceptance of the Vendor's executed documents, shall execute the Order and return one fully executed Order to the Vendor. One fully executed Order shall be attached to and shall be made an integral part of this Basic Ordering Agreement (BOA).

OR

2. Ordering through eVA.

ARTICLE III - PERIOD OF PERFORMANCE

1. This Agreement shall remain in full force and effect for a period of two (2) years from the date of award, unless sooner terminated or discontinued in accordance with other terms of this Agreement, or extended in accordance with the provisions of Attachment "C" the Work Order.

2. By agreement of the parties evidenced by written amendments hereto, this Agreement can be extended as necessary, and in conjunction with the terms and conditions as delineated herein, provided however that no additional costs are incurred unless specifically approved by the Contracts Manager, DIT.

3. The terms of this Agreement and its incorporated Work Order(s) and other related Orders shall survive the period of performance stated in Section 1 above until such time as all Work Orders and Orders (executed prior to the expiration date of this BOA) have been completely performed.

ARTICLE IV - INVOICING AND PAYMENT

1. Where performance contemplated by an Order is longer than one (1) month, the Vendor shall invoice monthly in arrears. The Contractor shall invoice the Authorized User through DTP.

a. On Time and Material Work Orders, invoices will be at the billing rates set forth in the Schedule for all efforts performed during the invoice period. Invoices shall provide as a minimum the following information:

(1) Name of assigned employee(s)
(2) Date of assignment
(3) Rate per hour
(4) Hours worked

(5) Order Number
(6) Vendor's Federal Tax Identification Number (FIN)

b. On Fixed Price Work Orders, a mutually acceptable billing schedule shall be defined in Schedule to this Agreement.

2. Where the performance under an individual Work Order is to be completed in less than one (1) month, the Vendor shall invoice the Authorized User through the Department of Technology Planning (DTP) for the full amount of the Work Order at the completion thereof.

3. A maximum of fifteen percent (15%) of each Fixed Price invoice may be withheld pending completion and acceptance of the total project.

ARTICLE V - TERMS AND CONDITIONS

1. ENTIRE AGREEMENT

It is expressly agreed that the Basic Ordering Agreement, the Work Order issued hereunder, IFB 2002-014R issued by the Commonwealth and Vendor's response thereto which have been accepted by the Commonwealth and has resulted in an award to the Vendor, and all Orders issued under this Agreement constitute the entire Agreement of the parties in relation to the subject matter hereof, and that no other agreement or understandings, verbal or otherwise, exist between the parties except as herein expressly set forth.

2. SCOPE OF CONTRACT

The following paragraphs contain the Contractual terms and conditions by which the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State", or "DIT" (Department of Information Technology) will establish a Master Agreement wherein Authorized Users (Virginia Localities, Department of Technology Planning Public Safety Division, and DIT, and the Virginia Wireless E-911 Services Board) will acquire consulting services and project management in assisting Authorized Users in the implementation of Wireless and / or Wireless Enhanced 911 (E-911) services, "Services", as defined by the Virginia Wireless E-911 services board and the DTP Public Safety Communications Division.

3. VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any revisions thereto, which are hereby incorporated into this Contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition, a copy can be obtained by calling the Division of Purchases and Supply (804) 786-3842, or by accessing the Department of General Services (DGS), Division of Purchases and Supply (DPS) Internet site (www.dgs.state.va.us/dps/).

4. APPLICABLE LAWS AND COURTS

This solicitation and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

5. ANTI-DISCRIMINATION

By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every Contract over $10,000 the provisions in a. and b. below apply:

a. During the performance of this Contract, the Contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting these requirements.

b. The Contractor will include the provisions of 1. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

6. ETHICS IN PUBLIC CONTRACTING

By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

7. IMMIGRATION REFORM AND CONTROL ACT OF 1986

By submitting their bids, bidders certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

8. DEBARMENT STATUS

By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on Contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

9. ANTITRUST

By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

10. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the Contract shall be effective unless reduced to writing and signed by the parties.

11. CLARIFICATION OF TERMS

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

12. PAYMENT

a. To Prime Contractor:

1) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the state Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2) Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

3) All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the Contract price, regardless of which public agency is being billed.

4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

5) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).

b. To Subcontractors:

1) A Contractor awarded a Contract under this solicitation is hereby obligated:

(a) To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or

(b) To notify the agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

2) The Contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary Contract. A Contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

13. PRECEDENCE OF TERMS

Paragraphs 1-13 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

14. QUALIFICATIONS OF BIDDERS

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

15. INSURANCE

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

a. Worker's Compensation - Statutory requirements and benefits.

b. Employers Liability - $100,000.

c. Commercial General Liability - $500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.

d. Automobile Liability - $500,000 - Combined single limit. (Only used if motor vehicle is to be used in the Contract.)

16. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a Contract as a result of this solicitation, ASD (Acquisition Services Division) of DIT will publicly post such notice on its website at http://asd.state.va.us/ for a minimum of 10 days.

17. DRUG-FREE WORKPLACE

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

18. STANDARDS OF WORK

The Vendor agrees that the performance of work and services pursuant to an Order shall conform to the requirements of the Work Order and to high professional standards.

19. INSPECTION AND ACCEPTANCE

All work under an Order shall be subject to inspection by the Commonwealth and or Authorized User, to the extent practicable at all times and places, including the period of design or processing, but in any event, prior to acceptance. All inspections by the Commonwealth and or Authorized User shall be performed in such a manner as not to unduly delay the work. Unsatisfactory work shall be corrected prior to acceptance.

If any inspection or acceptance test is made by the Commonwealth and or Authorized User on the premises of the Vendor, the Vendor, without additional charge, shall provide reasonable facilities and assistance for the safety and convenience of the Commonwealth and or Authorized User's inspectors in the performance of their duties. If the Commonwealth and or Authorized User's inspection or test is made at a place other than the premises of the Vendor, it shall be at the expense of the Commonwealth and or Authorized User when cost is incurred by the Vendor. Suitable acceptance criteria shall be included in the Work Statement as part of the Order.

20. RISK OF LOSS

All work, including data, after delivery to the Commonwealth and or Authorized User, but prior to acceptance, shall become the responsibility of the Commonwealth and or Authorized User to protect same from risk of loss, damage, or destruction. The Commonwealth and or Authorized User shall be liable for such loss, damage or destruction and replacement of the items so lost, damaged or destroyed shall be at the sole expense of the Commonwealth and or Authorized User. To minimize potential problems due to this loss, damage, or destruction, Contractor shall insure that additional copies of the work are available at Contractor's office.

21. PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE

The Contractor agrees that proprietary information disclosed by the Commonwealth and or Authorized User to the Contractor for the purpose of an Order shall be held in confidence, as required by and identified herein, and used only in performance of the Order. No item designed for or by the Commonwealth and or Authorized User shall be duplicated or furnished to others without prior written consent of the Commonwealth and or Authorized User. All products of an Order are the sole and exclusive property of the Commonwealth and or Authorized User.

22. PATENT(S), COPYRIGHT(S), AND/OR TRADE SECRET(S) PROTECTION

Contractor, at its own expense, shall defend any suit brought against the Commonwealth and or Authorized User or Authorized User for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth and or Authorized User's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the Commonwealth and or Authorized User, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.1-122 and Section 2.1-127 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth and or Authorized User may, at their option and expense, participate in the defense of the suit.

The Contractor shall not be required to indemnify the Commonwealth and or Authorized User for liability arising solely out of the Commonwealth and or Authorized User's own specifications or design or solely from the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Contractor.

If, any Product or Service becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide noninfringing substitutes that are satisfactory to the Commonwealth and or Authorized User, or at Contractor's option and expense, may obtain the right for the Commonwealth and or Authorized User to continue the use of such Product or Service.

If the use of such equipment or software by the Commonwealth and or Authorized User is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth and or Authorized User to continue using the software, the Contractor agrees to take back the infringing equipment, software, materials or information and refund the total amount the Commonwealth and or Authorized User has paid Contractor under this Agreement, less one (1 %) percent of the total paid for each month of use by the Commonwealth and or Authorized User. This obligation is in addition to any other obligations cited herein.

23. LIABILITY

To the maximum extent permitted by applicable law, the contractor will not be liable under this contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and or services delivered under this contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death: (b) defect or deficiency caused by willful misconduct or negligence on the part of the contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.

24. EXCUSABLE DELAY

The Contractor shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if such failure arises out of causes beyond its reasonable control and without the fault or negligence of the Contractor or its subcontractor(s). Such causes may include, but are not restricted to acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the reasonable control and without the fault or negligence of the Contractor or its subcontractors.

25. TAXES

The Commonwealth and or Authorized User of Virginia is exempt from all Federal excise taxes, and from State and Local taxes. Such taxes shall not be included in any invoice submitted by Contractor. Federal excise tax exemption certificates shall be furnished if requested.

26. SEVERABILITY

Each paragraph and provision of this Agreement is severable from the entire contract, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

27. TERMINATION OF BASIC ORDERING AGREEMENT FOR CONVENIENCE

This Agreement may be terminated in whole or in part, upon thirty (30) days written notice by the Commonwealth. Consistent with Article III, Section 3, the terms of this Agreement, its incorporated Work Order and related Orders shall survive the effective date of termination until such time as all Orders (executed prior to the termination of this BOA) have been completely performed in accordance as delineated herein.

28. RESERVED

29. HEADINGS NOT CONTROLLING

Headings used in this Contract are for reference purposes only and shall not be considered to be a substantive part of this Contract.

30. NON-APPROPRIATION

All funds for payment of Services under any approved Order is dependent at all times upon the legislative appropriations for this purpose. In the event of nonappropriation of funds by the Legislature for the Services requested under this Contract, the Commonwealth and or Authorized User will terminate this contract for those 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 Services are to be supported by federal funding, and such funding is not made available, the Commonwealth and or Authorized User may terminate this Contract for services dependent on such Federal funds without further obligation.

31. BREACH

In the event of breach by the Contractor of any authorized Order, the Commonwealth shall have the right to immediately, or thereafter, terminate the Order or the entire Basic Ordering Agreement (without affecting the Basic Ordering Agreement with respect to existing Orders). In the alternative, Commonwealth may give written notice to the Contractor specifying the breach and providing a period of time in which such breach must be corrected. If the breach is not corrected within the period of time specified, the Order may be terminated.

The Commonwealth's failure to exercise its right to terminate for breach under this provision shall not be construed as a waiver of its right to terminate, rescind or revoke a contract in the event of any subsequent breach of any provisions of this Agreement.

32. LIMITATION OF COST

It is hereby stipulated and agreed that the total cost to the Commonwealth and or Authorized User for the performance of each Order will be within the "Not to Exceed" funding limitation set forth in the Order, and the Contractor agrees to perform the work specified and all obligations under the Order within such funding limitation. The Contractor agrees to notify the Commonwealth and or Authorized User in writing no later than when the billable amounts reach eighty percent (80%) of the funding limitation and will include in such notification an estimate to complete the requirements of the Order.

The Commonwealth and or Authorized User shall not be obligated to reimburse the Contractor for billing in excess of appropriated funding up to the funding limitation set forth in the Order, and the Contractor shall not be obligated to continue performance of the Order or to incur costs in excess of the funding limitations if such increased costs are due to additional project requirements identified by the Commonwealth and or Authorized User after the initiation of the project effort, unless and until a written amendment to the Order increasing the funding limitation is approved by the Commonwealth and or Authorized User.

In addition to the limitations set forth above, Fixed Price Work Orders may not be increased more than twenty-five percent (25%) of the amount of the contract or $50,000, whichever is greater, without the advance written approval of the Governor of the Commonwealth and or Authorized User of Virginia or his designee.

33. EXAMINATION OF RECORDS

The Contractor agrees to keep and maintain adequate records pertinent documents and papers involving transactions related to each Order for a period of five (5) years from the date of final payment.

The Contractor agrees that the Commonwealth's Auditor of Public Accounts, his duly authorized representative, or such other Commonwealth body appointed by the State shall have access to and the right to examine any such directly pertinent records, documents, and papers involving transactions related to each Order.

34. TERMINATION OF WORK ORDERS FOR CONVENIENCE

Any individual Order under this Agreement may be terminated, in whole or in part, by the Commonwealth and or Authorized User for its convenience.

a. Termination of Time and Materials Order:

(1) Upon receipt of such written notice of termination as specified above, the Contractor shall, cease all work and within thirty (30) days after receipt of written notice of termination, file a claim with the Commonwealth and or Authorized User which shall include an invoice for all costs incurred prior to termination.

(2) Upon receipt of payment for the Contractor's final invoice and the termination claim, the Contractor shall turn over to the Commonwealth and or Authorized User all completed programs, reports, data diagrams, and other materials generated during the performance of the terminated Order.

b. Termination of Fixed Price Work Orders:

(1) Upon receipt of written notice of termination, the Contractor shall, cease all work and within thirty (30) days after receipt of written notice of termination, file a claim with the Commonwealth and or Authorized User which shall include an invoice for completed products delivered on or before the date of termination and which have been accepted by the Commonwealth and or Authorized User.

(2) There shall be no payment for partially completed deliverables except when progress payments are specified in the Order and the Contractor can provide evidence of progress prior to termination and which, in the sole opinion of the Commonwealth and or Authorized User, warrants payment for a partially completed and acceptable deliverable.

(3) Except as provided in 19.b. (2), there shall be no payment for deliverables contracted for but not delivered by the Contractor.

(4) When the Commonwealth and or Authorized User determines that the Contractor is in breach of this Basic Ordering Agreement and/or any Order incorporated hereunder, in no event shall any monies be due the Contractor for products or services which have not been delivered or services performed which are deemed unacceptable by the Commonwealth and or Authorized User.

35. CHANGES/AMENDMENTS

This Contract may be modified in accordance with Section 2.2-4309 A., C. of the Code of Virginia. Such modifications may only be made by the representatives noted below. By written notice to the Contractor, the Commonwealth and or Authorized User may, from time to time, make changes in drawings, designs, specifications, place of delivery, and property and services being furnished to the Contractor by the Commonwealth and or Authorized User. If any change causes an increase or decrease in price of an Order, in the time required for its performance, or otherwise affects any other provision of the Order, the Contractor shall promptly and within thirty (30) days from the date of receipt of the change notify the DIT Contracts Manager, thereof in writing asserting its claim for adjustment, and an equitable adjustment may be made and incorporated into the Order. THE ISSUANCE OF INFORMATION, ADVICE, APPROVALS, OR INSTRUCTIONS BY COMMONWEALTH AND OR AUTHORIZED USER'S TECHNICAL PERSONNEL OR OTHER REPRESENTATIVES SHALL BE DEEMED EXPRESSIONS OF PERSONAL OPINIONS ONLY AND SHALL NOT AFFECT THE CONTRACTOR'S AND COMMONWEALTH AND OR AUTHORIZED USER'S RIGHTS AND OBLIGATIONS HEREUNDER UNLESS THE SAME IS IN WRITING SIGNED BY THE PARTIES AND EXPRESSLY STATES THAT IT CONSTITUTES A CHANGE TO THE ORDER. The official for approval of any contract modification is:

Department of Information Technology (DIT)
DIT Contracts Manager
Richmond Plaza Building, Lobby Level
110 South 7th Street
Richmond, Virginia 23219

36. INVENTIONS

The Contractor is prohibited from obtaining any patent on any invention or other discovery resulting from Contractor's performance under the terms and conditions of this Agreement.

37. CONTINGENT FEE WARRANTY

The Contractor warrants that Contractor has not employed or retained any person or persons for the purpose of soliciting or securing this Agreement. The Contractor further warrants that Contractor has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon the award of making of this Agreement. For breach of one or both of the foregoing warranties, the Commonwealth and or Authorized User shall have the right to terminate this Agreement without liability, or, in its discretion, to deduct from the agreed fee, payment or consideration, or otherwise recover, the full amount of said prohibited fee, commission, percentage, brokerage fee, gift, or contingent fee.

38. ASSIGNMENTS

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Agreement shall not be assignable, in whole or in part, to any other party without the Department of Information Technology's (DIT's) written consent, and that any purported assignment or transfer without such consent shall be null and void. If any law limits the right of the parties to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be as follows. The Contractor shall give the DIT purchasing office prompt written notice of the assignment, signed by authorized representatives of both the Contractor and the assignee. This written notice shall be on DIT's "Assignment Notice / Payment Instruction" form and shall provide all information requested on that form. Copies of the form may be obtained from the Contracts Manager DIT. Upon DIT's acknowledgment of receipt of the properly executed form, the Assignee shall notify the Fiscal Officer, DIT of the assignment and shall supply the DIT Fiscal Officer with a copy of the properly executed form. Any payments made by DIT prior to receipt of such notification and form shall not be covered by this assignment.

In the event DIT receives any notice from a third party claiming to be an assignee of any rights of the Contractor under this Agreement, Contractor agrees that payment or other performance in respect of those rights shall not be due until at least thirty days after the DIT's receipt of the notice required by the above paragraph or receipt of a similarly executed notice confirming the absence or revocation of the purported assignment. The Acquisition Services Division (ASD) of DIT shall promptly notify the Contractor of any assignment notice it receives.

39. CONTRACTUAL DISPUTES

Contractual claims whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The public body will render its final decision in writing within 30 days after its receipt of Contractor's written claim.

A Contractor may not institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that Agency fails to render such decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia or Administrative Appeals Procedure Section 2.2-4365, Code of Virginia.

Any dispute, claim, or cause of action filed by Contractor (or any party making such claim on behalf of or under the rights of Contractor, his agents or any subcontractor) shall be governed by Sections 2.2-4363, 4364, 4365, Code of Virginia (1950), as amended, and any period of limitation set forth therein.

40. INVOICES

a. Invoices for Service delivered under this Agreement are payable within thirty (30) days after receipt. Invoices shall not include any costs other than those identified in the Order. Invoices shall provide as a minimum:

(1) Reference to the Order Number;
(2) Type and description of the services provided and date(s) delivered;
(3) Charge for each item; and,
(4) Contractor's Federal Identification Number (FIN).

b. In accordance with the Virginia Public Procurement Act, all payments not made within seven (7) days following the payment date provided above, will be subject to Section 2.2-4347 through Section 2.2-4348 of the Code of Virginia.

(1) This payment will be due, unless the equipment or software or service requested hereunder is received with a defect or the invoice is incorrect.

(2) The rate of interest shall accrue at the rate determined by the base rate on corporate loans (prime rate) at large United States money center commercial banks, and as reported in the publication entitled The Wall Street Journal. Whenever a split prime rate is published, the lower of the two rates is to be used. In no event, however, shall the rate of interest exceed the rate of interest established pursuant to Section 58.1-15 of the Code of Virginia.

c. Notwithstanding paragraphs 27.a and 27.b, no interest penalty shall be charged when payment is delayed because of disagreement between the Commonwealth and or Authorized User and the Contractor regarding the quantity, quality or time of delivery of the services delivered under this Agreement, or the accuracy of any invoice received for such service.

d. In all cases where payment is made by mail the date of postmark shall be deemed to be the date of payment.

e. The Contractor shall notify the Fiscal Officer of the Department of Information Technology (DIT) of all invoices which are in excess of thirty (30) days old.

41. COMMONWEALTH AND OR AUTHORIZED USER'S RIGHTS TO SOFTWARE AND DOCUMENTATION

All materials generated under an Order shall be considered work made for hire. The Commonwealth and or Authorized User shall have all rights, title and interest in or to all products, work plans, project reports, designs, programs, data bases and documentation developed or generated under this Agreement, including, without limitation, unlimited rights to use, duplicate, modify or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Contractor, from doing so. To the extent the Contractor may be deemed at any time to have any of the foregoing rights, the

Contractor agrees to irrevocably assign and does hereby irrevocably assign such rights to the Commonwealth and or Authorized User.

Contractor warrants that all documentation provided under an Order shall be of sufficient quality and detail to pass without objection in the trade and to enable outside parties and Commonwealth and or Authorized User staff to maintain or modify the materials generated hereunder. Such warranty shall extend beyond the date of final acceptance of materials generated hereunder for a period of one (1) year.

42. CONFIDENTIALITY OF INFORMATION

CONTRACTOR AGREES TO OBSERVE COMPLETE CONFIDENTIALITY WITH RESPECT TO ALL ASPECTS OF ANY CONFIDENTIAL INFORMATION, PROPRIETARY DATA AND/OR TRADE SECRETS AND ANY PARTS THEREOF, WHETHER SUCH CONTENTS ARE THE COMMONWEALTH AND OR AUTHORIZED USER'S OR OTHER MANUFACTURER, CONTRACTOR OR DISTRIBUTOR WHEREBY CONTRACTOR OR ANY CONTRACTOR'S PERSONNEL MAY GAIN ACCESS WHILE ENGAGED BY THE COMMONWEALTH AND OR AUTHORIZED USER OR WHILE ON COMMONWEALTH AND OR AUTHORIZED USER PREMISES. REVEALING, COPYING OR USING IN ANY MANNER WHATSOEVER ANY SUCH CONTENTS WHICH HAVE NOT BEEN AUTHORIZED BY THE COMMONWEALTH AND OR AUTHORIZED USER ARE STRICTLY PROHIBITED. THE RESTRICTIONS HEREIN SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON AND SHALL CONTINUE IN FULL FORCE AND EFFECT AND SHALL BE BINDING UPON THE CONTRACTOR, HIS AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS, SUBCONTRACTORS OR ANY PARTY CLAIMING AN INTEREST IN THIS AGREEMENT ON BEHALF OF OR UNDER THE RIGHTS OF CONTRACTOR FOLLOWING ANY TERMINATION. CONTRACTOR SHALL ADVISE ALL CONTRACTOR'S AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS AND SUBCONTRACTORS WHICH ARE ENGAGED BY THE COMMONWEALTH AND OR AUTHORIZED USER OF THE RESTRICTIONS, PRESENT AND CONTINUING, SET FORTH HEREIN. CONTRACTOR SHALL DEFEND AND INCUR ALL COSTS, IF ANY, FOR ACTIONS WHICH ARISE AS A RESULT OF NON-COMPLIANCE BY CONTRACTOR, HIS AGENTS, EMPLOYEES, SUCCESSORS, ASSIGNS AND SUBCONTRACTORS REGARDING THE RESTRICTIONS HEREIN.

43. THIRD PARTY BILLING

All goods or services provided under this Agreement, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public agency is being billed.

44. INTELLECTUAL PROPERTY RIGHTS

The Contractor hereby agrees that the rights granted as identified in this Agreement are irrevocable. Notwithstanding anything else in this Agreement by the Commonwealth and or Authorized User, the Contractor's remedy shall not include any right to rescind, terminate or otherwise revoke or invalidate the provisions of Section 41 of this Agreement. Similarly, no termination of this Agreement by the Commonwealth and or Authorized User shall have the effect of rescinding, terminating or otherwise invalidating the provisions of this Agreement.

45. COMPLIANCE WITH FEDERAL LOBBYING ACT

a. Contractor shall not, in connection with this Agreement, engage in any activity prohibited by 31 U.S.C.A. Section 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Agreement, including, without limitation, obtaining and delivering to the Commonwealth and or Authorized User all necessary certifications and disclosures.

b. Contractor is hereby advised that a significant percentage of the funds used to pay Contractor's invoices under this Agreement may be federal funds. Under no circumstances shall any provision of this Agreement be construed as requiring or requesting the Contractor to influence or attempt to influence any person identified in 31 U.S.C.A. Section 1352 (a) (1) in any matter.

c. A representative of Contractor shall sign the certification attached as Attachment "D" and deliver such certification to the Commonwealth and or Authorized User simultaneously with the execution and delivery of this Agreement. Contractor shall have the certification signed by a representative with knowledge of the facts and shall fulfill the promises of undertakings set forth in the certification.

46. PERIODIC PROGRESS REPORTS/INVOICES

For contracts requiring the submission of periodic contract performance progress reports or program status reports, the offeror will include a section on involvement of small businesses and businesses owned by women and minorities. This section will specify the actual dollars contracted to-date with such businesses, actual dollars expended to-date with such businesses and the total dollars planned to be contracted for with such businesses on this contract. This information shall be provided separately for small businesses, minority-owned businesses and women-owned businesses.

If the contract does not require the submission of periodic progress reports, the offeror will provide the above required information on actual involvement of small businesses and businesses owned by minorities and women as part of their periodic invoices.

47. FINAL ACTUAL INVOLVEMENT REPORT

The Contractor will submit, prior to completion or at completion of the contract and subject to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, minority-owned, women-owned) the total actual dollars spent on this contract, the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value. A suggested format is as follows:

FIRM NAME ADDRESS AND PHONE NUMBER	TYPE GOODS/ SERVICES	ACTUAL DOLLARS	PLANNED DOLLARS	% OF TOTAL CONTRACT
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Totals for Business Class		_____	_____	_____

48. CONTRACTOR'S REPORT OF SALES

The Contractor must report the quarterly dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this Contract by calendar quarter; i.e., January through March, April though June, July through September, and October through December. The dollar value of a sale is the price paid by the user for products and services on a Contract order as recorded by the Contractor. The reported Contract sales value must include the Industrial Funding Adjustment, as delineated in paragraph entitled "Industrial Funding Adjustment". The Contractor shall provide this report in hard copy to the Controller, DIT, and a copy of the report to the Contracts Manager, DIT, both within 30 days after the end of each quarterly reporting period as defined herein. The report must show each individual item and quantities purchased and the purchaser. The report is required to be hard copy. DIT may at a later time, agree to an electronic version of the report, however, in lieu of any express agreement by both parties as to the electronic format, the Commonwealth will only accept a hardcopy version. The Contractor shall define "sale" prior to the first reporting period and then shall maintain that definition through out the term of this Agreement. Sale may be defined as; 1) when the Commonwealth pays the purchase price, or 2) when the Commonwealth accepts the Products or 3) other as defined by the Contractor.

49. INDUSTRIAL FUNDING ADJUSTMENT

The Contractor must pay DIT, an Industrial Funding Adjustment (IFA). The Contractor must remit the IFA within 30 days after the end of each quarterly reporting period as established in the clause entitled "Contractor's Report of Sales". The IFA equals two percent (2%) of the total quarterly sales reported. Contractor shall remit the IFA together with a copy of the Contractor's Report of Sales as delineated in the paragraph herein entitled "Contractor's Report of Sales". The IFA reimburses the Commonwealth and defrays the costs for IT procurement and the administration of the subsequent awards. The IFA amount due must be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material. DIT may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DIT that validates agreement, then the payment shall be made by check as described herein made payable to the Controller, DIT.

If the full amount of the IFA is not paid within 30 calendar days after the end of the applicable reporting period, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the IFA in a timely manner may result in termination or cancellation of this Contract. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to make timely payment of the IFA constitutes sufficient cause for terminating this Contract for default.

It is the intent of the Commonwealth to capture 2% of all sales, including temporary reduced pricing, fire sales, one time sales, trade ins, promotional items that have been marked down and all sales to the Commonwealth under this Agreement.

50. **eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

Vendors are strongly encouraged to register prior to submitting a bid or offer. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

a. eVA Basic Vendor Registration Service: $25 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.

b. eVA Premium Vendor Registration Service: $200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

c. Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

eVA BUSINESS-TO-GOVERNMENT CONTRACTS: The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us , streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Failure to comply with the requirements in a. and b. below will be just cause for the Commonwealth to reject your bid/offer or terminate this contract for default.

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following:

a. Submit a fully executed American Management Systems, Inc., (AMS) Trading Partner Agreement, a copy of which can be accessed and downloaded from www.eva.state.va.us. AMS is the Commonwealth's service provider to implement and host the eVA e-procurement solution.

b. Provide an electronic catalog (price list) for items awarded under a term contract. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded from www.eva.state.va.us.

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.

CONTRACTOR		COMMONWEALTH OF VIRGINIA	
BY:	Dennis Cyphers	BY:	
NAME:	DENNIS CYPHERS	NAME:	Jeff Davis
TITLE:	MANAGING DIRECTOR	TITLE:	Contracts Manager
DATE:	MARCH 20, 2002	DATE:	

ATTACHMENT "C"

WORK ORDER

REFERENCE: Basic Ordering Agreement (BOA) between (see block #9 of IFB 2002-014R) hereinafter referred to as "Contractor", and the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State", or "DIT" (Department of Information Technology) and the Contractor's response to IFB 2002-014R are incorporated herein by reference as integral parts of this Work Order.

DATE OF ISSUANCE: See block #13 of IFB 2002-014R

OBJECTIVE: To provide Authorized Users with qualified project management and consulting services in connection with the Virginia Wireless E-911 Services Board and the DTP Public Safety Communications Division.

STATEMENT OF WORK The Contractor shall provide qualified personnel, as identified by the above referenced IFB 2002-014R to fill the positions of:

AS IDENTIFIED IN IFB 2002-014R

Expertise of Contractor's personnel shall be required in the disciplines listed in IFB 2002-014R

TYPE OF AGREEMENT: This Work Order is issued under the Time and Materials or Fixed Price provisions of the Basic Ordering Agreement referenced above.

ORDER OF PRECEDENCE: Any conflict between the Basic Ordering Agreement (BOA), Work Order, and IFB 2002-014R will be resolved in the following order of precedence:

1st: The Work Order (ATTACHMENT "C");

2nd: IFB 2002-014R

3rd: Basic Ordering Agreement,

4th: Related Orders issued hereunder.

AUTHORIZED USER POINTS OF CONTACTS	The individuals listed below are the Authorized User Points of Contact for requesting Contractor Services and coordinating Contractor work assignments

____See Block #7, Form 62_____

PROCEDURE FOR ORDERS:	The Authorized User shall be provided a written or telephonic request setting forth the tasks and/or required skills of the position(s). The Contractor, upon receipt of the request, shall Provide Authorized User with the resumes of Contractor's qualified and available personnel within seventy-two (72) hours from the date of the request. Authorized User shall review the qualifications of the individuals presented. Authorized User shall have the option to conduct personal interviews with the candidates presented by the Contractor. If Authorized User, in its sole discretion, determines that the individual(s) reviewed is/are acceptable, Authorized User shall either issue a Purchase Order or request the DIT Contracts Manager to issue a Task Order, hereinafter referred to as "Orders", for the specific individuals requested. Authorized User reserves the right to refuse any or all individuals presented by the Contractor.

Upon receipt of an Order, the Contractor shall have five (5) working days to countersign the Order and return it to Authorized User or the DIT Contracts Manager and cause the named individual to report to work on the date specified in the Order.

CONTRACTOR'S PERSONNEL ARE NOT AUTHORIZED TO COMMENCE WORK ON ANY ORDER ISSUED UNDER THIS CONTRACT, UNTIL THE CONTRACTOR HAS COUNTERSIGNED THE ORDER AND RETURNED IT TO ISSUING OFFICE. AND WORK PERFORMED BY THE CONTRACTOR PRIOR TO THE DATE MAY NOT BE BILLED AND/OR ACCEPTED BY AUTHORIZED USER'S FISCAL OFFICER.

In the event the specified individual fails to report at the time/date specified in the Order, the Contractor shall be considered to have breached the Work Order and the State may take such actions as are set forth in item entitled "BREACH" of Article V, Mandatory Terms and Conditions, of the BOA.

The use of subcontractor personnel is authorized as identified herein, IFB 2002-014R.

In the event none of the personnel submitted by Contractor are deemed, at Authorized User's sole discretion, to be fully qualified by Authorized User, then Authorized User may obtain the required services from other sources in compliance with the Virginia Public Procurement Act.

PAYMENT OF INVOICES: All invoices shall be submitted in accordance with Article IV of the BOA. The Contractor will provide DTP on behalf of the Authorized User with an itemized invoice setting forth the specific tasks on which work was accomplished, the number of fully burdened hours expended, and the individual's name and rate against which the invoice is submitted. Fractions of fully burdened hours worked shall be pro-rated at that individual's hourly rate. Upon execution by both parties of a mutually agreed to Order, invoices may be submitted on a monthly basis, in arrears, for work expended and shall be approved by Authorized User's Project Officer and Authorized User's Fiscal Officer prior to payment.

AUTHORIZED USER RESERVES THE RIGHT TO REFUSE PAYMENT FOR HOURS EXPENDED THAT WERE NOT FULLY BURDENED AND FOR HOURS EXPENDED ON WORK WHICH IS SUBSEQUENTLY DETERMINED BY AUTHORIZED USER TO BE UNACCEPTABLE.

In the event Contractor's personnel are required by Authorized User to travel away from Authorized User's central facility to perform related tasks, Authorized User shall reimburse Contractor for actual out-of-pocket expenses which are reasonable and judicious in accordance with the latest published version of Department of Accounts' Lodging guidelines. Such reimbursement shall not exceed the rates set forth below:

Contractor Furnished Transportation.$.27 per mile

Meals and Lodging.....$136.00 per day
Authorized User shall not incur additional costs under any circumstances whatsoever.

STATE'S RIGHT TO COMPUTER SOFTWARE AND DOCUMENTATION:

The Commonwealth of Virginia shall have unlimited rights (Title) to specific software, including source code, and all documentation developed or generated under this Contract. Unlimited rights shall mean the right to use in whole or in part, in any manner or for any purpose whatsoever, and to have or permit others to do so.

REPORTING: Contractor shall provide a monthly report to the Authorized User's Project Officer and to DPT with other billing information setting forth the total number of hours invoiced each month and the total dollar value of services provided. This report shall be provided as of the end of each calendar month and shall be cumulative. Additionally, a copy of this report shall be provided at the same time to the DIT Contracts Manager, 110 S. 7th Street, Richmond Plaza Building (Lobby Floor), Richmond, VA 23219. The State shall not incur any costs for the preparation of or the providing of such reports.

HOURS OF OPERATION: Normal hours of operation will be from 8 a.m. to 5 p.m., Monday through Friday (State holidays excluded); however, Contractor's personnel may be required to work additional hours and weekends when required to meet Authorized User project related requirements and/or suspense dates. When additional hours are required Authorized User's Project Officer will provide sufficient advance notice for proper planning. In no event shall the billing rate for hours expended outside the normal hours of operation exceed the hourly rate set forth in this Work Order.

RESOURCE COMMITMENT: Contractor shall specifically commit, and shall make available at the date(s) specified, the NAMED individual(s) identified in each Order.

TERMINATION: The Contractor agrees not to remove any personnel assigned under an Order without the approval of the Authorized User Project Officer.

In the event the individual(s) assigned to a task become unavailable, either through reemployment or sickness, or unable to perform at an acceptable level, the Contractor agrees to provide a qualified replacement. If the replacement offered is unacceptable to Authorized User, the Order may be terminated, or at the sole option of Authorized User, allotted to other individuals under a new or existing Order. Replacement personnel may also be acquired from a third party Contractor.

Should any Contractor's personnel be removed due to sickness, reemployment, or for nonperformance of assigned tasks, the replacement will perform his/her duties for a period of ten (10) working days at no cost to Authorized User. This period of time is provided for the individual to become familiar with Authorized User's program(s) and his/her relationship to the Overall system.

BILLING The billing rates listed in the Schedule of IFB 2002-014R are approved for the positions listed below:

AS DELINEATED IN IFB 2002-014R

PRICE INCREASES: Contractor will provide services as defined in this Contract for a period not to exceed five (5) years. Such services shall be provided in accordance with the Contractor's price set forth in the Schedule, for a period of two (2) years. Increases for additional periods shall, be at the sole discretion of the Commonwealth, and if accepted, be effective on each anniversary date for each succeeding year. All price increases will be governed by Employment Cost Index of the US Bureau of Labor Statistics for the latest twelve months for which statistics are available, as denoted in the latest news release of the National Compensation Survey Employment Cost Trends (ECT) section, Table 3, entitled "Employment Cost Index for total compensation for private

industry workers, by industry and occupational group," under "Occupational group," in the category "Administrative Support, including clerical." Increases shall not exceed the above index's most recent percentage available to the Commonwealth as published by the Bureau of Labor Statistic's at their website http://stats.bls.gov/news.release/eci.t03.htm, or by telephone at 202-691-5200. If prices for the services remain the same or decrease for succeeding years, the State shall be afforded the opportunity to renew the services at the lowest available price available to any other Authorized User.

TERM: This Work Order will automatically terminate two years after award. However, the Commonwealth at its sole option, reserves the right to extend this Work Order for three additional one year periods. The Contractor will be given thirty days advance written notice of the Commonwealth's requirement to extend this Work Order.

THE CONTRACTOR AND THE COMMONWEALTH BY THEIR EXECUTION OF THIS AGREEMENT ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS WORK ORDER, IFB 2002-014R.

ATTACHMENT "D"
TO
IFB 2002-014R

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Dennis Cyphers

Printed Name: Dennis Cyphers

Organization: MAST International

Date: March 20. 2002

ATTACHMENT "E"

SAMPLE TASK ORDER

TASK ORDER #01-___

APR # _____ DATE _____, 200_

CONTRACTOR	USING AGENCY
_____	_____
_____	_____
_____	_____

PERSONNEL NAME	HOURLY T&M RATE	CATEGORY	REPORTING RATE_	DATE___	APPROXIMATE COMPLETION DATE

PROGRAM IDENTIFICATION	PROJECT OFFICER	TOTAL NOT TO EXCEED COST TASK ORDER #_ _

Name:
Phone:

By signing and returning this order the Contractor agrees that the terms and conditions of the Basic Ordering Agreement (BOA) between Contractor and the Commonwealth of Virginia dated _____, 200_ and Work Order VA-00XXXX-_____ apply to this tasking.

CONTRACTOR	AUTHORIZED USER
By: _____	By: _____
Name: _____	Name: _____
Title:	Title:
Date:	Date:

Attachment (Responses)

11. VENDOR'S RESPONSES to this bid shall include the following information as an attachment:

    a. Company name, contact person, address, city, state, zip code and telephone number, facsimile number, e-mail address, and firm's web site.

       Company name: MAST International
       Contact person: Dennis Cyphers, Managing Director
       Address: P. O. Box 1054
       City: Chester
       State: Virginia
       Zip Code: 23831
       Telephone number: 804-647-2432
       Facsimile number: 804-796-4710
       E-mail address: MASTTRNG@aol.com
       Firm's web site: Under Construction

    b. Provide the identity of any parent corporation;

       N/A

    c. Provide the identity of any subsidiaries if appropriate;

       N/A

    d. Provide the identity of any sub-contractors to be used on this project.

       N/A

    e. Describe the company's experience in the government sector and industry.

       MAST International's staff has over 50 years of experience in the government sector at the local, state and federal levels. This experience includes the development, implementation, and management of programs and projects to improve the operational effectiveness and efficiency of agencies including the development and delivery of training programs for personnel.

       In the private sector MAST International has considerable experience in the business development area to include management and supervision assessment, network administration and installation, purchasing, and security development and implementation for physical and informational environments.

12. N/A

13. Chief W. P. Terry, Jr. Radford Department of Police, (540) 731-3625

    Capt. Charlie Harris, Radford Department of Police, (540) 731-3655

    Chief R.W. Simpson, (Retired) Wilmington, North Carolina (number avail. on request)

Attachment (Responses continued)

14. In addition, Mr. Cyphers has directly been responsible for managing and coordinating the implementation of 911 services for a combined City-County jurisdiction in 1981 in North Carolina and is currently providing project direction consultation to the City of Radford Virginia for implementation of a computer network, CAD/Records system, and E911 facilities and equipment to comply with State mandates. This has included the development of funding proposals for personnel, equipment, interfacing with vendors providing products and services, end-users at all levels within the agencies, elected officials, training development/implementation, Work Breakdown Structures/Schedules and, project management reporting and administration.
15. MAST International will comply.
16. MAST International will comply.
17. N/A
18. MAST International will comply.
19. MAST International will comply.
20. MAST International will comply.
21. MAST International will comply.
22. MAST International understands and will comply Section 22A & 22B.
23. MAST International has included a stamped and self-addressed envelope.
24. MAST International will comply.
25. MAST International has complied.

Dennis Cyphers

P.O. Box 1054
Chester, Virginia 23831
(804) 647-2432

Dennis W. Cyphers is the Managing Director and Owner of ***MAST International, INC.*** He has over 25 years of law enforcement experience with Federal, State and Local agencies. He attended Temple University, the University of North Carolina and Northwestern University where he majored in accounting, business law, computer science and management respectively. In addition he has received over 3,000 hours of specialized law enforcement training which included risk management and threat analysis. He has been a certified instructor for the State of California, the State of Maryland, the State of Minnesota, the State of Missouri, the State of New Mexico, the State of North Carolina and the Commonwealth of Virginia. He additionally has been certified to instruct by the University of Minnesota and the North Carolina College System. He has served as a consultant to the International Association of Chiefs of Police, the U.S. Border Patrol, senior consultant for the Rowan-Cabarrus Community College of the North Carolina Community College System and management consultant for Freightliner, LLC a division of Daimler-Chrysler in North America.

His experience in law enforcement has included assignments in supervisory and management capacities in all phases of law enforcement. This has included patrol, criminal investigations, support services and administration. He has written and had funded federal grant proposals, developed personnel training programs, developed and implemented automated information systems, written policy and procedure manuals, developed public information programs, developed crime prevention programs, developed and implemented multi-agency intelligence procedures for the gathering and dissemination of sensitive information. He has additionally been responsible for the development, appropriation and accountability for budgets exceeding 2 million dollars and the development and implementation of tactical and strategic operations to improve the effectiveness and efficiency of overall service delivery for both private and public organizations.

His security experience includes supervisory and management assignments in both the public and private sectors. He has directed and controlled security operations which included the recruitment and training of security personnel, executive and dignitary protection, physical security design and implementation of security procedures for facilities and the development and implementation of risk management and threat analysis planning for both personal and facility security.

His experience includes the development, implementation, and management of programs and projects to improve the operational effectiveness and efficiency of agencies. In addition, Mr. Cyphers has directly been responsible for managing and coordinating the implementation of 911 services for a combined City-County jurisdiction in 1981 in North Carolina and is currently providing project direction consultation to the City of Radford Virginia for implementation of a computer network, CAD/Records system, and E911 facilities and equipment. This has included the development of funding proposals for personnel, equipment, interfacing with vendors providing products and services, end-users at all levels within the agencies, elected officials, training development/implementation, Work Breakdown Structures/Schedules, project management reporting and administration.

James W. Nicol
7416 Trailing Rock Road
Prince George, VA 23875
jimnicol@hotmail.com

Experience:

MAST International

Network Integrator **February 1, 2000 to** Present

Designed and Managed WAN/LAN networking solution for bank. Network comprised of MS Windows2000 servers supporting windows based terminals (thin client) and pcs running banking application software from IBM AS/400 routed over ISDN BRI data links using Cisco routers. Notable accomplishments include: Project finished within budget projections, rolled out Window2000 enterprise supporting windows based terminals using RDPv5. Implemented internet mail service on Exchange 5.5. Successful migration of all legacy applications.

James River Bankshares Suffolk, Virginia

Network Administrator **March 1996** to February 2000

Provided network support for 300 node network with 35 NT4.0 Servers and 33 Cisco routers. Provided technology related advice to corporate management. Installed and upgraded all pc's and peripherals. Trained users and managed the operation of helpdesk support for all OS and software applications. Supported systems included MS-DOS 6.22, Win9x, NT3.51-4.0, MS Mail, Exchange Server, Office97 with Outlook 98 client, Banking software. Notable projects included: DHCP and WINS across the domain. Migration of 5 Microsoft mail servers and approx. 250 clients to Exchange Server. Rolled out enterprise virus protection. Designed Corporate Intranet, Managed the addition of 6 new branches and a new Corporate Headquarters. Managed all telco data related infrastructure. Upgraded domain from NT3.51 to NT4.0.

First Chesapeake Financial Corporation Richmond, Virginia

Mortgage Loan Auditor January 1994 to March 1996

Assisted chief auditor in creating Quality Assurance Policy for Correspondent Lending Program. Reviewed and approved correspondent tender and appraiser applications. Provided post closing audit of random and adverse sampled mortgage loans. Provided proactive preclosing audit of B&C credit grade originations. Extensive use of computers based applications.

Education:

CCNA Certificate #CSCO10280173

MCSE candidate 17 years experience using computers.

Virginia Commonwealth University Richmond, Virginia
Undergraduate degree course work. GPA 3.67/4.0 60 credit hours transferred from Campbell University to VCU

Clarence E. Ogburn

252 Gladys Lane
La Crosse, Virginia 23950

EXPERIENCE

1998 - PRESENT **DIRECTOR OF OPERATIONS**

Daily and strategic planning of operations dealing in law enforcement environment. Develop and implement training procedures and manuals for personnel involved in community policing, arrest procedures, testifying in court, retail loss prevention, special surveillance. Quality assurance officer for civilian and law enforcement clients.

1997 - PRESENT **SECURITY CONSULTANT**

Provide guidance and instruction to civilian and public and private sector agencies involved in law enforcement. Site surveys, executive protection, intelligence gathering, crisis management, defensive driving, surveillance details, and other ad hoc duties.

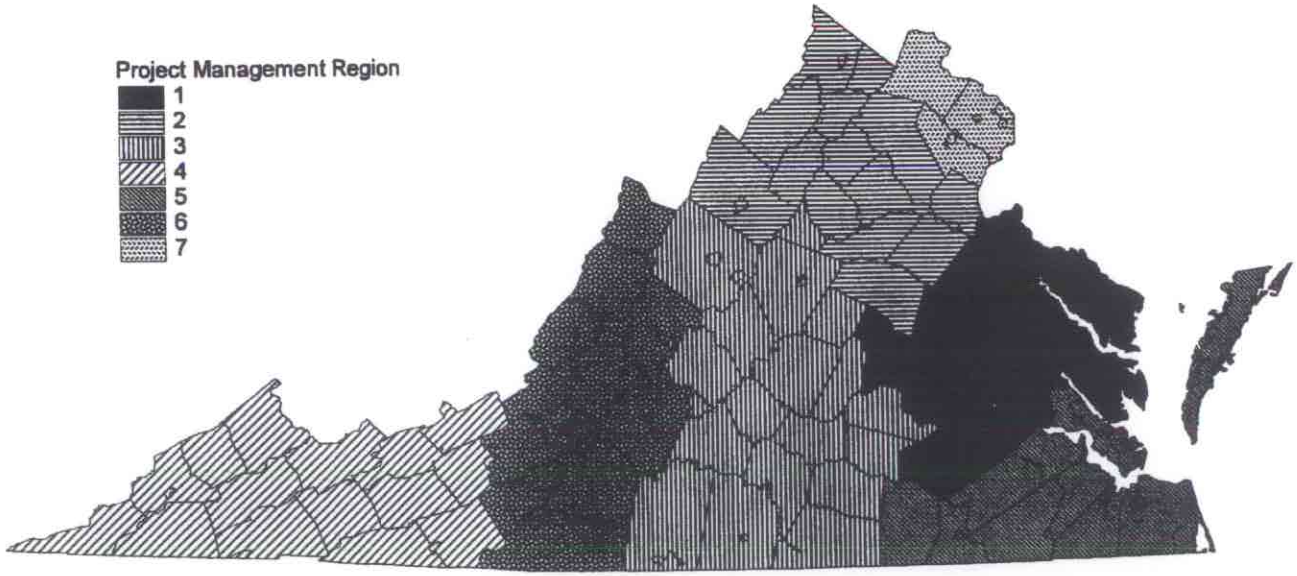
1995-1997 **PRE-TRIAL INVESTIGATOR/CASE MANAGER**

Performed those duties of state correctional officer actively involved with inmate security which included supervision and instructional duties. Appointed by Court as investigator charged with performing background investigations and monitoring of adjudicated offenders. Duties included drug testing, home monitoring, sentence compliance, case management, and daily liaison with law enforcement personnel.

1974-1995 **MILITARY LIAISON ASSIGNED TO FEDERAL AGENCIES**

Worldwide deployment with liaison duties involving foreign military, police and civilian intelligence agencies. Developed and implemented training syllabus for intelligence operations, hostage negotiation, crisis management, technical intelligence. Operational and managerial control and direction of liaison units. Advised foreign heads of state on terrorism and narcotics activities and issues.

SPECIAL SKILLS Spanish/Portuguese fluency, firearms instructor, emergency vehicle operation instructor, intelligence operations.



Wireless E-911	✓	✓	✓	✓	✓	✓	
Wireline E-911	✓	✓	✓	✓	✓	✓	
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