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MODIFICATION # 1
TO
CONTRACT NUMBER VA-00920-ACSG
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
ACS GOVERNMENT SOLUTIONS GROUP, INC.

This MODIFICATION #1 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth", ACS Government Solutions Group, Inc., hereinafter referred to as "Contractor", or "ACS". This Modification #1 is hereby incorporated into and made an integral part of the Agreement, VA-00920-ACSG

Both above referenced parties agree to remove Total Cost of Ownership (TCO) Services from Contract VA-000920-ACSG. This Modification effectively removes all Contractor provided TCO Services and the corresponding respective pricing associated with those Services from the subject Contract. Further the Commonwealth recognizes that the Prime Contractor, ACS, and the sub-contractor, Harris Technical Services, relationship is hereby severed for the sole reasoning that Harris Technical Services is represented on Contractor's original proposal as solely for the purposes of providing TCO Services. Contractor hereby represents and warrants that Harris Technical Services is no longer a subcontractor of subject Contract.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-000920-ACSG and cannot be modified, except by a writing signed by duly authorized representatives of both parties.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

ACS GOVERNMENT SOLUTIONS GROUP INC.

BY: [signature]
NAME: John Tiffore
TITLE: Director of Contracts
DATE: 12/20/00

COMMONWEALTH OF VIRGINIA

BY: [signature]
NAME: Jeff Davis
TITLE: Contracts Manager
DATE: 12-15-00

MASTER CONTRACT
VA-000920-ACSG
BETWEEN
THE COMMONWEALTH OF VIRGINIA
AND
ACS GOVERNMENT SOLUTIONS GROUP, INC.

1 SCOPE OF AGREEMENT

This is an agreement (the "Agreement" or "Contract") between the Commonwealth of Virginia hereinafter referred to as "Commonwealth", "State", or "DIT"(Department of Information Technology) and ACS Government Solutions Group, Inc., (the "Contractor"), a Maryland corporation having its principal place of business at One Curie Court, Rockville, Maryland, 20850 for the purchase of **Services** (Seat Management Services, "SMS").

This Master Agreement may be used by any state agency, institution of higher education, locality or political subdivision as defined in the Code of Virginia, local school division or other public body of the Commonwealth ("authorized users"). Each authorized user will be solely responsible for any obligations in connection with orders placed by that authorized user. IN NO EVENT SHALL THE COMMONWEALTH OF VIRGINIA OR DIT HAVE ANY FINANCIAL RESPONSIBILITY FOR THE CONTRACTUAL OBLIGATIONS OF THE USERS (AS DEFINED ABOVE) UNDER THIS MASTER CONTRACT.

This Master Agreement may not be used by students. It is the intent of both parties to aggressively pursue a subsequent agreement wherein students' rights and Contractor's provisions are further defined. It is intended that this subsequent agreement shall be an addendum to this Master Agreement. However this paragraph shall not be construed to require an agreement be reached or limit in any way the freedom of either party to determine the contractual content satisfactory to such party.

The Contractor's pricing as listed in Attachment A, hereto is NOT TO EXCEED PRICING. During the initial term and all renewals periods of this Master Agreement, the pricing shall not exceed the pricing as delineated in Attachment A. It is the intent of Attachment A to be dynamic and flexible so as to allow the Contractor to change prices according to the procedure as identified in Attachment A, and herein but at no time during the term will the prices exceed the prices as listed in Attachment A as of the date of execution on this Agreement for each configuration as delineated in the SMS COV Standards. This Agreement is effective September 20, 2000.

It is the intent of the parties that Attachment A or any other portion of the Agreement may be posted on the Contractor's web site and or the Commonwealth's web site. The Contractor may, from time to time and in accordance with this Agreement, use the web site as an opportunity to enhance its procedures or post additional information, or to identify updated pricing. These undertakings by the Contractor would be considered in every instance, more favorable to the Commonwealth. ANY CHANGES TO THE CONTRACTOR'S WEB SITE DO NOT CONSTITUE A CHANGE TO THE AGREEMENT.

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2 PURCHASE OPTION

In the event of termination for default, the Commonwealth may at its discretion purchase the Assets in place. The costs to the Commonwealth for the purchase can be calculated as defined in Attachment A, (The Administrative Procedures Manual). The purchase shall be for hardware, or equipment only and does not include Services or Software. Subsequent to the Commonwealth's purchase, all contractual obligations for that SEAT are terminated by both parties.

3 AUTHORIZED REPRESENTATIVES

This Contract may be modified in accordance with Section 11-55 of the Code of Virginia. The only representatives authorized to modify this Agreement on behalf of the Commonwealth and the Contractor are shown below.

CONTRACTOR	**COMMONWEALTH OF VIRGINIA**
_____	Contracts Manager
_____	Dept. of Information Technology
_____	Richmond Plaza Bldg., Lobby Level
_____	110 South 7th Street
_____	Richmond, VA 23219

4. ACCEPTANCE, TESTING AND COMPLIANCE WITH SPECIFICATIONS

To qualify for acceptance, all Services identified by a specific Order must concurrently perform in accordance with the technical specifications and functional descriptions, as contained or referenced in this Agreement, at an average effectiveness level of 95% or more, calculated over a period of 48 hours. Authoriaed users shall not pay any charges, either beforehand or retroactively, associated with the Contractor's requirement to achieve this performance level. If the Services do not meet the standard of performance during the 48 hour test, the acceptance period may continue on a day to day basis until all Services, comprising the Order, concurrently meet the 95% System Availability level, or authorized user may not accept the Contractor's Services identified by the Order, and the Order shall automatically terminate at no cost to the Commonwealth. In the absence of any correspondence from the Commonwealth that identifies non-conformance, the Contractor shall determine the Services, accepted by the Commonwealth.

Should it be necessary, the Commonwealth may delay the start of any individual acceptance test, but such a delay shall not exceed thirty consecutive days.

5. SITE AVAILABILITY and DELIVERY

The Commonwealth shall have the site or location ready for the Services to be installed at the time of delivery as identified in the Order. Should the Commonwealth not have the site available for Services at the agreed to date, then the Commonwealth entity may be charged a fee equal to the

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amount of expenses incurred by the Contractor as identified in this Agreement, for the attempted delivery.

Any equipment, materials, shall be delivered to the Commonwealth location FOB destination. Contractor shall arrange for delivery of the Services (equipment, hardware, or other), to the Commonwealth premises on the dates agreed to by both parities. The Commonwealth will not be financially obligated or responsible for any equipment, hardware, or other while stored on the Commonwealth property, until such is installed and considered Services.

Contractor's authorized representatives shall have access to Commonwealth's location during normal business hours in accordance with all security procedures for that specific location and as may be identified herein.

6. FIELD MODIFICATIONS AND OR ENGINEERING CHANGES

During the term of this Agreement, Contractor agrees to keep the Services provided hereunder at the latest OEM sponsored modifications and or engineering change. Such upgrades shall be made as soon as practical after the notification and or engineering change is announced by the OEM to the public, but in no event shall the modification and or engineering change be installed by Contractor later than thirty days after such notification. There shall be no charge to authorized user for any such modification and or engineering change. Notwithstanding the above, such changes shall be made at mutually agreeable times which will not impact the user's business operations.

7. MAINTENANCE

During the term of this Agreement, Contractor agrees to provide all labor, parts and travel necessary to maintain the Services at a Systems Availability level of 95% uptime. The Contractor shall provide on-site maintenance service for all equipment, in either of two Service Levels:

1. Service Level 1; Contractor acknowledges call within one (1) hour of receipt and problem is corrected within 24 hours of initial call. This correction may involve total or partial replacement of Asset or or component/s as necessary.

2. Service Level 2; Contractor acknowledges call within one half (1/2) hour of receipt and problem is corrected within 4 hours of initial call. This correction may involve total or partial replacement of Asset or component/s as necessary.

8. LIQUIDATED DAMAGES

The parties recognize that if delivery of the Services identified in the Agreement are not accomplished within the time limits above, authorized user's damages will be difficult to quantify. Therefore, if the Services are not ready for acceptance testing within 24 hours, after the Contractor agreed to delivery and install date, the parties agree that Contractor shall pay daily liquidated damages that would equal the costs the Commonwealth would have paid for the Services for each day the Services are not installed.

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9. INCREASE IN FEES

All fees for Services are due monthly in arrears. There are no additional fees authorized by this Agreement and Contractor shall invoice only for those fees set forth in this Agreement or any executed Delivery Order or Purchase Order referencing this Agreement. After 12 months form Contract execution and annually thereafter, the Contractor may request an increase in labor rates or other "intangibles" associated with this Agreement in accordance with the CPI-W index entitled "Other Services". The percentage increase shall not exceed the above index's most recent percentage available to the Commonwealth as published by the Bureau of Labor Statistics' Philadelphia Office. If such prices remain the same or decrease for succeeding years, DIT shall be afforded the opportunity to renew the Services identified in this Agreement at the lowest price available to other customers.

10. CREDITS

Any credits due the Commonwealth under the terms of this Agreement may be applied against Contractor's invoices to the applicable agency with appropriate information attached.

11. TITLE

In the event of default, wherein equipment is purchased, Title shall pass to the Commonwealth when all agreed to monies have been paid by the Commonwealth.

12 SUPPLIES

Authorized charges do not include operational supplies (e.g., paper, tape, etc.) unless such supplies are specifically identified herein. All supplies used by the State shall conform to the Contractor's published specifications provided to State at time of equipment installation. The State reserves the right to acquire such supplies from any contractor of its choice.

13. EQUIPMENT REPLACEMENT

In the event that the Asset, or component thereof, furnished under this agreement experiences continual maintenance downtime, and as a result is inoperative in excess of 5% of total time available for daily service (e.g., 45 hours per week, 180 hours per month, 5% = 9 hours per month) for three consecutive calendar months, the State reserves the right to require the Contractor to replace the Asset or component at no cost to the State. The replacement shall be installed no later than five (5) days after the State requests the Contractor to provide a replacement.

14. RESTRICTIONS ON USE OF ASSET/S

The Commonwealth shall:

a. keep the Asset/s free and clear of all claims, liens and encumbrances.

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and

b. not use the Asset/s in any manner or for any purpose for which the Asset/s is not designed or reasonably suited

and

c. shall not permit any physical alteration of the Asset/s without the prior written consent of the Contractor.

and

d. shall not affix, attach or install any accessory, equipment or device in connection with the Asset/s that might interfere with the operational capacity of the Asset/s. All repairs, parts, supplies, accessories, equipment and devices affixed to the Asset/s shall be deemed accessions to the Assets/s, and unless such accessories can be removed without damaging the Asset/s or interfering with its operation capacity, they shall become the property of the Contractor, provided, however, that Contractor may, at its option, have the Asset/s restored to its original configuration and condition (ordinary wear and tear expected) at Commonwealth's expense upon termination of this Agreement

and

e. shall not affix the Asset/s to any real estate in such a way that it may be deemed a fixture thereto

and

f. shall not remove the Asset/s from the designated Commonwealth Premises without the prior written consent of Contractor, except in the event of an emergency or in such cases that such Asset/s are designed for portability.

15. OWNERSHIP OF ASSET/S

During the terms of this Agreement, or any extension thereof, the Asset/s shall at all times, be and remain the sole and exclusive property of the Contractor or its assign, subject to the Parties' right under any applicable software license agreement. Commonwealth shall have no right, title or interest in the Asset/s. The Commonwealth agrees to allow Contractor to execute Uniform Commercial Code financing statements evidencing the interests of Contractor or its assign in any Schedule or any amounts due thereunder or the Asset/s.

16. CONTRACTOR ACCESS TO COMMONWEALTH LOCATION/S

Commonwealth shall grant to Contractor personnel such access to the Commonwealth location as may be necessary or appropriate for Contractor to perform its obligations under this Agreement, subject to all security issues. For any individual Commonwealth location, the Contractor may be required to undergo additional security procedures that may include but not be limited to; records verification, submission of photos and or fingerprints, etc. The Contractor may at any time, for any Commonwealth location, be required to undertake the execution and completion for each individual employee, the requirement of the submission of additional forms that the Commonwealth would consider reasonable for security measures. These forms may include the individual employee's agreement that all Commonwealth information that is garnered while at the Commonwealth site is confidential and proprietary. Any unauthorized release of proprietary information by the Contractor or Contractor's employees shall constitute a breach of this Agreement.

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17 MOVEMENT OF EQUIPMENT

All equipment relocations shall be performed by the Contractor.

18 ETHICS IN PUBLIC CONTRACTING

By submitting their proposals, offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor in connection with their proposal, 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.

19 NON-APPROPRIATION

All payment obligations under this Agreement are subject to appropriated funds being available for expenditure for that purpose. The Commonwealth shall promptly notify the Contractor of any action denying such funding. In such event, any outstanding Orders shall be canceled without further obligation to the extent the affected Products or Services have not yet been duly delivered and accepted.

If any purchases are to be supported by federal funding, and such funding is not made available, the Commonwealth may terminate the Order for goods or services dependent on such Federal funds without further obligation.

20 GOVERNING LAW

This Agreement shall be deemed executed in Richmond, Virginia. This Agreement and any disputes arising under it shall be governed by the laws of the Commonwealth of Virginia. Any litigation arising in connection with this Agreement shall be brought in the courts of the Commonwealth of Virginia. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.

21 INTERPRETATION OF AGREEMENT

As used in this Agreement, "software" and "software product" shall include all related materials and documentation, whether in machine-readable or printed form.

Headings are for reference purposes only and shall not be considered in construing this Agreement. The documents comprising this Agreement, and their order of precedence in case of conflict, are: (1) Contractor's second (revised) cost proposal dated August 17, 2000 in response to the Commonwealth's RFP 2000-15 dated February 8, 2000; (2) this document, consisting of Terms and Conditions labeled 1 thorough 55, Attachment A, entitled Administrative Procedures Manual, Attachment B, entitled Lobbying Certificate, Appendix 1, entitled SMS COV Standards, and Appendix 2, entitled Cost Ratio, (3) the specific sections of the Contractor's proposal dated April 26, 2000 in response to the following specific sections of the Commonwealth's RRP 2000-15 dated

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February 8, 2000, sections: V entitled Statement of Needs, VIII entitled Reporting and Deliverables,; and IX entitled Small, Women-Owned and Minority Business Participation (4) the corresponding sections of the Commonwealth's RFP 2000-15 dated February 8, 2000; (5) all executed Orders and Attachments referencing this Agreement;. The foregoing documents represent the complete and final agreement of the parties with respect to the subject matter of this Agreement.

If any term or condition of this Agreement is found to be illegal or unenforceable, it shall be severed, and the validity of the remaining terms and conditions shall not be affected.

Nothing in this Agreement shall be construed as an express or implied waiver of the Commonwealth's sovereign or Eleventh Amendment immunity, or as a pledge of its full faith and credit.

22 ANTI-DISCRIMINATION

By submitting their proposals, offerors 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 Sections 11-51 of the Virginia Public Procurement Act.

1. During the performance of this Agreement, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities except where religion, sex or national origin 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 non-discrimination clause.

b. 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.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

2. The Contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

23 IMMIGRATION REFORM AND CONTROL ACT OF 1986

By Submitting their proposals, offerors 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.

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24 DEBARMENT STATUS

By submitting their proposals, offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contract 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.

25 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 antirust 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.

26 PRIME CONTRACTOR RESPONSIBILITY

If the Contractor's proposal includes any goods or services to be supplied by another party, the Contractor agrees as follows:

a. The Contractor shall act as prime contractor for the procurement and maintenance of all the Assets and Services delivered hereunder and shall be the sole point of contact with regard to all obligations under this Agreement.

b. The Contractor hereby represents and warrants that the Contractor has made such other party aware of the proposed use and disposition of the other party's Assets or Services, and that such other party has agreed in writing that it has no objection thereto.

27 CONTRACTUAL DISPUTES

In accordance with Section 11-69 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The contractor may not invoke any available administrative procedure under Section 11-71 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 11-70, Code of Virginia or the administrative procedure authorized by Section 11-71, Code of Virginia.

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The Department of Information Technology, Commonwealth, or other authorized user, their officers, agents and employees, including, without limitation, the Contracts Manager DIT, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the goods or services identified in Attachment "A" to this Agreement or on the subsequent Order in question and will not be joined as a party to any dispute that may arise thereunder.

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

28 INVOICES

All invoices shall be rendered promptly after all Services covered by the invoice have been accepted. All payments for Services shall be monthly in arrears. No invoice may include any costs other than those identified in the executed Order or Attachment referencing this Agreement. Without limiting the foregoing, all shipping costs are the Contractor's responsibility. Invoices shall provide at a minimum:

1 Type and description of the Service;

2. Serial number, if any;
3. Charge for each item, and;
4. This Agreement Number and the individual Order Number referencing this Agreement;
5. Contractor's Federal Identification Number (FIN);

Payment for Services of less than one month's duration shall be prorated at 1/30th of the basic monthly charges for each calendar day.

29 PROMPT PAYMENT

Payment shall be due within thirty (30) days after (1) acceptance of all Assets or Services, (2) receipt of a correct invoice for such payment, and (3) when applicable, receipt of the payment instruction form referenced in the Section entitled ("Assignments"), whichever is latest. Where payment is made by mail, the date of postmark shall be deemed to be the date of payment. Any amounts due the Commonwealth under the terms of this Agreement may be applied against Contractor's invoices with appropriate information attached.

In accordance with the Virginia Public Procurement Act, all proper charges for which payment is more than seven (7) days overdue shall accrue interest as provided in Sections 11-62.1 through 11-62.9 of the Code of Virginia. The rate of interest shall be determined in accordance with Section 11-62.5 of the Code of Virginia. In no event shall any interest penalty accrue, however, when payment is delayed because of a disagreement between the Commonwealth and the Contractor regarding the quantity, quality or time of delivery of any Asset or Service or the accuracy or correctness of any invoice. The Contractor shall notify the Controller, or appropriate fiscal officer

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of the affected agency, institution, locality or individual user of all invoices that are in excess of thirty (30) days old.

30 PAYMENTS TO SUBCONTRACTORS

In accordance with Section 11-62.11 of the Code of Virginia, within seven days after receipt of amounts paid to the Contractor by the Commonwealth for work performed by a subcontractor, the Contractor shall

a. pay the subcontractor for the proportionate share of the total payment received from the agency attributable to the work performed by the subcontractor, or

b. notify the agency and subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The contractor shall pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven days following receipt by the Contractor of payment from the Commonwealth for work performed by the subcontractor, except for amounts withheld as allowed in (b) above. The Contractor shall provide its federal employer identification number (or social security number, if Contractor is an individual) to the Commonwealth as required by Section 11-62.11(2) of the Code of Virginia. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to be subject to the same payment and interest requirements with respect to each lower-tier subcontractor. Nothing in this paragraph shall be construed as creating any obligation on the part of the Commonwealth or as authorizing any additional charge to the Commonwealth.

31 THIRD PARTY BILLING

All Assets or Services provided under this Contract, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, or such lessor price as agreed upon between the parties, regardless of which public agency or individual user is being billed.

32 BREACH

The Contractor shall be deemed in breach of this Agreement if the Contractor (a) fails to make any Product or Service ready for acceptance testing by the specified delivery date; (b) repeatedly fails to respond to requests for maintenance or other required service within the time limits set forth in this Agreement; (c) fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or (d) fails to provide a written response to the Commonwealth's Show Cause Notice within ten days after receiving same.

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The Contractor shall not be in breach of this Agreement if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for deinstallation and return of Products shall be borne by the Contractor. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

33 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 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 "B" and deliver such certification to the Commonwealth 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.

34. QUALIFICATIONS OF OFFERORS:

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

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35 TAXES - FEDERAL, STATE AND LOCAL

The Commonwealth is exempt from Federal excise tax and from all State and local taxes. The Contractor shall not include such taxes in any invoices under this Agreement. Upon request, the Commonwealth shall furnish the Contractor with tax exemption certificates.

36 LIABILITY

Contractor shall maintain such personal injury and property damage liability insurance as necessary to protect itself from claims arising out of the performance of this Agreement. Contractor shall indemnify and hold harmless the Commonwealth, its officers, agents and employees from any and all claims, suits, actions, liabilities and costs of any kind, including attorneys fees, for personal injury and damage to real or personal property arising from the wrongful acts or omissions of the Contractor, its agents, officers, employees or subcontractors.

Except as stated in this provision, in no event shall either party be liable to the other party for any indirect, special or consequential damages arising out of any breach of its obligations under this agreement.

37 ASSIGNMENT

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 Contracts manager, DIT prompt written notice of the assignment, signed by authorized representatives of both the Contractor and the assignee. This written notice shall be on the Department of Information Technology's (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 agency, institution, locality or individual user of the assignment and shall supply the affected party with a copy of the properly executed form. Any payments made prior to DIT's receipt of such notification and form shall not be covered by this assignment.

In the event the authorized user 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 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 of DIT shall promptly notify the Contractor of any assignment notice it receives.

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38 FUTURE EVOLUTION AND NEW DEVELOPMENT OF SERVICES

It is the intent of this Agreement to allow the inclusion of Services as are developed and tested by the industry. Should new equipment be developed that would precipitate new Services being available to the Commonwealth, then at the Commonwealth's sole discretion, these new Services may be added to the Contract via a Modification mutually agreed upon by both parities.

39 TERM

This Agreement shall take effect on the date of its final execution by both parties, and shall continue for a period of three (3) years, unless sooner terminated as provided in this Agreement. Upon expiration of the initial term, the Agreement may be renewed for four (4) additional one year periods, at the Commonwealth's discretion. Should the Commonwealth choose to renew the Agreement, a written notice shall be sent to the Contractor 90 days prior to the end of the then current term. The Agreement shall continue after the expiration date only for the Services duly Ordered and Delivered prior to the expiration date. The Agreement will expire after all Services identified in an individual Order referencing this Agreement have been completed.

40 RETURN OF ASSET/S

Except as otherwise provide in this Agreement, or upon termination of this Agreement, Commonwealth shall immediately make the Commonwealth location available to the Contractor for de-installation of Asset/s by the Contractor. The Contractor shall bear all costs of de-installation of the Assets and return shipping to the Contractor's facility.

41 NEW EQUIPMENT

All Assets furnished under this Agreement as a basis for Services, shall be new, unused equipment.

42. CONTRACTUAL RECORDS

The Contractor shall make all contractual books and records and other documents relating to matters under this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of five years after final payment. Contractual records include, but are not limited to, this Agreement and all executed Orders, Attachments, modifications, invoices, and correspondence between the parties to this Agreement

43 PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE

The Contractor agrees that all software installed and utilized on Contractor's Assets contains information proprietary to the Commonwealth of Virginia and other third party software vendors and that disclosure of such information could cause irreparable damage to the Commonwealth of Virginia and its citizens. Therefore, Contractor agrees to hold all information and or software disclosed through operation of this Agreement in strict confidence, as required by this Section and use such information only in performance of this Agreement. No information or software utilized

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by the Commonwealth while at Contractor's facilities shall be duplicated or furnished to others without the prior written consent of DIT.

Contractor acknowledges that in the course of performing services hereunder its personnel and subcontractors (if any) will have access to confidential information about COV's business, operations, employees, and customers. Contractor agrees that, except as directed by COV, Contractor its employees and its subcontractors shall not at any time during or after the term of this Agreement (a) disclose any Confidential Information to any third party, (b) permit any third party to examine and/or make copies of any reports, documents or electronic data containing Confidential Information (whether they are prepared by Contractor or come into Contractor's possession or under Contractor's control by reason of Contractor's services) or (c) use any Confidential Information for any reason other than in the performance of services hereunder. Upon termination of this Agreement, Contractor shall return to COV or at COV's request destroy, all reports, documents, electronic data and other matter in Contractor's possession or under Contractor's control that contain or relate to Confidential Information. Contractor may disclose Confidential Information to such of its personnel as have a need therefor in the performance of their duties for COV, provided, however, that Contractor shall inform all such personnel of their confidentiality obligations hereunder and shall use its absolute best efforts to ensure their compliance therewith. Contractor shall not be required to treat as confidential any information which:

(a) contractor can demonstrate was in its possession prior to execution of this Agreement
(b) has become generally available in the public domain without breach of this Agreement
(c) becomes lawfully available to Contractor from a source other than the Commonwealth

ANY RELEASE OF PROPRIETARY OR CONFIDENTIAL INFORMATION BY THE CONTRACTOR OR CONTRACTOR'S EMPLOYEES SHALL BE CONSIDERED A BREACH OF THIS AGREEMENT. THE CONTRACTOR SHALL NOT USE THE CONFIDENTIAL INFORMATION OF THE COMMONWEALTH FOR ITS OWN BENEFIT OR FOR THE BENEFIT OF ANY THIRD PARTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT IN PERPETUITY.

44 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.

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45 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		_____	_____	_____

46 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, DIT 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.

47 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 above paragraph. 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

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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.

48 NONVISUAL ACCESS TO TECHNOLOGY:

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

(i) effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

(ii) the Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

(iii) nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public: and

(iv) the technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (I) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the

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data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Section (55) shall be construed to achieve full compliance with the Information Technology Access Act, 2.1-807 through 2.1-811 of the Code of Virginia.

49 MODIFICATIONS

This Contract maybe modified in accordance with Section 11-55 of the Code of Virginia. No modifications to this contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. For purposes of the Contract, the only authorized representative for the Commonwealth shall be the Contracts Manager, DIT or his duly designated designee. Any contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or $10,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

50 TITLE SOFTWARE/FIRMWARE

The Contractor represents and warrants that it is the sole owner of the software/firmware product or, if not the owner, has received all proper authorizations from the owner to license the software/firmware product, and has the full right and power to grant the rights contained in this Contract. Contractor further warrants and represents that the software/firmware product is of original development, and that the package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person.

51 TERM OF LICENSE

The license(s) granted to the State are for the use of the software/firmware product at the using agency's computing facilities (site) and on the equipment or for the purposes identified for the term of the Service.

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52 TERMS OF USE

The State's rights in computer software/firmware developed at private expense may be restricted by the Contractor in accordance with this contract. As a minimum, however, the State shall have:

a. Unlimited use of such software/firmware on the equipment for which it is acquired and any future upgrades of such equipment;

b. Use of such software/firmware with a backup system if the system(s) for which or with which it was acquired is inoperative because of a malfunction, or during an emergency, or the performance or engineering changes or changes in features or model;

c. The right to use such software/firmware at any state installation to which the computer(s) may be transferred by the State;

d. The right to copy such computer programs for safekeeping (archives) or backup purposes;

53 VENDORS MANUAL

As stated Section 5.4 of the Vendors Manual, in the event of a conflict between the Vendors Manual an other provisions of this Agreement, such other provisions shall take precedence. This Solicitations is subject to the provisions of the Commonwealth of Virginia Vendors Manual dated December 1998 and any revisions thereto, which are herby incorporated into this Agreement in their entirely. A copy of the manual is available from the purchasing office and can also be obtained by calling the Davison of Purchases and Supply at 804-786-3842.

54 TYPE CONTRACT

This is an Indefinite Delivery, Indefinite Quantity requirements **Master Contract**.

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55. INSURANCE

By signing and submitting a bid under this solicitation, the bidder 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 §§ 11-46.3 and 65.2-800 et seq. of the *Code of Virginia*. The bidder 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:

1. Worker's Compensation – Statutory requirements and benefits; require that the Commonwealth of Virginia be added as an additional named insured on Contractor's policy.
2. Employers Liability - $100,000.
3. 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.
4. Automobile Liability - $500,000 – Combined single limit. (Only if motor vehicle is to be used in the contract.)

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.

ACS GOVERNMENT SOLUTIONS GROUP, INC.	COMMONWEALTH OF VIRGINIA
BY: [signature]	BY: [signature]
NAME: Wayne F. Matthews	NAME: Jeff Davis
TITLE: Sr VP of Business Operations	TITLE: Contracts Manager
DATE: 15 Sept 00	DATE: 9-15-00

ATTACHMENT "B"
TO
AGREEMENT VA-000920-ACSG

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: Wayne F. Matthews

Printed Name: Wayne F. Matthews

Organization: ACS GSG

Date: 15 Sept 00

D.I.T.

APPENDIX 1
TO
CONTRACT VA-000920-ACSG

SEAT MANAGEMENT SERVICES COV STANDARDS (SMSCOV STANDARDS)

PLATFORM HARDWARE:

DESKTOP *GENERAL BUSINESS USER (DG):*

Propose appropriate Intel Pentium III *or later* class PC designed by its manufacturer for *general business* performance level use. Operating System must be the latest available OS in Microsoft's current Windows 9X family, currently Windows 98, Second Edition. The following are minimum specifications:

- 750 mhz.
- 128MB RAM
- 100mhz Front Side Bus
- 13GB Hard Disk Drive (ATA-66)
- 40x CD-ROM Drive
- 15" Color LCD Panel Display, 8MB Video card
- Sound card and speakers
- choice of desktop, mini-desktop or mini-tower deskside case
- choice of 10/100 Ethernet or Token Ring NIC, w/ 8' patchcord
- all driver software

THE ABOVE IS THE MINIMUM CONFIGURATION. BELOW ARE SUGGESTED OPTION AND UPGRADE CHOICES, WHICH ARE NOT MEANT TO BE ALL INCLUSIVE (PLEASE PROVIDE ALL AVAILABLE):

- option/upgrade to 20GB hard disk drive
- option/upgrade to 56K V.90 modem
- option/upgrade memory in 64MB increments
- option/upgrade to 19" or 21" color display monitor or LCD

D.I.T.

SMSCOV STANDARDS (CONTINUED)

DESKTOP *ENGINEERING AND SCIENTIFIC WORKSTATION USER (DW):*

Propose appropriate Intel Pentium III *or later* class PC designed by its manufacturer for *workstation* performance level use. Operating System must be the latest available Professional OS in Microsoft's current Windows 2XXX family, currently Windows 2000 Professional. The following are minimum specifications:

- 800 mhz.
- 133mhz Front Side bus
- 256MB RAM (ECC or RDRM)
- 20GB Hard Disk Drive (ATA-66 or Ultra-wide SCSI)
- DVD-ROM Drive
- 15" Color LCD Panel Display, 32MB Video card
- Sound card and speakers w/subwoofer
- choice of desktop or mini/mid tower case
- choice of 10/100 Ethernet or Token Ring NIC, w/ 8' patchcord
- all driver software

THE ABOVE IS THE MINIMUM CONFIGURATION. BELOW ARE SUGGESTED OPTION AND UPGRADE CHOICES, WHICH ARE NOT MEANT TO BE ALL INCLUSIVE (PLEASE PROVIDE ALL AVAILABLE):

- option/upgrade to 30GB hard disk drive
- option/upgrade to DVD-CD-RW or CD-RW disk drive
- option/upgrade to 56K V.90 modem
- option/upgrade memory in 128MB increments
- option/upgrade to 19" or 21" color display monitor or LCD
- option/upgrade to trackball or graphics tablet

D.I.T.

SMS STANDARDS (CONTINUED)

PORTABLE *GENERAL BUSINESS USER (PG):*

Propose appropriate Intel Pentium III *or later* class PC designed by its manufacturer for *general business* performance level use. Operating System must be the latest available OS in Microsoft's current Windows 9X family, currently Windows 98, Second Edition. The following are minimum specifications:

- 500 mhz
- 128MB RAM
- 8GB Hard Disk Drive
- 24x CD-ROM Drive
- 11" TFT SVGA LCD Panel Display, 4MB Video
- Sound: microphone and speakers
- PCMCIA slots
- Infra-red
- Li-ion battery and charger
- all driver software

THE ABOVE IS THE MINIMUM CONFIGURATION. BELOW ARE SUGGESTED OPTION AND UPGRADE CHOICES, WHICH ARE NOT MEANT TO BE ALL INCLUSIVE (PLEASE PROVIDE ALL AVAILABLE):

- Option/upgrade to 10/100 Ethernet or Token Ring PC CARD, w/ 8' patchcord
- option/upgrade to 20GB hard disk drive
- option/upgrade to 56K V.90 internal or PC CARD modem
- option/upgrade memory in 16MB increments
- option/upgrade to Port Replicator

D.I.T.

SMSCOV STANDARDS (CONTINUED)

PORTABLE *ENGINEERING AND SCIENTIFIC WORKSTATION USER (PW):*

Propose appropriate Intel Pentium III *or later* class PC designed by its manufacturer for *workstation* performance level use. Operating System must be the latest available Professional OS in Microsoft's current Windows 2XXX family, currently Windows 2000 Professional. The following are minimum specifications:

- 650 mhz.
- 128MB RAM
- 100mhz bus speed
- 18GB Hard Disk Drive
- DVD-ROM Drive
- 14" XGA TFT LCD Panel Display, 8MB Video card
- PCMCIA slots
- Infra-red
- Sound: microphone and speakers
- Li-ion battery and charger
- all driver software

THE ABOVE IS THE MINIMUM CONFIGURATION. BELOW ARE SUGGESTED OPTION AND UPGRADE CHOICES, WHICH ARE NOT MEANT TO BE ALL INCLUSIVE (PLEASE PROVIDE ALL AVAILABLE):

- Option/upgrade to 10/100 Ethernet or Token Ring PC CARD, w/ 8' patchcord
- option/upgrade to 30GB hard disk drive
- option/upgrade to DVD-CD-RW disk drive
- option/upgrade to 56K V.90 internal or PC CARD modem
- option/upgrade memory in 64MB increments
- option/upgrade to Port Replicator or Docking Station

D.I.T.

SMS STANDARDS (CONTINUED)

***SERVER(S)*:**

Propose appropriate Intel Pentium III Xeon class Server designed by its manufacturer for *server* performance level use. Operating System must be the latest available server OS in Microsoft's current Windows 2xxx family, currently Windows 2000 Advanced Server 25-CAL, (with 25 client access licenses). The following are minimum specifications:

- 733 mhz.
- Full Tower chassis
- Dual processor capable
- 512MB ECC RAM
- 100GB (minimum) of Ultra2 SCSI RAID5 storage
- 20x CD-ROM Drive
- 15" XGA Display, 2MB Video card
- 10/100 Ethernet or Token Ring NIC, w/ 8' patchcord
- 35GB/70GB DLT Tape Drive
- UPS
- server management software
- all driver software

THE ABOVE IS THE MINIMUM CONFIGURATION. BELOW ARE SUGGESTED OPTION AND UPGRADE CHOICES, WHICH ARE NOT MEANT TO BE ALL INCLUSIVE (PLEASE PROVIDE ALL AVAILABLE):

- option/upgrade to add 35GB/70GB DLT Tape Drive
- option/upgrade to add - 10/100 Ethernet or Token Ring NIC, w/ 8' patchcord
- option/upgrade to add 56K V.90 internal or external modem
- option/upgrade to add memory in 128MB increments
- option/upgrade to rack mount chassis with rack

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SMSCOV STANDARDS (CONTINUED)

General Requirements:

1. Up to two (2) brand families will be allowed, per proposal. Each brand family must include all of the SMSCOV Standard Configurations. All options and/or upgrades offered, while not required to be the same brand as the equipment, must be directly available from, and supported by, the manufacturer of the proposed brand of equipment.

2. The end-user agency may select either of the brands available from the Contractor at the time of initial order. The Contractor's Tangible Cost Component monthly price must be the same for both brands offered.

3. Provide a complete listing of all hardware proposed under this agreement, by product brand name, model, and manufacturer. The offeror must state clearly the brand, model and configuration of the base unit proposed to meet the SMS standards for each configuration. This shall become the minimum configuration that may be supplied. Offeror must provide as part of the electronic response, manufacturer's standard specification sheets for all proposed hardware.

4. Provide a complete current listing of the manufacturer's distributors, aggregators, master dealers, or other entities in the manufacturer's supply chain that may supply product(s) and/or support for product(s) to the offeror, for his purposes of performing under this agreement, by distributor, manufacturer, and product name.

5. Provide a current contact listing for each manufacturer and distributor. Provide a responsible manufacturer and distributor contact person who can verify and attest in writing to the following:

    1. offeror's formal business relationship with manufacturer/distributor (i.e. regular dealer)
    2. distributor's formal business relationship with manufacturer (i.e. authorization)
    3. offeror's adequate line-of-credit, for purposes of supporting this agreement (i.e. credit limit)
    4. distributor's and manufacturer's commitment to supporting offeror on this contract

6. Provide a current listing, certified by each manufacturer, of all standards, voluntary or otherwise (i.e. FIPS, IEEE, ANSI, Microsoft, etc.) that the proposed hardware conforms with, and also a listing of any laboratory testing results (NSTL, UL, etc.) available for the proposed hardware, as well as copies of the lab reports.

7. Provide a current listing of all certifications and applicable industry recognized standards, voluntary or otherwise, which the prime contractor, and any sub-contractor firm(s), holds or conforms with.

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SMSCOV STANDARDS (CONTINUED)

SOFTWARE:

The Commonwealth enjoys various statewide software contracts with Microsoft, IBM/Lotus, Novell and other software publishing companies. All application software will be obtained from these COV contracts (or through other means) by individual agencies for use on PCs supplied under this agreement. The *Commonwealth* desires Contractor support for the broadest possible selection of software titles, under this agreement. Please describe in detail your general software support capabilities and manufacturer Certification(s), which allow your firm to support both end user/client and agency MIS levels of support for application software titles that may be of interest to The Commonwealth.

APPLICATION SOFTWARE: Offeror(s) must propose support for Microsoft's complete family of application software products, as well as any other software families, suites or applications (a list must be provided) your firm can support.

SPECIALTY USE SOFTWARE: Propose support for any specialty Commercial Of-the-Shelf (COTS) software that your firm can support. Please list by category, i.e. communications, graphics, etc.

OPERATING SYSTEMS: Microsoft's Windows 9X and 2XXX families of OS software must be proposed. Contractor must supply and support these Microsoft products.

DRIVERS: Contractor must supply and support drivers for any and all devices supplied under this agreement.

SERVICE LEVEL REQUIREMENTS SUMMARY

A method of measuring and evaluating performance levels and user/client levels of satisfaction with each Service Level must be proposed. Quarterly reports of measurement and annual reports of user/client satisfaction must be provided to the Contracts Manager, DIT, and each agency contact.

Contractors must meet or exceed the following Service Levels:

1. SL1: Service Level 1 - Maintenance of hardware and eligible software.

Contractor acknowledges call with agency contact within 1 hour of notification of a problem, and where the problem is fixed or the computer is replaced within 24 clock hours of the initial call from agency.

2. SL2: Service Level 2 - Maintenance of hardware and eligible software.

COV SL2 response is for mission critical applications and situations where The Commonwealth places a higher degree of importance on the problem call. Contractor acknowledges call with agency contact within 1/2 hour of notification of a problem, and where the problem is fixed or the computer is replaced within 4 clock hours of the initial call from agency.

SMSCOV STANDARDS (CONTINUED)

3. FORECAST, DELIVERY and INSTALLATION:

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Each subscribing user agency should provide the Contractor with a rolling forecast, updated on at least a 30-day basis. Units included in the forecast must be delivered within a five days of the forecast date (requested install date), provided such units were included in the previous month's forecast. Units not included in the forecast must be installed within 30 calendar days of receipt of order, with a target timeframe of 15 calendar days, unless a delayed delivery is requested

4. **MACs:**

Moves, additions and changes should be completed within 5 days of agency request.
One (1) MAC, per-seat or per-server, per year should be included in pricing for all configurations.
Pricing and timeframes for additional MACs shall be proposed and mutually agreed upon during contract negotiations.

5. **Reports:**

A running *Commonwealth* inventory report must be submitted monthly.

6. **Meetings:**

Required stated elsewhere in the Request for Proposals.

7. **IFA:**

Submission of the IFA is required quarterly as defined in the attached Terms and Conditions.

8. **VENDOR ASSETS:**

All proposed hardware must meet or exceed the following levels of performance, subject to possible invoice reduction:

- less than or equal to 3% initial failure rate, for all units delivered, out-of-the-box
- 95% up-time or in-service-time, during any 48 hours, subsequent to acceptance,

Offerors must provide written statements signed by a responsible party of the manufacturer, or other manufacturer's documentation, for each brand of equipment offered under this agreement, which will verify compliance with the levels of performance listed above.

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APPENDIX 2
To
Contract VA-000920-ACSG

a. *SMS Cost Ratio (CR)*

At no time during this agreement will the Contractor be allowed to exceed (NTE) the *Tangible* (hardware or other fixed asset costs) and *Intangible* (travel, service & labor costs, finance charges, etc.), cost components of each seat configuration (DG, DW, etc.) offered in the RFP cost proposal, except as provided herein. DIT will use the NTE prices in the following manner.

b. *Manufacturer's website URL for Government purchase pricing*

Tangible hardware prices for PC configurations shall be verifiable at the computer manufacturer's web site, from the manufacturer's published government (or educational, in the case of students) purchase prices for the models/components offered. DIT will use the published pricing to calculate a **SMS Cost Ratio (CR)[1].**

c. *SMS Cost Ratio (CR) calculation and table*

A table of CRs for each SMS Standard configuration is shown below. The CR will be determined by first calculating a **contract dollar amount (CDA)** equal to the Refresh period in months, multiplied by the Tangible monthly per-seat and/or per-server service price offered, for each minimum SMS Standard configuration (DG, DW, etc. w/o options/upgrades). The CR is then calculated by dividing the **CDA** by the manufacturer's current published **government purchase price (MPP)**. (Figures rounded to the nearest whole dollar.)

Gateway web page: www.gateway.com
Dell Web page: www.dell.com

Gateway	*DG*	*DW*	*PG*	*PW*	*S*
Refresh					
SL1	CR	CR	CR	CR	CR
12	1.17	1.21	0.99	1.21	1.11
24	1.17	1.21	0.99	1.21	1.11
36	1.17	1.21	0.99	1.21	1.11
SL2	CR	CR	CR	CR	CR
12	1.17	1.21	0.99	1.21	1.11
24	1.17	1.21	0.99	1.21	1.11
36	1.17	1.21	0.99	1.21	1.11

Dell	*DG*	*DW*	*PG*	*PW*	*S*
Refresh					
SL1	CR	CR	CR	CR	CR
12	1.16	1.20	0.91	1.15	1.00
24	1.16	1.20	0.91	1.15	1.00
36	1.16	1.20	0.91	1.15	1.00
SL2	CR	CR	CR	CR	CR
12	1.16	1.20	0.91	1.15	1.00
24	1.16	1.20	0.91	1.15	1.00
36	1.16	1.20	0.91	1.15	1.00

All subsequent *Tangible* cost component changes will be governed by the CR for the life of the Master Contract. Any new prices charged for product replacements, whether caused by manufacturer price changes, fee evaluation, obsolescence, refreshment or changes in the SMSCOV Standards, shall maintain the CR established by the original CR calculation described above.

The Tangible cost component prices and CR may also be used in any buyout calculations made or negotiated pursuant to the contract Terms and Conditions.

1 **Example CR calculation**:
Tangible cost component monthly price offered for configuration DG, with 36 month Refresh, SL1, is $41.66.
CDA= 36 mo. x $41.66 = $1499.76.
The manufacturer's published government purchase price, for the same model, is $1349.
Therefore, (using rounded figures), CR = $1500 / $1349 = 1.11. (CR = CDA / MPP).
1.11 shall be the CR, for configuration DG, SL1 and shall be maintained for the life of the contract.

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J1