Representative Contact:
Becky Daenell
Phone: 513-397-1418
E-mail: becky.darnell@cinbell.com

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Section 10
General Bid Information

10.000 Purpose

The Master Plan for Education Technology for the Commonwealth of Kentucky was originally adopted by the State Board for Elementary and Secondary Education in May 1992 and is updated every two years. This plan for technology is consistent with the underlying tenets of the Kentucky Education Reform Act. The Master Plan addresses the need to ensure equitable access to education technology by establishing a state standard for the level and type of technology within each school. This means equity in price and support response rates for a school no matter how wealthy/poor, big/small or its location (rural/urban). The price given for hardware, software or services to a large/wealthy school shall be the same as the small/poor one. This means once you quote a price for a KETS hardware component to a single school district that is below the current KETS price, the price will then change statewide.

As a result of the objectives outlined in the KDE Master Plan for Education Technology (on the KDE Web site at www.kde.state.ky.us), an Architectural Standards Working Group was formed to establish architectural standards and technical specifications for the technology components of KETS. The Architectural Standards Committee approves or disapproves all equipment standards for file servers, workstations, portable workstations, printers, LAN/WAN data communications equipment and services provided on KETS. This group shall meet periodically during the contract period to determine if the specifications need to be revised or updated for these contracts. The Architectural Standards Committee requires any technology changes shall be available within 30 days of notification, which meet or exceed all new specifications established by the Architectural Standards Committee.

Districts shall purchase with EDTECH funds from the KETS Master Agreements for the specific model numbers that meet the specifications and have been approved by KDE. EDTECH funds are the combination of the funds sent to school districts each year and matched with 100% local funds. The KETS contracts are much different than a regular contract that vendors may have in place. Vendors must be able to effectively handle this magnitude of sales, meet delivery deadlines with quality Enterprise (not Consumer) hardware and support equitably across every county in our state while meeting the performance

standards from the first day of award. We want hardware that has consistency in parts and has undergone testing of internal components to the Enterprise level versus the consumer level. We are not interested in a vendor that primarily can sell the product but cannot provide good contract management or on-site support across every county in our state from the first day of contract until the last. Typically it is much easier to provide on-site support to urban areas. The vendor shall be able to provide on-site support to **every school** in **every rural county** with the same timelines and costs as the urban areas. We want vendors that are aggressively in touch with Kentucky, the KETS Project and our primary customers (students, teachers and the staff that support them).

The Commonwealth of Kentucky currently has approximately 1400 telephone systems located throughout all 176 districts. These systems vary from small key systems serving a few staff to a PBX switch serving several hundred users.

Section 20
General Specifications

20.000 Minimum Requirements

The following shall be considered minimum requirements regarding your company's ability to comply with the requirements of the contract:

System Specifications

Lightning and Surge Protection

- All telephone communications circuits are to be installed in accordance with Article 800 of the 2002 National Electrical Code (NEC) and meet EIA/TIA 568 Standards.

  Exception: The "Protective Devices" requirements of NEC, paragraph 800.30 – 800.41 are to apply to all outside circuits of any length whether aerial or underground. These protective devices commonly referred to as "Station Protectors", consist of an arrestor-holder assembly. All arrestors must be the gas tube type, tested and listed per ANSI/UL 497. They shall be installed on each telephone circuit entering a building, as close as practical to the point of entry.

- Protectors shall be grounded using AWG 6 copper wire (minimum).

Note: A separate ground rod shall NOT be installed. If the building has no grounded electrical system, one should be established as part of the telephone equipment installation whenever possible. This is a school district responsibility.

- Multi-line cable with separate shield is to have its shield grounded per the second bullet above, where it enters any building, by separate conductor. The cable shield is to be removed for a length of at least twelve (12) inches on the equipment side of this ground connection or non-shielded cable used from this point to the equipment.

- The Digital station equipment is to be Single Point Grounded (SPG). The SPG consists of bonding together, at one (1) point, the station equipment grounding connection, the green power wire, the inside cable shield (if any), and the Station Protector grounding conductors (if the protectors are co-located with the equipment). Where the protectors are not co-located with the equipment, a "Couple Bond Conductor" of #6 AWG copper is to be run from the SPG along the incoming cable to the station protector grounding terminal and secured with nylon ties.

- All grounding conductors shall be as short as practical and run in the most direct route available with no sharp 90-degree bends. They should not be run inside a metallic conduit, supported by metallic straps surrounding the conductors or run flush against steel.

- The AC power circuit feeding the digital station must be provided with a surge protector. No other equipment should be connected to this. Certain station equipment (usually types having circuits with less than 100 ohms impedance to ground) may provide an unwanted path to ground for stray or induced voltages and currents. This may require what is commonly referred to as "Sneak Current Fuses", to prevent possible equipment failure, fire hazard, or danger to personnel.

Cabling

- Major cabling installation services for any new office move or relocation are performed through other local or state contracts. Should minor cabling be required to individual stations, it will be coordinated and approved by the school district prior to installation.

- In all instances, KETS enterprise cabling standards for materials and installation should be followed. Links to these standards are found at:

  http://www.kentuckyschools.net/KDE/Administrative+Resources/Technology/KETS+Help+Desk/How+Tos+and+Standards+Documents/Network+Support+Documents.htm

- Wire, cable, and hardware shall be provided to interconnect the system, connect the system to the school district provided duplex power receptacle, and to connect the system to the telephone company demarcation point or the district's station line interface point. Hardware shall include Type 66 and Type 110 connecting blocks (or equivalent), station instrument modular wall-jack assemblies, mating plugs for the RF type jacks specified by the telephone company for interconnecting at the demarcation point, and mating ribbon type plugs for interconnection to the Commonwealth's station line interface point fifty (50) pin size RJ21X miniature ribbon jack.

- Wiring and cabling shall be installed in a neat and professional manner and shall be in accordance with the National Electrical Code and KETS Enterprise Standards. The Vendor shall be responsible for meeting all applicable electrical, building, or fire codes in routing and choice of cable. Cable routing shall be identified by a provided wiring diagram, schematic diagram, or cable running list. One copy shall be provided to the school district. All fishable walls will be fished during the installation of station wiring. Where a wall cannot be fished, the Vendor will conceal all station wiring by encasing in molding that matches the existing environment or by other means approved by the school district.

- During order and installation process the Vendor shall notify the school district of any telephone apparatus closet room requirements to accommodate the system that exceed the requirements given in the building drawings and this specification.

System Capacity

Each system shall consist of:

- A Digital Service Unit and power supply with operational service features. All components of the Digital Service Units must be identified. All applicable components must be shown on the unit pricing page if appropriate. Each

baseline Digital Service Unit shall be equipped with the required quantity of printed circuit card modules for the quantity of lines, station instruments (including console) and intercom paths to meet the minimum trunk and station requirements required on each job as determined by the Commonwealth.

- Main distribution frame (MDF) wire, cable, and hardware (connecting blocks, telco interface connectors, etc.);
- State of the Art line protector assemblies (AT&T 189ET or equivalent);
- Electrical power surge protector;
- A parallel wired RJ11 jack for one (1) line, for use during power failure;
- Circuit Cards (Station);
- Trunk Cards;
- Telephones;
- Other components as required by Manufacturer OEM specifications;
- Other items as listed in Installation Requirements as required; and
- Remote Maintenance.

For the purpose of these requirements the following three (3) levels are to be provided:

- Level 1 Telephone System is defined as being a small level system, requiring up to approximately 48 ports.
- Level 2 Telephone System is defined as being a medium sized system, from approximately 49 to 300 ports.
- Level 3 Telephone System is defined as being a large system, capable of handling approximately 301 or more ports.

Station and System Requirements

- Station Loop - The station instruments shall function on no more than four (4) pair inside, aerial or buried service station cable up to 1,000 feet from the Digital Service Unit.

- Voice Transmission - Voice transmission shall be at adequate volume levels and free of clipping, crosstalk, distortion, and excessive noise. Adequate precautionary installation measures shall be taken to minimize the effect of external magnetic fields and longitudinal voltage on induced noise and loss in station loop wiring as to not impair communications.
- Station instruments shall be multi-button digital telephone sets with modular cord with plug-ended connector, a standard "DTMF" dial pad, and a standard microphone/speaker handset with modular connections. Desk and Wall

mountable sets shall be available. Wall mountable sets shall be either instruments that are compatible for desk and wall use or be instruments that are uniquely different in design yet perform all specified functions of the desk instrument.

- The instruments shall have a built-in speaker for monitoring intercom conversations and the appropriate number of buttons (keys) and associated lights or LED's for an appearance of the lines terminating on the instrument, to make an interoffice (intercom) call, and any other feature function buttons that may be provided. Each set shall provide an audible and visual indication of an incoming call.

  Note: For squared systems only.

- The system must support hearing aid compatible headsets.

- The direct station select (DSS) console shall have the appropriate number of buttons (keys) associated lights or LED's for the maximum number of stations specified for the configuration type and the provided feature function buttons. The console shall provide as a minimum the following operational service features:
  - Direct Station Select Transfer
  - Station Busy Lamp Field
  - Direct Page All/Zone Select

- The console shall function on no more than four (4) pair station wire and up to 1,000 feet from the Digital Service Unit.

- System Levels 2 & 3 shall have the capability to have a Personal Computer Console digitally connected to the telephone communications system if required by the school district. The PC Console is a menu driven attendant console.

- The common audible equipment shall provide chime type sound to alert the call answering station user and other nearby station uses of an incoming call on any line terminating in the Digital Service Unit. The sound may be a gong chime or the same type of electronic ringing sounded provided by a station instrument. The equipment shall be installed in the vicinity of the station user assigned to answer incoming calls.

- Level 3 Systems shall be capable of partitioning to provide separate service for two (2) or more entities (Shared Tenant Service), including separate consoles, lines, intercom paths, paging, system failures, etc.

Baseline systems shall provide at least the following operational service features for the indicated levels. (These are minimum requirements that the system shall support.)

All Level 1, Level 2, and Level 3 Baseline Systems shall have the following:
• Analog/Digital Handset support
• Audible Signals
• Auto-Attendant/Voicemail capable
• Basic 2500 Set, Single Line Telephone
• Battery Backup (minimum 1 hour)
• Call Transfer
• Caller ID
• CENTREX
• Central Answering Point
• Conference Calls (minimum 3 parties)
• CTI capable – connects to KETS standard LAN/HUB through RJ-45.
• Dial or DSS Intercom
• DID capabilities
• Do Not Disturb
• External paging capable
• Flexible Line Ring Assignment (programmable)
• Hands-free Monitor and Talkback on Intercom

- Last Number Redial
- Line Access and Hold button
- MAPI/TAPI compliant
- Music-On-Hold capable
- Night Ring (programmable)
- OPX extensions
- Paging Internal, All/Zone (programmable), External Access
- Privacy On Line
- Product compatibility – All Level 1, Level 2 and Level 3 systems shall be compatible with each other and all handsets proposed as part of this bid.
- Speed Dialing (system and/or personal) - speed-dialing system must have 10 personal speed dial numbers at the set and 100 system wide.
- Station Message Detail Recordings Interface
- Toll Restriction (programmable)
- Voice Mail

All Level 2 and Level 3 Baseline Systems shall have the following:

- Automatic Call Distribution
- ACD reporting package
- Direct T-1 interface
- T-1, PRI and other digital trunking
- VoIP capability using current network platform

All Level 3 Baseline Systems shall have the following:

- Hotel/Motel Package
- PC Consoles
- Power Failure Transfer

Orders for Telephone Systems shall be configured as specified at the time of the order.

Minimum Handset Specifications

A minimum of four (4) varieties of Telephone Handsets shall be provided as components to the Telephone System from which the school district can select. Vendors may provide additional handset options in their catalog(s) that meet all of the minimum specifications. Specifications are as follows:

- Single-Line Analog Handsets (low end models)
  - Volume Control
  - Hold Control Button
  - Hearing Aid Compatible
  - Desk/Wall Mount Capable
  - Required cables and/or connectors to wall

- Single-Line Digital Handsets (low end model)
  - Single Button Controls
  - Volume Control
  - Hold Control Button
  - Hearing Aid Compatible
  - Desk/Wall Mount Capable
  - Required cables and/or connectors to wall

- Multi-Line Digital Handsets w/LCD
  - Programmable Keys
  - Single Button Controls
  - Liquid Crystal Display
  - Voice Mail LED Indicator
  - Auto Daylight Savings Time
  - Paging
  - Speaker Phone

- Call Transfer
- Volume Control
- Hold Control Button
- Hearing Aid Compatible
- Desk/Wall Mount Capable
- Required cables and/or connectors to wall
- Port available for Console Expansion unit

- Wireless Handsets
- Base Antenna unit
- Single Button Controls
- Paging
- Volume Control
- Hold Control Button
- Hearing Aid Compatible
- Required cables and/or connectors to wall
- Manufacturer Proprietary Handsets
- Desk/Wall Mount Capable

Enhanced 911

To date, there have been no regulations adopted for the Commonwealth by the FCC to govern Enhanced 911 for Multi-line Telephone Systems (MLTS), which include PBX, Centrex, hybrid, and key systems. However, there is proposed legislation from the National Emergency Number Association (NENA) to insure that Emergency Response Identification Location (ERIL) is incorporated into the calling telephone number field of the Data Exchange Format Standard. ERIL transmits more precise caller location information, such as a minimum of the building and floor location for multi-floor buildings or systems covering multiple buildings, than does current Emergency Response Location (ERL) Regulation. ERL defines location only by street address.

Vendors are to stay abreast of legislation on this issue and insure that **each system** provided under this contract, at date of cutover, meets current State and Federal Regulations on Enhanced 911 for MLTS.

Warranty Requirements

A minimum period of thirteen (13) months on parts and labor from the date of final acceptance of each order is required. The following warranty specifications shall apply to each equipment order.

- Acceptance of system shall not limit the Commonwealth's rights with respect to defects in materials, workmanship, installation or fraud.

- The Vendor warrants that all equipment furnished hereunder are new and unused current models.

- The Vendor shall remedy at its own expense damage to district owned or controlled real or personal property, when that damage is the result of the Vendor's failure to conform to the contract requirements. The Vendor shall also restore any damage incurred in fulfilling the terms of this contract. The Vendor's warranty with respect to work repaired or replaced hereunder will run for thirteen (13) months from the date of such repair or replacement.

- The district shall notify the Vendor, during the warranty period, after the discovery of any equipment failure, defect or damage.

- Should the Vendor fail to remedy any equipment failure, defect, or damage within thirty (30) days after receipt of notice thereof, the district shall have the right to replace, repair, or otherwise remedy such failure, defect or damage at the Vendor's expense. This failure is also a breach of contract. Thus, the district's rights are in addition to and not as an alternative to the district's rights under a breach of contract.

- In addition to the other rights and remedies provided by this contract clause, all subcontractors', manufacturers' and suppliers' warranties expressed or implied, respecting any work and materials shall, at the discretion of the district, be enforced by the Vendor for the benefit of the district. The Vendor shall obtain any warranties, which the subcontractors, manufacturers, or suppliers would give in normal commercial practice.

- If directed by the school district designee, the Vendor shall require any such warranties to be executed in writing to the school district.

- If there is a conflict between a clause in this warranty and a clause in the Vendor's warranty, the clause extending the greatest protection to the district under the circumstances in question, shall control.

- The Vendor shall be liable to the Commonwealth for supply of information and material necessary for mandatory revisions, so determined by the manufacturer, at no additional cost to the Commonwealth for the duration of the warranty.

- Vendor must support all manufacturer-discontinued parts for a period of five (5) years from the date of discontinuance or until the end of the contract, whichever is longest.

Staffing Requirements

Vendor must be an authorized dealer for sales, installation, and warranty maintenance of Avaya brand. Vendors, must maintain at least six (6) or more full-time Certified Technicians for Avaya brand of equipment.

20.010 General Procedures For Ordering From The Contracts

Districts must fill out the KETS Master Agreement order forms for the equipment they want to purchase. They must describe the cost of each unit (A), total number of each unit (B), and total cost (A*B). They must also have their financial and technology coordinators sign this form. The District then sends the KETS purchase order form to the vendor. The vendor shall ask for both forms before completing any order.

Negotiation of Price. Districts can and are encouraged to negotiate a better price with KETS vendors for only the specific manufacturer's Enterprise models listed on the KETS Master Agreement. However, once a lower price has been negotiated with one district, it becomes the new statewide price for that model for the duration that particular model is on the KETS contract. Typically, vendors have special offers to quickly get rid of inventory that didn't sell well as anticipated or is outdated. If a vendor offers a special price for any time period (e.g. Offer ends 12 August), that price for that model for all districts does not end on 12 August. Instead, it has now become the new price for the duration that the model is on contract. Example: If a large district like Jefferson County negotiates

a lower price for a specific model from a vendor, it now becomes the new price for every district statewide for that model from that vendor. This works similar to upgrading models within any one level. The Commonwealth shall make other districts aware of any new or special price offerings as they change during this competitive process.

Vendors shall maintain their own Web site accessible to all districts where they can easily/quickly view latest model numbers, configurations, and prices offered on the KETS contract. This information must be easily accessible and easily recognized as "KETS Master Agreement" pricing. Districts should not have to spend an extraneous amount of time on the vendor's website searching for this information.

In addition, when new products are introduced, the DMPS and OET will have final approval on whether the new model of hardware will be allowed to become part of the KETS contract. The manufacturer and vendor are to actively work with OET on product roadmaps and introduction of models to allow for a well-informed decision to be made in cases such as this.

Once KDE approves the upgrade component at the OET, OET shall then inform DMPS that they recommend approval. DMPS shall then process a Modification and KDE shall then update the KETS contract order form and send this to the districts. The KETS contract order form is the districts key indicator that the vendor has gone through all the acceptable procedures to upgrade their line.

Price adjustments. These submissions will occur on or about the 1st of the calendar month. Once DMPS accepts the vendor's models, the vendor cannot increase the price for that model on the contract. The price can only be lowered. For example: If the vendor adds Model A to their contract and lists the price for Model A as $1,950, that model can never be priced higher than that amount. During the life of Model A on the vendor's contract, the price for that model can only be lowered and cannot be raised. If a vendor attempts to fluctuate the price of a particular model by lowering the price toward the end of the calendar month and then raising the price on their next monthly submission, the DMPS and OET will consider the vendor in violation of their contract and the vendor may have their contract suspended and or terminated.

If the vendor is throwing in free items (freebies), the vendor shall notify DMPS and KDE so we can ensure all other districts get the same freebies. The vendor

cannot offer freebies for a certain time only or to only a certain district or school. Once freebies are offered, they become a statewide standard for anyone purchasing that model from the KETS contract until that model is no longer available.

Vendor Responsibilities. The vendor shall name a person that will be the single point of contact (SPOC) for contract issues. The vendor shall insure that this person and all salespersons of their product will be knowledgeable in:

1) All the details of the KETS contract.
2) The Kentucky school, district office and KDE customer base.
3) The most current KETS Master Plan on our Web site and year round current events in KETS. Many times the field staff, corporate main office or Sales Agent has no idea what technical and non-technical requirements were in the original bid.

The SPOC must be aggressive each day in sharing information or presenting a point of view with the selling staff and the manufacturer of the KETS hardware. To "stay in touch" with the Kentucky customer and the requirements of this contract, this SPOC will be required to be present at least once a week at OET in Frankfort or anywhere else in Kentucky where their services are needed by our customers.

Besides keeping each other informed this face-to-face interaction minimizes the probability of small issues becoming big ones in a short period of time. It is reassuring to see the vendor's representative on a weekly basis. Instead of this being just another contract to your company, we must feel that you are making a commitment to be a contributing and well-informed member of our KETS Project team. If any issues with the contract are at hand for a particular vendor, it is nice to be able to inform this person face-to-face of the problem and know that results are coming soon since they know we will see them again face-to-face the next week.

In a nutshell, having a "local" one-stop shop for all needs fills that void of dealing with large companies whom typically have large corporate offices out of state and cannot provide the personal touch for contract management that is needed with a contract of this size. Having an office in Kentucky also demonstrates partnership with multiple manufacturers and commitment to resources and the needs of Education in Kentucky. We shall have a complaint desk at OET and on our Web

site so our customers can quickly document vendors that are failing to meet the requirements of the bid. Vendor's contracts can be suspended or terminated based upon these complaints.

Consumer Models NOT Wanted and NOT Allowed. Only Enterprise level hardware shall be available on KETS contracts. Consumer models of hardware shall not be available at any time on KETS contracts. These models are typically found in local department or outlet stores. There is less consistency of parts since the home user in Iowa does not care if the next hardware item manufactured behind theirs that is going to Texas has totally different internal components. Consumer models can look the same on the outside, but 10 hardware items of the same models with the same exact configurations shipped to the same location on the same day can have 10 totally different parts on the inside. Also there is typically less testing done between the internal components so the failure rate is higher in this type model versus the Enterprise models sold to businesses and schools. The consumer model is satisfactory for the home or small business owner but not an Enterprise class installation. It becomes a support nightmare because the lessons learned on one consumer item will not help you at all with the other units. While consumer models are typically less in price than an Enterprise model they are also a lot less in quality and a major problem to support. We do not want them for our schools for the same reasons the business sector and the federal government does not want them.

20.020 Vendor Responsibility

- The Vendor shall deliver all level systems in a minimum of thirty (30) days, unless otherwise requested by the school district.

- The Vendor shall make a pre-installation site visit with the purchase of all systems.

- The Vendor must be available to meet in person with the school district as needed by the district.

- The Vendor shall specify any telephone apparatus closet room requirements to accommodate the system that exceed the requirements given in the building drawings.

- The Vendor shall be responsible for the installation of one RJ11 jack to provide emergency access to the first or primary line connection to the system. It will be wired in parallel and prior to the Digital Service Unit and be mounted in conspicuous space easily accessible by a user during an emergency.

- Vendors fulfilling orders that include installation shall be responsible for unpacking, uncrating, installing all equipment, including the connection of all necessary cabling, connection with power, and in all other respects making the equipment useable. Vendor shall provide the agency with a minimum of three (3) business days advance notice before delivering equipment to building. Vendors shall be totally responsible for removal of all cardboard boxes and packaging material from the agency building. Trash shall be completely removed from premises.

- All upgrade requests shall be reviewed and accepted by school district contact or designated personnel before becoming effective.

- Vendor shall provide one (1) set of System Administrator guides, console user pamphlets, and station user pamphlets for all equipment installed by the vendor. User guides shall be provided for every phone and console purchased. Information provided shall be sufficient to permit the school district to operate, program, install, and maintain the equipment. User guides shall be provided at no additional charge to the district.

- When permanent replacement equipment is required, the Vendor must provide maintenance information adequate to update each district's inventory, I.E. state tag number, system number, system model and serial number of equipment.

- Vendors shall upgrade their product catalogs to add new technology on a timely basis. Products must be added to the catalog prior to the ability of the vendor to sell the equipment to school districts. Upgrade requests must be made in writing to the Commonwealth Buyer.

20.030 Customer Responsibility

- All scheduled maintenance shall be coordinated with the school district. The

Commonwealth does not control Telephone Company services and cannot guarantee availability of services offered by Telephone Companies.

- School District shall provide drawings, if available, of the site and buildings(s) floor plan(s) showing in particular, the location of the telephone company service entrance, the telephone apparatus closet room, raceway, conduit and present and future telephone outlet boxes. The Vendor shall specify any telephone apparatus closet room requirements to accommodate the system that exceed the requirements given in the building drawings and this specification.

- The District shall provide ¾ inch plywood backboard installed for the installation and termination of all communication equipment and cabling. The plywood shall always be painted with a flame-retardant paint; no backboard should ever be left untreated. At no time shall any cross-connect block or communications component, be installed directly onto telephone apparatus closet wall, including drywall or concrete.

- The school district shall specify to the Vendor the required date(s) for training and system cutover.

- The school district, at its own expense, shall prepare the telephone apparatus closet ensuring that the following is ready to receive the Telephone System hardware prior to the scheduled delivery date. This also includes any building wiring for station instruments or any DEMARK adds, moves or changes.

  Telephone apparatus closet shall meet the following requirements:

  - **Electric**:
    Dedicated power: There should be at least one (1) dedicated 110 or 220-volt electrical circuit to provide power to the telephone system and peripheral communication equipment. This circuit should be installed to the specifications provided by the equipment manufacturer as it pertains to the equipment being installed.

    Common power: In addition to a dedicated power supply, each telephone apparatus closet shall have an adequate supply of common power outlets for use by maintenance personnel during equipment installation or

maintenance (i.e., power tools, laptop computers, exhaust fans).

- **Grounding:**
  It is required for any telephone apparatus closet to have a proper building ground. Reference National Electric Code 2002 Article 250 (Grounding) and Article 800.40 (Grounding methods for communication circuits) to find the proper grounding requirements. This ground should support access via a minimum #6AWG copper conductor with green insulation and terminated on a CPI 13622-010 telecommunication grounding busbar or equivalent.

- **HVAC:**
  Environmental control: Telephone apparatus closets should maintain a minimum set of environmental parameters. Temperature should be maintained between 10 and 30 degrees C (50 to 85 degree F) with a non-condensing humidity level of less than 65 to 70 percent. Higher humidity levels can result in corrosion of cross-connect and other equipment. Temperatures higher, or lower, than the acceptable range can result in improper operation of communications equipment and may void customer equipment warranty. Commonwealth shall also be responsible for all trunk line procurement and provisioning prior to cut over.

20.040 Service Warranty

Vendor shall include with all purchases hardware and software maintenance for the first year at no additional charge to begin at the time of delivery. This is to cover all hardware components purchased from the Master Agreement.

The manufacturer shall provide limited warranty maintenance for items purchased through this contract. Limited warranty maintenance does not extend to the product that has been damaged or rendered defective due to:

a) A result of accident, misuse, or abuse
b) A result of an act of God.
c) Operation outside the usage parameters stated in the products user manual
d) Modification of the product
e) A result of service by anyone other than (manufacturer), a (manufacturer) authorized reseller, or a (manufacturer) authorized service provider.

Expendable parts, such as non-rechargeable batteries, carrying cases, etc. are not covered. Damage due to loss of any programs, data or removable storage media is not covered.

Warranty Service Requirements

These have been selected as the minimum standard service requirements for telephone system equipment warranty service.

- The primary period of service (PPS) falls between the hours of 7:00 a.m. and 5:00 p.m. local time, Monday through Friday, excluding state observed holidays. Extended coverage (24 x 7) must be available if needed. Acceptable downtime varies based on what the equipment is and its critical nature to the operation of the school district's telecommunications as a whole. Individual districts may require more stringent response requirements, based upon what they deem to be of mission critical nature.

- The Vendor shall be on-site within eight (8) business hours or respond remotely (through dial-up) within four (4) business hours; Call back within one (1) hour of receiving call; If the phone line remains busy after three (3) attempts you must E-mail the school district contact. All school districts have email capability.

- Telephone System hardware must be fully operational within twenty-four (24) clock hours or eight (8) clock hours if serviced remotely. It is reasonable for a Vendor to do diagnostics remotely, if available. This does not qualify as providing remote warranty service and therefore does not fall under the same time requirements as such.

- Replacement parts shall be new or reconditioned, and of equal or better quality than original parts.

- There shall be no charge for any shipping and handling of parts.

- The cost is the same throughout the state. Example: You can not charge additional costs for servicing Paintsville versus Lexington.

- Vendors will perform Adds, Moves, and Changes on agencies request for systems purchased from this contract, during that system's warranty period.

MAINTENANCE EXPECTATIONS: There shall be a complaint desk at KDE and on our web site so our customers can quickly document vendors that are failing to meet the service requirements of the contract. Quarterly reports will be generated which will assist us in identifying vendors whom have not successfully met service response times. The vendor shall meet service specifications in Section 20.030 for a minimum of 95% of total annual service calls. The vendor is allowed this 5% failure rate based on total service calls they receive annually due to vehicle break down, parts that get lost, addresses being difficult to find, etc. Vendor's contracts can be suspended or terminated based upon failing at more than 5% of service calls or by customer complaints and/or the results of these reports.

The contract holder shall be held solely accountable for all services conducted under the terms and conditions specified in this warranty.

Service calls taken by any technical support center(s) shall be quickly turned over to second and third levels of support for quick resolution rather than attempts to resolve issues at that point. All support personnel shall be certified by the manufacturer of equipment (for example, if this vendor supplies Vendor X equipment, support staff shall hold a manufacturer's certification and be certified by Vendor X to perform service on Vendor X equipment).

The vendor shall maintain accurate records indicating a minimum of the following:

- Number of service calls by District made in complete compliance to specifications outlined in this Section 20.030.
- Number of service calls not resulting in complete equipment functionality within 24 hours of initial service call.
- Detailed data regarding customers name, address, phone number, date of service, date service is complete, and reasons this service call was not complete within 24 hours shall be required.

The vendor shall prepare and present this information upon request to the Commonwealth as specified in Section 40.130.

90-DAY SERVICE EVALUATION: The Commonwealth shall evaluate on-site warranty service by conducting multiple response time and quality assurance tests during the initial 90-day period of the contracts. This initial period will be a

probationary contract with continuance dependent upon successful completion of the warranty service evaluation.

The vendor shall respond to various on-site service requests throughout the entire state of Kentucky within eight (8) working hours for all service requests. The technician must be a properly certified Premium Channel Partner technician certified by the manufacturer to provide service on equipment requesting service. If more than one (1) technician is responding to an on-site service request at least one (1) technician shall be certified by the manufacturer. Evaluation can occur on any day, Monday through Friday, at any time between 7:00am and 6:00pm Eastern Time, during the initial 90-day probationary period. Evaluation may also include testing call backs from service center, e-mail response times, time of delivery for parts, replacement and fix times, and skill level of your on-site and telephonic support staff.

If the vendor fails the support evaluation at any time during this initial 90-day probationary period, they may be terminated from the KETS approved vendor list.

20.050 Delivery and Installation

Standard Delivery or Shipment of Telephone System, handsets, and all components shall be provided standard at no additional charge to the customer. The vendor shall maintain or have available an inventory sufficient to make complete shipment and/or delivery of Telephone System(s) and all optional components purchased within 45 calendar days from the receipt of the purchase order.

Installation shall be priced separately to the customer with every KETS Telephone System purchased under the KETS contract in accordance with the Installation Hourly Labor Rate price provided. Installation shall be conducted at time of delivery of complete system and within 45 days from the receipt of the purchase order.

Installation includes:

1. Unpacking and un-crating all associated equipment
2. Mechanically and electronically installing and testing all hardware and associated handsets and/or components connected with the order

3. Making connection to the Purchaser provided peripheral equipment at the main distribution frame (MDF) connecting block
4. Making connection to the telephone company lines or the Purchaser provided station lines
5. Making connection of all power and signal cabling, handsets, and in all other respects making the equipment ready for cutover
6. Making re-connection of any utilities, equipment or appliances removed in the course of work, and replace all furniture, etc., moved for the performance of the work.
7. Cutting over from old phone system to new phone system to include training in the operational use, system features, and recognition of system malfunctions.

Installation includes Vendor immediately removing all cardboard boxes and packaging material from Purchasers facility after every installation. Bidders are not allowed to use purchasers loading dock, internal trash cans, external trash cans or hallways for trash. Trash shall be completely removed from the premises.

20.060 Mandatory Training

- End User Training
  Training shall be provided at no additional charge to the school district. School District should receive the following minimum hours training as standard with installation of every purchased telephone system:

  - Level 1 Telephone System 3 Hours +/- as required
  - Level 2 Telephone System 12 Hours +/- as required
  - Level 3 Telephone System 30 Hours +/- as required

The Vendor shall allow the district to customize the training hours into individual time allotments depending on their training requirements. Minimum telephone system training shall address all three training categories. The three (3) categories are:

- System Administration Training
- Console Training
- User Training

The Vendor shall furnish a trainer(s) who shall be responsible for insuring everyone is adequately trained during described training period. The district is responsible for insuring all personnel are in attendance for their appropriate training needs. Training shall include the following:

- Operational use of the system, system features, recognition of system malfunctions;
- Procedural instruction on required operations during power surges and system failures;
- Hands-on training on all report generation capabilities of the Telephone System;
- Handset training.

Each trainee shall receive appropriate Administrator, Console, and/or Operator manuals applicable to the training received.

Cutover: Vendor shall notify Purchaser when the system is ready for cutover however, Purchaser shall specify the date(s) for training and system cutover.

20.070 Equipment Manuals

All instruction, maintenance, and technical equipment manuals produced by the manufacturer describing the characteristics and/or operation of the equipment shall be identified and incorporated as part of the contract.

All manuals shall be furnished in paper or electronic media versions, or both, for all equipment purchased.

20.080 New Technology Availability

Vendor shall request to add to their contract any equipment to reflect advancements in technology afforded other clientele or in line with the industry. The contract holder shall furnish the Division of Material and Procurement with notice of any equipment additions as soon as available. Products must be added to the catalog prior to the ability of the Vendor to sell the equipment to Commonwealth agencies.

20.090 Distribution of Literature

Upon request, the contractor shall furnish descriptive literature, technical data, catalog of peripherals, and service information for items awarded.

20.100 Universal Service Funds

Vendor, manufacturer or contractor recognizes that all Kentucky schools and the Kentucky Department of Education are participating in the Universal Service Fund Program (E-Rate) and guarantees that any approved discounts for any product or service procured as a result of this contract, be honored throughout the whole life of this contract award including any and all extensions. In addition, contract holder will designate an internal employee who will work with the vendor's Single Point of Contact for this contract to assist school districts and KDE with USF compliance and issues.

Section 30
Terms and Conditions

30.000 Scope of Contract

This Master Agreement is for the purchase, delivery, and warranty of equipment for the Kentucky Education Technology System.

30.010 Contract Period

This contract will be for the initial period of two (2) years from the date of award.

This contract may be extended at the completion of the initial contract period for four (4) additional two-year periods. This extension must have the written approval of the vendor and the Division of Material and Procurement Services. The Commonwealth of Kentucky reserves the right to renegotiate any terms and/or conditions as may be necessary to meet requirements for the extended period. The vendor will be advised of any proposed revisions prior to the renewal periods. In the event proposed revisions cannot be agreed upon, either party shall have the right to withdraw without prejudice from either exercising the option or continuing the contract in an extended period.

30.020 Agencies To Be Served

This contract shall be for use by the Commonwealth of Kentucky for the following:

- **DEPARTMENT OF EDUCATION**
- **LOCAL SCHOOLS AND SCHOOL DISTRICTS**

Delivery of equipment shall be made only as authorized by receipt of an official purchase order as set forth in the contract provisions.

30.030 Basis of Price Quotations

Unless otherwise specified, the prices established by the contract shall be firm for the contract period. However, it does not preclude the buyer from negotiating a more advantageous price.

PRICE ADJUSTMENTS are subject to the following:

Price Decreases: The contract price shall be reduced to reflect any price decreases afforded other clientele. The contract holder is required to furnish the Division of Material and Procurement Services with notice of any price decreases, as soon as such decreases are available.

Price Increases: No price increase shall be allowed during the term of the contract. The price on the Master Agreement is the maximum allowable to be charged to a buyer except when price increases have been approved. All price increases shall require prior approval from the Division of Material and Procurement Services and KDE. If undue hardship results, the contract holder must request in writing that the contract be terminated thirty (30) days prior to the effective date. The Division of Material and Procurement Services may honor the request and the contract shall be terminated.

Extended Contract Periods: If contract renewal option is exercised, a price adjustment may be granted at that time in line with the industry.

30.040 Basis of Shipments

All unit prices shall be FOB Destination. The vendor shall be fully responsible for

all shipments and freight charges involved in delivery to the ordering entity.

30.050 Quantity Basis of Contract

Any and all quantities mentioned are purely estimates, and are not to be implied nor inferred as being guarantees. The State is obligated to buy only that quantity needed by its agencies during the term of the contract. Requirements may exceed the quantities shown and the contractor will be required to furnish all requirements shown on Delivery Orders dated during the life of the contract.

30.060 Reporting Based on Quantity

The contractor is required to furnish the Commonwealth with quarterly reports of how many units are sold per District. Reports must include at a minimum the model name and number, unit cost, date of purchase, PO number and District/School name for all units purchased from the KETS contract.

30.070 Delivery Time

The vendor shall maintain or have available an inventory sufficient to make shipment of the complete purchase order within 30 calendar days from the receipt of the purchase order. Those that don't supply 100% of items ordered within 30 calendar days of receipt of purchase order are subject to shipping penalties, contract suspension or termination. The 30 day clock starts on either (1) the day electronic or paper mail receipt of the district's purchase order by the vendor or (2) the date on the district's registered mail return receipt, whichever is sooner. Delivery time(s) in excess of thirty (30) calendar days after receipt of order may result in penalties, suspension or termination of contract.

Penalties. Delivery penalties will be applied at a rate of 5% for each 7-day calendar week for those products not delivered within 30 calendar days of receipt of purchase order.

Hardware Configuration. Vendor shall deliver all hardware with the exact configuration as specified by the District/School. However, the Commonwealth realizes the probability for human error to occur. Therefore, we expect a 95% annual accuracy for correct hardware and software configurations. There shall be a complaint desk at KDE and on our Web site so our customers can quickly document vendors that are failing to meet the requirements of the bid. The

Commonwealth will generate reports, which identify vendors that have failed to successfully deliver correct configuration of equipment for more than 5% of units shipped annually. Vendor's contracts can be suspended or terminated based upon these complaints and/or poor performance identified from the results of these reports.

30.080 Contract Category Discount Percentages

Category	Discount
Telephone System Hardware	35%
System & Applications Software	35%
Cards	35%
Telephone Sets	30%
Auto Attendant/Voice Mail	35%
Upgrades	25%
Documentation, Guides & Manuals	25%
Maintenance	25%
Miscellaneous Materials	25%
Installation Hourly Labor Rate	$150.00
Warranty Period MACs - PPS Hours	$150.00
Warranty Period MACs - Non-PPS Hours	$200.00

30.090 Addition or Deletion of Items

The Division of Material and Procurement Services reserves the right to add to any contract additional or new items. ONLY THE DIVISION OF MATERIAL AND PROCUREMENT SERVICES MAY ISSUE AUTHORIZATION FOR SUCH ADD-ON. The Division of Material and Procurement Services shall determine if any item usage warrants such an addition to a contract.

Should an addition be in agreement with the Division of Material and Procurement Services and the contractor, the Division of Material and Procurement Services shall issue a Modification to the Master Agreement. Until such time as the vendor receives the Modification, the vendor shall not accept any order from any agency for items not on the Master Agreement.

30.100 Items Other Than Contract Items

The vendor may accept orders only for items listed on contract. Any vendor that is found to accept and ship items other than those listed on their contract, against their Master Agreement number, risk cancellation of contract. Such shall not only be grounds for cancellation, but also removal of the vendor from the bid list.

30.110 Post Contract Meetings and Agreements

This contract shall constitute the entire agreement between the state and the vendor. Unless contractually provided, those authorized to use this contract shall not be required to enter into or sign further agreements, company orders or other documents to complete or initiate the terms of a contract. Any such documents so obtained shall be non-binding on the state and be cause for breach of contract.

The vendor shall meet with OET in Frankfort, KY on a quarterly basis. The vendor shall prepare a report on a quarterly basis and deliver it to OET in paper or electronic format. The vendor shall prepare to discuss and present report information as well as any contractual issues, successes, lessons learned, performance measurements, product information, and pricing.

The Commonwealth may periodically request review of invoices of KETS delivered equipment. When requested a KETS vendor shall provide actual purchase invoices from the manufacturer for hardware delivered over a specified period of time sold against their contract. The invoices will be used by the Commonwealth in calculating the percent of price over cost being applied to the schools of Kentucky.

30.120 Cancellation Clause

The Commonwealth may cancel the contract by giving written notice, 30 (thirty) days prior to the effective cancellation date. In the event such action is taken, the contract shall be null and void upon receipt of a Modification from the Division of Material and Procurement Services canceling the contract.

30.130 Orders & Payments

All purchase orders to the contractor shall be mailed to the order addresses stated on the Master Agreement, regardless of any differences stated by the sales representative or stated on the invoice.

30.140 Invoices

Invoices for items ordered, delivered and accepted by state agencies shall be submitted by the vendor directly to the agency receiving delivery, unless otherwise stated on the contract. Invoices for equipment provided to teachers shall be invoiced to them. All invoices shall show the Master Agreement number. Prices charged cannot exceed the contract price. The Commonwealth of Kentucky is only responsible for payment when the purchaser is a state agency.

30.150 Payment

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

Initial invoice period shall commence upon date accepted by the ordering agency. After equipment has been received and invoices submitted to the using agency, it shall be the responsibility of the using agency to make payment. Any questions concerning payment should be addressed to the ship-to agency listed on the agency purchase order. Do not submit invoices, past due statements, etc. to the Division of Material and Procurement Services.

30.160 Assignment

The Contractor shall not assign this Contract in whole or in part to another Contractor at any time during the initial or optional renewal terms of the contract. Any purported assignment shall be null and void.

30.170 Subcontracts

The awarded vendor shall make no contract with any other party for furnishing any of the commodities contracted herein. Should the Division of Material and

Procurement Services be provided evidence of the vendor making such an arrangement, the contract shall be immediately cancelled. This provision will not be taken as requiring the approval of contracts of employment between the bidder and personnel assigned for services hereunder.

30.180 Governing Law

This contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky and any litigation with respect to this contract shall be brought in state or federal court in Franklin County, Kentucky.

ALL PROVISIONS OF SOLICITATION, S-03452816, SHALL BE PART OF THIS CONTRACT.

Appendix A

Unique Circumstances for Contract Removal

Unique circumstances that would remove one Sales Agent and would allow another Sales Agent to be placed on the KETS Voice Hardware Contract.

1. **Sales Agent fails the 90-day probationary period.** During the 90-day support evaluation period, the newly awarded vendor shall be added to the KETS approved vendor list at which time they shall commence business with the Commonwealth of Kentucky. If however, the newly awarded vendor fails the service evaluation at anytime within the 90-day period, this vendor gets removed from the KETS approved vendor list at which time their contract is terminated. The Commonwealth may then select the next lowest bidder and begin the 90-day support evaluation and the process is repeated until a vendor passes all phases of testing or no other vendors are available to choose from. The Commonwealth shall not be obligated to pursue further contracts; however, they have the ability at their own discretion to do so.

2. **Sales Agent is removed or ceases to be a company that sells the original brand or future approved enterprise model of their bid.** If within 12 months of the award date a Sales Agent for some reason is removed from the contract, ceases to be a company that sells the brand on their original bid, or is no longer authorized by the manufacturer to sell, install **and** service the brand on their original bid, then Commonwealth can go to the next bidder in line. For example, if Sales Agent ABC sold Nortel and for some reason they were removed from the contract within the first 12 months, the next lowest bidder selling Nortel could go through the evaluation process. After this 12-month window, no vendors will be added without rebidding the entire contract.