

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

FOR: ALL USING AGENCIES OF THE COMMONWEALTH

SUBJECT: AGENCY NOTIFICATION OF AWARD

CONTRACT NAME: **Miscellaneous Telephone Equipment**CONTRACT PERIOD: **Beginning July 1, 1999 and Ending June 30, 2000**CONTRACT MANUAL INDICATOR: **M**
CONTRACT RESTRICTION CODE: **0**

FIELD PURCHASE ORDERS: Using agencies may issue field purchase orders against this contract. These orders constitute the contractor's authority to make delivery. All field purchase orders received by the contractor up to and including the expiration date of the contract are acceptable and must be shipped in accordance with the delivery time specified in the contract. Contractors are not permitted to accept field purchase orders which require deliveries extended beyond the delivery time specified in the contract. Each field purchase order will be deemed to incorporate the terms and conditions set forth in this contract.

Field purchase orders may be issued through electronic data interchange ("EDI") or through facsimile equipment. EDI will involve the electronic transmission of field purchase order information from the using agency via a Value Added Network ("VAN") and the acknowledgement of receipt of the transmission by the contractor. Receipt of the electronic or facsimile transmission of the field purchase order shall constitute receipt of an order. Orders received by the contractor after 4:00 p.m. will be considered received the following business day.

In the event of the issuance of a field purchase order through EDI, the Commonwealth and the contractor specifically agree as follows:

- a. Upon receipt of an order through EDI, the contractor shall promptly and properly transmit an acknowledgement in return. Any order which is issued through EDI shall not give rise to any obligation to deliver on the part of the contractor unless and until the Commonwealth agency transmitting the order has properly received an acknowledgement.
- b. The parties agree that no hand-written signature shall be required in order for the field purchase order to be legally enforceable. To the maximum extent permitted by law, the parties hereby define and adopt the confidential codes that they will affix or include on the order to the acknowledgement as any necessary "signature" that may be required by law. Any field purchase order or acknowledgement which contains or includes the confidential code shall be deemed for all purposes to have been "signed" and to constitute an "original" when printed from electronic files or records established and maintained in the normal course of business. Neither party shall disclose to any unauthorized person the "signatures" of the other party. The Commonwealth shall share its confidential code(s) after award of the contract.
- c. The parties agree that no writing shall be required in order to make the order legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine field purchase order or acknowledgement issued through EDI under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine field purchase order or acknowledgement issued through EDI, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of genuine field purchase orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the order or acknowledgement shall be deemed to be genuine for all purposes if: (a) it contains the proper access code assigned to the party from which the document appears to have originated, and (b) it is transmitted to the location designated for such documents in the procedure agreed to by the parties.

- d. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include retransmission of any such document if necessary.

ESTIMATED QUANTITIES: It shall be understood and agreed that any quantities listed in the proposal are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the supplies, equipment, and materials in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase items covered by this contract from another source if the price is lower than the contract price.

IDENTIFICATION NUMBER: The contractor's federal identification number must be typed in the designated space on the Field Purchase Order.

Supply IDENTIFICATION NUMBER: Each item shown on the Field Purchase Order must be identified by its complete Supply number.

TAXES: The Commonwealth is exempt from all Federal excise and transportation taxes, is exempt from the provisions of the Fair Trade Law, and is exempt from the Pennsylvania sale and use tax upon the purchase of tangible personal property. Registration number with the Internal Revenue Service is 23740001-K. Nothing in this paragraph is meant to exempt a construction contractor from the payment of sales or use tax required to be paid with respect to its construction contract.

ACCEPTANCE: Payment should not be construed by the awarded contractor as acceptance of equipment, goods, materials or supplies furnished under this contract. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after delivery, and to reject the equipment, goods, materials or supplies if such post-payment testing or inspection discloses a defect or a failure to meet specifications.

ASSIGNMENT OF ANTITRUST CLAIMS: Contractor and the Commonwealth recognize that in actual economic practice, overcharges by contractor's suppliers resulting from violations of State or Federal Antitrust Laws are in fact borne by the Commonwealth. As part of the consideration for the award of this contract, and intending to be legally bound, contractor assigns to the Commonwealth all right, title and interest in and to any claims contractor now has or may hereafter acquire under State or Federal Antitrust Laws relating to the goods or services which are the subject of this contract.

ORDERS UNDER \$1,500.00: For orders involving less than \$1,500.00, the Commonwealth will accept only a complete shipment of all items and a single invoice for the items.

OPTION TO EXTEND: The Commonwealth reserves the right to extend this contract or any part of this contract up to three (3) months. This should be utilized to prevent a lapse in contract coverage and only for the time necessary, up to three (3) months, to issue the new contract.

SHEET B

HI-TECH LIABILITY: The awarded vendor's liability to the Commonwealth under the contract shall be limited to the greater of one million dollars (\$1,000,000.00) or the total price for the products, software and/or services as shown on the purchase order or field purchase order. This limitation will apply, except as otherwise stated in this clause, regardless of the form of action, whether in contract or in tort including negligence. This limitation does not, however, apply to damages for bodily injury or damage to real property or tangible personal property for which the awarded vendor is legally liable, nor will the limitation apply to the awarded vendor's indemnity of the Commonwealth for patent, copyright or trademark infringement.

PRICE LISTS:

Price lists shall be delivered within ten (10) calendar days after request. A list of Commonwealth agencies is available upon request after notification of award. These price lists shall incur no additional cost to the Commonwealth or its agencies. Failure to comply with this provision may result in termination of contract.

Specification data sheets and brochures are necessary, in many cases, so that Agency personnel may determine if a specific equipment item meets the needs of the Agency.

EQUIPMENT REQUIREMENTS :

ALL SETS SHALL BE INDIVIDUALLY BOXED WHEN DELIVERED.

All desks sets shall be equipped with standard length full modular spring receiver cords and full modular four conductor straight mounting cords with a minimum length of fourteen (14) feet.

All wall mounted phones shall have standard spring cords.

Speakerphones shall be equipped with a minimum seven (7) foot modular plug for connection cord. Speakerphones shall be delivered with standard connection terminals as cited on the Field Purchase Order.

- A) Single Line Connection: #USOX-RJ-11C for Single Line Sets
- B) Multi-Line Connection: #USOC-RJ-35X for Multi-Line Sets

Equipment Color Preference: Ash; Beige.

DELIVERY REQUIREMENTS :

All deliveries shall be F.O.B. Destination to any Using Agency within the Commonwealth of Pennsylvania. All articles ordered from this contract shall be delivered within a reasonable time, not to exceed thirty (30) calendar days after receipt of order unless otherwise agreed to, in writing, by the Department of General Services.

All deliveries against the contract shall be securely packaged so as to avoid breakage or damage in accordance with standard industry practice.

All equipment deliveries will be inside delivery to the address shown on the Field Purchase Order. No outside or curbside deliveries will be accepted.

MINIMUM ORDER :

The minimum order under this contract shall be \$400.00.

WARRANTY COVERAGE :

Warranty Coverage shall include the following:

- A) The contractor warrants that all equipment will perform in accordance with published specifications and shall be free from defects in materials and workmanship for a period of one (1) year from date of acceptance by Using Agency. Warranty shall cover both parts and labor.
- B) During the warranty period, vendor agrees to repair or replace any defective part or parts without charge to the using agency. All parts removed shall become the property of the vendor.

OPTION TO RENEW: The contract or any part of the contract may be renewed for four (4) additional one (1) year terms by mutual agreement between the Commonwealth and the Contractor(s). If the Contract is renewed, the same terms and conditions shall apply. If this Contract is renewed for another year, a new performance bond, or a rider supplementing the original bond will be required for the extended period.

UPDATE OPTION AND APPLICATION : The awarded vendor may add, delete, or substitute items in their product line at any time without prior approval of the Commonwealth. New products must meet the category requirements of this bid, and must be offered at the same discount from the price list.

At no time are awarded vendors allowed to unilaterally change the products or prices on contract. Approval must be granted by the Bureau of Purchases. Orders will be monitored to ensure compliance.

ESCALATION: Prices bid on this contract will be firm for the initial contract period. In event of extension under the renewal option, awarded vendors may submit new catalog price lists for the ensuing contract period. It is understood and agreed that the Commonwealth is to receive the benefit of any price reductions at any time during the contract.

NOTE TO ALL BIDDERS: All discounts shall remain firm for the length of contract. Prices bid must remain firm for the entire contract period, except as shown herein.

ITEMS COVERED BY THE CONTRACT INCLUDE THE FOLLOWING:

1. Series of single line telephones with and without tap buttons & message waiting in a variety of colors. Examples: wall, desk telephones.

2. Series of elevator telephones for a variety of different applications and elevator models.
3. Series of 1A2 telephones and common associated equipment.
4. Series of single line analog feature telephones (except item five (5) listed below).
5. Series of analog feature Nortel M8000 and M9000 telephones.
6. Series of analog feature two, three and/or four line telephones.
7. Series of ISDN terminal equipment that supports National ISDN for Lucent, Nortel and Siemen switches.
8. Series of ISDN mounting racks, terminating units, circuit packs and associated equipment.
9. Series of Nortel M5000 Meridian Business Telephones, add-on module and associated accessories. (the M5000 Meridian Business Telephone that functions only on Nortel DMS central office Centrex switches)
10. Remanufactured as new, manufacturer discontinued models of Nortel M5009, M5209, M5112, M5312 telephones, and M518 & M536 add-on modules. These telephones only function on Nortel DMS central office Centrex switches.
11. Series of cordless telephones including 900 MHz models.
12. Series of KSU-less telephones and accessories.
13. Series of telephone headsets and replacement accessories.
14. Miscellaneous telephone equipment and accessories. Examples: handset-hard of hearing, in-line amplifier, and variety lengths/variety conductors of line cords, variety lengths of patch cords and workstation products.
15. Miscellaneous telephone accessories. Examples: shoulder rests, telephone stands, twisstop (allows handset to rotate without tangling cord)
16. Miscellaneous telephone equipment. Examples: line status monitor system (visual status of telephone stations)
17. Miscellaneous telephone accessories. Examples: modular "T" adapters, in-line couplers, and variety of modular extension cords
18. Series of emergency telephones & associated accessories, and weatherproof telephones and associated accessories.
19. Series of stand-alone answering machines.
20. Series of telecommunications devices for the deaf (TDD) equipment for use by the hearing and/or speech impaired and associated accessories to include the hard-wired unit for payphones.
21. Series of full duplex conference telephones and associated accessories. Example: Polycom.
22. Series of paging equipment to build a paging system. (variety of the following: speakers, horns, interfaces, bells, AM/FM tuners, desk paging microphones, amplifiers, zone page adapters, power supply's, etc.)
23. Series of accessories to Meridian Digital Centrex enhancements. Examples: loud industrial ringers, ringer matrices, party line products
24. Series of Meridian Digital Centrex Call Center Solutions.
25. Series of Centrex Automated Attendant systems.
26. Series of Automated Attendant equipment to interface with different systems. Examples of different systems: Automatic Call Distributor (ACD), Uniform Call Distributor (UCD), Electronic Key Systems & Electronic Private Branch eXchange (EPBX's).
27. Series of Centrex call processing systems, consoles, telephones, interfaces, ISDN terminal equipment and all associated auxiliary equipment. Example: Tone Commander.
28. Automatic Call Distributor (ACD) Call Centers with computer telephone integration (CTI) solutions for locations with multiple geographically dispersed call centers. An Electronic Private Branch eXchange (EPBX) solution is not desired (Use Contract 5805-56).
29. Series of remanufactured as new, manufacturer discontinued Mitel Radicall Set Handler equipment (used with Centrex service)
30. Series of new Executone Integrated Digital System (IDS) IDS 42, IDS 84, IDS 108, IDS 228 components. Component examples: telephones, consoles, variety of cards. (components for replacements and/or additions to installed Commonwealth agency Electronic Key Telephone Systems, installed on prior Electronic Key Telephone Systems Contract number 5805-55 ONLY. Agencies can not build a new Electronic Key Telephone System from this component contract.
31. Series of remanufactured as new NEC Electra 6/16 Electronic Telephone System, NEC Electra 16/48 Electronic Key Telephone System, NEC Electra Mark II Electronic Key Telephone System components. Component examples: telephones, consoles, variety of cards. (components for replacements and/or additions to installed Commonwealth agency Electronic Key Telephone Systems, installed on prior Electronic Key Telephone Systems Contract number 5805-55 ONLY)
32. Series of remanufactured as new Norstar Electronic Key Telephone System components. Component examples: telephones, consoles, variety of cards. (components for replacements and/or additions to installed Commonwealth agency Electronic Key Telephone Systems, installed on prior Electronic Key Telephone Systems Contract number 5805-55 ONLY)
33. Series of remanufactured as new Toshiba Electronic Key Telephone System components for the line of Strata's Dk8, DK14, DK16, DK40, DK280 & DK424. Component examples: telephones, consoles, variety of cards. (components for replacements and/or additions to installed Commonwealth agency Electronic Key Telephone Systems, installed on prior Electronic Key Telephone Systems Contract number 5805-55 ONLY)

34. Series of remanufactured as new Intel-Tel (former Premier) Electronic Key Telephone System components. Component examples: telephones, consoles, variety of cards. (components for replacements and/or additions to installed Commonwealth agency Electronic Key Telephone Systems, installed on prior Electronic Key Telephone Systems Contract number 5805-55 ONLY)
35. Series of remanufactured as new NEAX 2400 IMX & NEAX 2400 ICS Electronic Private Branch eXchange (EPBX) components. Component examples: telephones, consoles, variety of cards. (components for replacements and/or additions to installed Commonwealth agency EPBX installed on prior Request for Proposal's of EPBX's)
36. Series of remanufactured as new Harris 2020 Electronic Private Branch eXchange (EPBX) components. Component examples: telephones, consoles, variety of cards. (components for replacements and/or additions to installed Commonwealth agency EPBX installed on prior Request for Proposal's of EPBX's)
37. Series of remanufactured as new Lucent System 75 Electronic Private Branch eXchange (EPBX) components. Component examples: telephones, consoles, variety of cards. (components for replacements and/or additions to installed Commonwealth agency EPBX installed on prior Request for Proposal's of EPBX's)
38. Series of remanufactured as new SL1-MS and SL1-RT Electronic Private Branch eXchange (EPBX) components. Component examples: telephones, consoles, variety of cards. (components for replacements and/or additions to installed Commonwealth agency EPBX installed on prior Request for Proposal's of EPBX's)

EXCLUDED ITEMS:

Should any vendor or agency have a question as to whether or not an item is included; check the list of excluded items. If the item is on the excluded items list, or if the item is available on another contract, it is **NOT** part of this Contract. The following is a partial list of excluded items:

1. All Electronic Key Systems other than the components for replacements and/or additions listed in this bid. Contract 5805-55 is the only contract used for new turnkey systems.
2. All Electronic Private Branch eXchange (EPBX)/Servers other than the components for replacements and/or additions listed in this bid. Contract 5805-56 is the only contract used for new turnkey systems.
3. All Voice Processing/ Voice Mail Systems. Contracts 5805-55, 5805-56 and 5805-57 are the Contracts to use for new and additions to Voice Processing systems.
4. Cellular Telephones and Pagers.

INQUIRIES:

Direct all technical questions regarding equipment on this contract to:

Department of General Services
Telecommunications Specialists
Attn: Georgia Baer
Telephone: (717) 787-9688

Direct all questions concerning this contract to:

Joseph P. Gluvna, Buyer
Bureau of Purchases
414 North Office Building
Harrisburg PA 17125
Telephone: (717) 783-0257

GARY E. CROWELL
SECRETARY OF GENERAL SERVICES

CONTRACTOR LIST

The contractor(s) identified by an "X" in the Act 57 column has agreed to sell the awarded item(s) at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to local public procurement units which elect to participate in the contract. A "local public procurement unit" is defined as: any political subdivision; public authority; educational, health, or other institution; and to the extent provided by law, any other entity, including a council of governments or an area government; nonprofit fire, rescue, or ambulance company; and any nonprofit corporation operating a charitable hospital. Unless otherwise specified below, payment terms are Net 30 days.

ACT 57	CONTRACTOR #/FIN	SUFFIX	CONTRACTOR NAME/ADDRESS	TELEPHONE NO.	FAX NO.	CONTACT PERSON & E-MAIL ADDRESS
X	13-0794380	001	Graybar Electric Company Inc 1039 South 13 th St Harrisburg PA 17104	717-238-7303	717-238-7718	James L Moore
X	36-2361285		Attn: Louis Hauser Anixter Inc 1800 Linglestown Road Haarrisburg PA 17110	800-551-6491	717-232-6302	Louis Hauser Andy Armstrong louis.hauser@anixter.com
X	23-2338085		ECS Communication Group Inc d/b/a Executone Communications Systems 2929 Gettysburg Road Suite 2 Camp Hill PA 17011	800-372-4600	717-299-0065	Harry Warren ecsinfo@executonepa.com
X	22-3408857		Attn: Tim Luce Lucent Technologies Inc 219 South 10 th St Lemoyne PA 17043	717-303-4063	717-303-4015	Tim Luce tluce@lucent.com
x	31-4359937		Attn: Corey Bolt Alltel Supply Inc 6625 The Corners Parkway Norcross GA 30092	800-533-3161	770-446-0420	Corey Bolt ext 531 asi.quotes@alltel.com
X	23-2338644		Bell Atlantic Teleproducts Corp 400 Brandywine Parkway West Chester PA 19380	610-918-2347	610-918-2338	Vicki Loper victoria.c.loper@bellatlantic.com
X	04-3058426		Teloquent Comuncations Corp 4 Federal St Billerica MA 01821-3594	978-671-5211	978-663-7543	Arnold Silva asilva@teloquent.com

ACT 57	CONTRACTOR #/FIN	SUFFIX	CONTRACTOR NAME/ADDRESS	TELEPHONE NO.	FAX NO.	CONTACT PERSON & E-MAIL ADDRESS
X	23-2181689		Attn: Michael A Rogin PhoneAmerica Corporation 70 West Lancaster Ave Malvern PA 19355	800-836-3601	610-296-2863	Mike Rogin mrogin@phoneam.com
X	38-3386182		Telesource Services LLC c/o Becky McKinnon 1450 Highwood East Pontiac MI 48340	800-525-4300	248-335-0470	Rebecca McKinnon bmckinnon@tsrc.com

ITEM NO.	COMMODITY CODE NO.	DESCRIPTION	Price List Id & Date	Pct Discount from list	Vendor FIN
1	5805-0320-005	Plantronics Inc - NEW	Plantronics Distributor Price List 11/98A	43%	13-0794380
2	5805-0320-010	GN Netcom Inc - NEW	GN Netcom Price List 1999	47%	13-0794380
3	5805-0320-015	Ortronics - NEW	PLD 3/99	39%	36-2361285
4	5805-0320-020	Viking Electronics Inc - NEW	1969-1999	10%	31-4359937
5	5805-0320-025	Nortel North American - NEW	10/19/98	15%	23-2338644
6	5805-0320-030	Lucent Technologies - NEW	5/1/99	5%	23-2338644
7	5805-0320-035	Fujitsu Network Communications Inc - NEW	no date listed	38%	23-2338644
8	5805-0320-040	Ultratec - NEW	Ultratec Catalog 1998	18%	13-0794380
9	5805-0320-045	Toshiba America Information Systems - NEW	GSA Schedule GS35F1200D 5-1-96 - 9-30-2000	10%	23-2181689
10	5805-0320-050	Executone Information Systems Inc - NEW	Executone 12/23/98	0	23-2338085
11	5805-0320-055	CEECO - NEW	1999 Price Book	4.5%	31-4359937
12	5805-0320-060	GAI-Tronics Corp - NEW	GAI-Tronics Price List 1999	16%	13-0794380

ITEM NO.	COMMODITY CODE NO.	DESCRIPTION	Price List Id & Date	Pct Discount from list	Vendor FIN
13	5805-0320-065	NICE Systems CCD Ltd - NEW	9904 - 1999	15%	22-3408857
14	5805-0320-070	Teloquent Communications - NEW	1999 Price List 1/1/99	0	04-3058426
15	5805-0320-075	Polycom Inc - NEW	North American Price List 6-24-98	40%	13-0794380
16	5805-0320-080	CORTELCO International Inc - NEW	Jan 1998	15%	13-0794380
17	5805-0320-085	Comdial - NEW	Jan -June 1999	8%	13-0794380
18	5805-0320-090	Bogen - NEW	Dealer Price Sheet 1608 6+ column	6%	13-0794380
19	5805-0320-095	Tone Commander - NEW	Sugg Retail Price List March 1999	29%	13-0794380
20	5805-0320-100	Valcom - NEW	Prod. Summary & Price List 1/99	6%	13-0794380
21	5805-0320-105	Panasonic - NEW	1999 Panasonic Consumer Electronics Co 6/1/99	10%	23-2338644
22	5805-0320-110	Nortel North American REFURBISHED	Selected Current Values	0	38-3386812

Contract Number: #5805-03
Change Number #1
Change Effective Date: IMMEDIATELY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: ALL USING AGENCIES OF THE COMMONWEALTH
Subject: Miscellaneous Telephone Equipment
Contract Period: Effective date of 07/01/99 and Termination date of 06/30/00
Buyer Name: B66 Joseph Gluvna

CHANGE SUMMARY:

Change contact person for Bell Atlantic Teleproducts to Jean Beecher, telephone number 800-290-6630, fax number 610-918-0438.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.

GARY E. CROWELL
SECRETARY OF GENERAL SERVICES

Contract Number: #5805-03
Change Number #2
Change Effective Date:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: ALL USING AGENCIES OF THE COMMONWEALTH
Subject: Miscellaneous Telephone Equipment
Contract Period: Effective date of 07/01/99 and Termination date of 06/30/00
Buyer Name: B66 Joseph Gluvna

CHANGE SUMMARY:

The Lucent Technologies 1145 B1 Bulk Power series has been discontinued and has been replaced with the PowerRack 300 package. This product requires use of the Lucent NT1B300 network termination unit.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.

GARY E. CROWELL
SECRETARY OF GENERAL SERVICES

Contract Number: #5805-03
Change Number #3
Change Effective Date:

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: ALL USING AGENCIES OF THE COMMONWEALTH
Subject: Miscellaneous Telephone Equipment
Contract Period: Effective date of 07/01/99 and Termination date of 06/30/00
Buyer Name: B66 Joseph Gluvna

CHANGE SUMMARY:

In accordance with the Option to Renew Clause and by mutual agreement with the awarded vendors, Contract 5805-03 is renewed for one year from 7/1/00 through 6/30/01 for all vendors except Lucent Technologies FIN 22-3408857, vendor for NICE Systems CCD Ltd equipment item 13, commodity code 5805-0320-065.

Teloquent Communcations Inc., FIN 04-3058426, item 14 Commodity Code 5805-0320-080 has updated its price list dated 2/21/00 replacing price list dated 1/1/99

Effective January 31, 2000, Contractor ALLTEL Supply has changed its name to ALLTEL Communications Products Inc and has moved to a new address 13560 Morris Road, One ALLTEL Center, Alpharetta GA 30004 Contact person is changed to Charles A Pinney phone 678-351-8465, fax number 678-351-8400

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.

GARY E. CROWELL
SECRETARY OF GENERAL SERVICES

Contract Number: #5805-03
Change Number #4
Change Effective Date: IMMEDIATELY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: ALL USING AGENCIES OF THE COMMONWEALTH
Subject: Miscellaneous Telephone Equipment
Contract Period: Effective date of 07/01/99 and Termination date of 06/30/00 Renewed through 6/30/01
Buyer Name: B66 Joseph Gluvna

CHANGE SUMMARY:

Effective August 1, 2000, Bell Atlantic Teleproducts Corp. name was changed to Verizon Teleproducts Corp. No change in FIN# 23-86344 or address.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.

GARY E. CROWELL
SECRETARY OF GENERAL SERVICES

Contract Number 5805-03
Change Number: 5
Change Effective Date :

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: ALL USING AGENCIES OF THE COMMONWEALTH

Subject: Miscellaneous Telephone Equipment

Contract Period: Effective date of 7/1`/99 and Termination date of 6/30/00 Renewed through 6/30/01

Buyer Name: 66/Joseph Gluvna/717-783-0257 jgluvna@state.pa.us

CHANGE SUMMARY:

In accordance with the OPTION TO RENEW clause and by mutual agreement with the awarded vendors, Contract 5805-03 is renewed for an additional one (1) year period from 7/1/01 through 6/30/02 for all vendors except Teloquent Communications Corp FIN # 04-3058426 vendor for Item 14, Commodity Code 5805-0320-070 and Alltel Communications Products FIN # 31-4359937, vendor for Item 4, commodity Code 5805-0320-020 and Item 11, Commodity Code 5805-0320-055.

PhoneAmerica Corporation FIN # 23-2181689 has changed its address to 8 Bacton Hill Road, Fraser PA 19355, Contact person is Charles Reimel phone 610-296-2850 ext 216, e-mail reimel@phoneam.com
Fax number remains the same 610-296-2863.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.

GARY E. CROWELL
SECRETARY OF GENERAL SERVICES

Contract Number: 5805-03
Change Number: 6
Change Effective Date : 4/24/02

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All Using Agencies of the Commonwealth
Subject: Miscellaneous Telephone Equipment
Contract Period: Effective date of 7/1/99 and Termination date of 6/30/01 Renewed through 6/30/02
Buyer Name: Joseph Gluvna

CHANGE SUMMARY:

In accordance with the OPTION TO RENEW clause and by mutual agreement with the awarded vendors, Contract 5805-03 is hereby renewed for an additional one (1) year period through June 30, 2003.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.

Contract Number: 5805-03
Change Number: 7
Change Effective Date : 5/9/02

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All Using Agencies of the Commonwealth
Subject: Miscellaneous Telephone Equipment
Contract Period: Effective date of 7/1/99 and Expiration date of 6/30/01 Renewed through 6/30/2003
Buyer Name: Joseph Gluvna

CHANGE SUMMARY:

Reference line item 10, commodity code 5805-0320-050 Executone Information Systems Inc. Change vendor name to E-comm Communications Group. Vendor has updated its price list by adding additional products, repricing certain product and deleting others. Price list modification is dated March 1, 2002.

E-comm Communications Systems Corp
2929 Gettysburg Road Suite 2
Camp Hill PA 17011

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT NOT CHANGED BY THIS CHANGE NOTICE REMAIN AS ORIGINALLY WRITTEN.

Contract Number: 5805-03
Change Number: 8
Change Effective Date : 5/20/02

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

For: All Using Agencies of the Commonwealth
Subject: Miscellaneous Telephone Equipment
Contract Period: Effective date of 7/1/99 and Termination date of 6/30/01 Renewed through 6/30/03
Buyer Name: Joseph Gluvna

CHANGE SUMMARY:

Reference Line Item 12 Commodity Code 5805-0320-060, change price list date to 5/2001.

Reference Line Item 16 Commodity Code 5805-0320-080, change price list date to 2001.

Reference Line Item 5 Commodity Code 5805-0320-025, Verizon Teleproducts Corp has updated its price list for Nortel/Aastra Products. Models M900DSS, M9516, VENTANS, and VENTEFA have been discontinued without replacement. New Model M1004, list price \$44.95 replaces Model M8003. New Model M9316CW, list price \$199.95 replaces Model M9316. New Model M9417CW, list price \$244.95 replaces Model M9417.

ALL OTHER TERMS AND CONDITIONS OF THIS AGREEMENT WHICH ARE NOT CHANGED BY THIS AMENDMENT REMAIN IN FULL FORCE AND EFFECT.