Commonwealth of Virginia
Virginia Information Technologies Agency

# VA-050322-N100

# TELECOMMUNICATIONS CABLING SERVICES

## Optional Use Contract for State Agencies

| | |
|---|---|
| Date: | February 18, 2010 |
| Contract #: | See Attached |
| Authorized Users: | Virginia State Agencies, Institutions and Public Bodies as defined in the Virginia Public Procurement Act |
| Contractor: | NET100, LTD<br>5000 Cox Road<br>Suite 160<br>Glen Allen, VA 23060 |
| Contact Person: | Corby Hicks<br>Phone: 804-346-1986<br>Fax: 804-346-1987<br>Email: chicks@net100ltd.com |
| FIN: | 54-1514882 |
| Term: | March 22, 2009 – March 21, 2010 |

For Additional Information, Please Contact:

Virginia Information Technologies Agency
Supply Chain Management

Doug Leslie
Strategic Sourcing Specialist
Phone: 804-416-6161
E-Mail: doug.leslie@vita.virginia.gov
Fax: 804-416-6361

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or services for their personal use from this Contract.

For updates, please visit our Website at http://www.vita.virginia.gov/procurement/contracts.cfm

**VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA):** Prior review and approval by VITA for purchases in excess of $100,000.00 is required for State Agencies and Institutions only.

**VA-050322-N100**

EXTRACT CHANGE LOG

| Change No. | Description of Change | Effective Date |
|---|---|---|
| 1 | Mod 1 extends contract term | 3/22/07 |
| 2 | Mod 3 extends contract term | 3/22/08 |
| 3 | Mod 4 incorporates updated IFA language into contract terms | 8/20/08 |
| 4 | Extends contract term | 3/22/09 |
| 5 | Updates VITA's contact information | 2/18/10 |
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**VA-050322-N100**

## SERVICE AREA
## FREDERICKSBURG

**Includes the following Cities & Counties:**
Caroline, Essex, Gloucester, King George, King & Queen, King William, Lancaster, Mathews, Middlesex, Northumberland, Richmond, Spotsylvania, Stafford, Westmoreland, City of Fredericksburg

## SERVICE AREA
## HAMPTON ROADS

**Includes the following Cities & Counties:**
Accomack, Greensville, Isle of Wight, James City, City of Suffolk, Northampton, Southampton, Surry, Sussex, York, City of Chesapeake, City of Emporia, City of Franklin, City of Hampton, City of Newport News, City of Norfolk, City of Poquoson, City of Portsmouth, City of Virginia Beach & the City of Williamsburg

## SERVICE AREA
## RICHMOND

**Includes the following Cities & Counties:**
Amelia, Brunswick, Charles City, Chesterfield, Dinwiddie, Goochland, Hanover, Henrico, Lunenburg, Mecklenburg, NewKent, Nottoway, Powhatan, Prince George, City of ColonialHeights, City of Hopewell, City of Petersburg, City of Richmond

## SERVICE AREA
## STAUNTON

**Includes the following Cities & Counties:**
Alleghany, Augusta, Bath, Clarke, Frederick, Highland, Page, Rockbridge, Rockingham, Shenandoah, Warren, City of Buena Vista, City of Covington, City of Harrisonburg, City of Lexington, City of Staunton, City of Waynesboro, City of Winchester

# COMMONWEALTH *of* VIRGINIA

CIO of the Commonwealth
Email: lem.stewart@vita.virginia.gov
Lemuel C. Stewart, Jr.

**VIRGINIA INFORMATION TECHNOLOGIES AGENCY**
**11751 Meadowville Lane**
**Chester, VA 23836**
**(804) 416-6100**

TDD VOICE -TEL. NO.
711

March 18, 2009

VIA EMAIL

**TO: Net 100 Ltd**

**RE: VA-050322-N100**

In accordance with Section 42 of the above referenced contract, entitled "Term" please consider this correspondence your notification of the Commonwealth's extension of the above referenced contract.

The expiration of the agreement is now extended to March 21, 2010.

Regards,

Digitally signed by John Tackley
DN: cn=John Tackley, c=US, o=Supply Chain Management, ou=Virginia Information Technologies Agency, email=John.Tackley@vita.virginia.gov
Reason: On behalf of the Commonwealth of Virginia
Location: Chester VA 23836
Date: 2009.03.18 09:32:27 -04'00'

John Tackley
VITA/Supply Chain Management

c: contract file

**MODIFICATION # 4**
**TO**
**CONTRACT NUMBER VA-050322-N100**
**BETWEEN THE**
**COMMONWEALTH OF VIRGINIA**
**AND**
**NET 100 LTD**

This MODIFICATION # 4 is an Agreement between the Commonwealth of Virginia, hereinafter referred to as "Commonwealth," and NET 100 LTD, hereinafter referred to as "Contractor."

Reference Contract VA-050322-N100, Page C-12 of C-14, Para 48 entitled "Industrial Funding Adjustment" and Page C-3 of C-14, Para 9 entitled "Modifications".

Both Commonwealth and Contractor do hereby agree to replace the language of Para 48 of the Contract with the following revised language effective as of the date signed by Contractor below.

**"Supplier's Report of Sales and Industrial Funding Adjustment**
By the 10th day of every month, the Supplier shall submit the "Supplier Monthly Report of Sales". A template showing the format in which the report is to be submitted and contact information for submission is available at http://www.vita.virginia.gov/scm/default.aspx?id=4450 under "Supplier Reporting". The report shall be submitted via electronic mail to the VITA IFA Coordinator and shall report total sales (defined for purposes of this report as all invoiced payments received by Supplier from all Authorized Users) for this Contract during the preceding month. Supplier shall be responsible for submitting the monthly report of sales even if Supplier has had no sales (i.e., a $0.00 total sales value) for the reporting period.

The Supplier shall submit the Industrial Funding Adjustment (IFA) payment for the period covered by such "Supplier Monthly Report of Sales" within thirty (30) days after submitting the "Supplier Monthly Report of Sales". The IFA payment is equal to two percent (2%) of total sales reported during the relevant month.

The IFA payment shall be submitted to VITA, Attention VITA Controller in the form of a check or electronic payment, made payable to the Treasurer of Virginia. The IFA payment shall reference this Contract number, "report amounts", and "report period" and shall be accompanied by a copy of the relevant "Supplier Monthly Report of Sales". Contact information for submission of IFA payments is available at http://www.vita.virginia.gov/scm/default.aspx?id=4450 under "Supplier Reporting".

Failure to comply with reporting, payment and distribution requirements of this section may result in default of the Contract."

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

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

| NET 100, LTD | COMMONWEALTH OF VIRGINIA |
|---|---|
| BY: J. Bryant Childress | BY: Doug Crenshaw |
| NAME: JB Childress | NAME: Doug Crenshaw |
| TITLE: Branch Manager | TITLE: Survey manager |
| DATE: 8/19/08 | DATE: 8/21/08 |

**MODIFICATION #3**
**TO**
**CONTRACT NUMBER VA-050322-N100**
**BETWEEN THE**
**COMMONWEALTH OF VIRGINIA**
**AND**
**NET100, LTD**

This MODIFICATION #3 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and NET100 LTD, hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #3 is hereby incorporated into and made an integral part of Contract VA-050322-N100, as modified.

Both of the above referenced parties agree to the following:

**Reference: Page C-11 of C-14, Paragraph 42 entitled "Term":**

The term of Contract VA-050322-N100 shall be extended from March 22, 2008 through March 21, 2009.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-050322-N100 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.**

| NET100 LTD | COMMONWEALTH OF VIRGINIA |
|---|---|
| BY: J.B. Childers | BY: Douglas Crenshaw |
| NAME: J. B. Childress | NAME: Douglas Crenshaw |
| TITLE: Branch Manager | TITLE: Strategic Sourcing Manager |
| DATE: 2/15/08 | DATE: 2/28/08 |

**MODIFICATION #1**
**TO**
**CONTRACT NUMBER VA-050322-N100**
**BETWEEN THE**
**COMMONWEALTH OF VIRGINIA**
**AND**
**NET100, LTD**

This MODIFICATION #1 is an agreement between the Commonwealth of Virginia, hereinafter referred to as "State" or "Commonwealth" or "VITA" (Virginia Information Technologies Agency), and NET100, LTD, hereinafter referred to as "Contractor" relating to the modification of the above contract. This Modification #1 is hereby incorporated into and made an integral part of Contract VA-050322-NET100, LTD, as modified.

Both of the above referenced parties agree to the following:

**Reference: Page C-11 of C-14, paragraph 42, entitled "Term" and Page C-3 of C-14 entitled "Modification":**

The term of Contract VA-050322-N100 shall be extended from March 22, 2007 through March 21, 2008.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-050322-N100 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.**

| NET100, LTD | COMMONWEALTH OF VIRGINIA |
|---|---|
| BY: [signature] | BY: [signature] |
| NAME: William J.E. Pass | NAME: Doug Crenshaw |
| TITLE: Vice President | TITLE: Strategic Sourcing Manager |
| DATE: 02-21-07 | DATE: 2/22/07 |

Virginia Information Technologies Agency

expect the best

SUPPLY CHAIN MANAGEMENT (SCM)

# SOLICITATION - OFFER -and- AWARD

**Information Technology / Telecommunications Cabling Services and Associated Products**
**Invitation for Bid (IFB)**

| Contract #: | IFB #: | Date Issued: | Date Due: | APR #: | Approval #: |
|---|---|---|---|---|---|
| VA-050302-N100 | 2005-020 | Feb. 17, 2005 | March 10, 2005 | 05-015 | |

For Information, please e-mail or call: Doug Leslie: doug.leslie@vita.virginia.gov, -or- (804) 371-5213

| ISSUING OFFICE: | SHIP TO: |
|---|---|
| Virginia Information Technologies Agency<br>Supply Chain Management Directorate<br>110 S. 7th Street, East Lobby<br>Richmond, VA 23219-9300 | "Authorized Users" including any public body as defined by §2.2-4301 (5) of the Code of Virginia and all other public bodies as referenced in §2.2-4304 of the Code of Virginia |

## SOLICITATION

Sealed Bids for furnishing the Products and Services set forth in the schedule, will be returned to the Issuing Office. Please provide an original and 1 copy. If hand carried, deliver to the SCM receptionist located in the East Lobby of the address indicated. Bids must be received prior to 2:00 PM local time on the Date Due indicated above. Please read and understand the attached Solicitation Instructions.

This is an advertised solicitation consisting of (1) the Schedule of Products and/or Services, pages 2 through 6; (2) the Solicitation Instructions, pages S-1 Through S-3; (3) the Contractual Terms and Conditions, pages C-1 through C-14; (4) Attachments "A", "B" and "C"; and other provisions, representations, certifications or specifications as are attached or incorporated herein by reference. Bids will be publicly opened at: 2:10 p.m., local time March 10, 2005, in the SCM Conference Room, 110 South 7th Street, Lobby Floor.

**Issued by:**
*Doug Leslie, RCDD*
*Senior Sourcing Consultant*
*SCM Integrated Sourcing*

## OFFER

In compliance with the Terms and Conditions set forth in this solicitation, the undersigned agrees, if this offer is accepted within 90 days from the date due above, to furnish any or all Bid Items awarded at the prices offered in the Schedule, delivered to the Ship To address above within the time specified in the Schedule.

| CONTRACTOR's FIN: 54-1514882 | BILL TO: |
|---|---|
| Co. Name: NET100, Ltd.<br>Address: 5000 Cox Road, Suite 160<br>City/State/ZIP: 23060<br>Signature: Corby Hicks<br>Print Name: Corby Hicks<br>Title: Business Development Manager<br>E-mail: chicks@net100ltd.com<br>VOICE# / FAX#: 804.346.1986 / 804.346.1987 | "Authorized Users" including any public body as defined by §2.2-4301 (5) of the Code of Virginia and all other public bodies as referenced in §2.2-4304 of the Code of Virginia |

## AWARD

| Accepted as to Bid Item numbers: | AMOUNT: | AWARD DATE: |
|---|---|---|
| ALL ITEMS (1-72); LIMITED TO SERVICE DISTRICT(S) IDENTIFIED IN ATTACHMENT 1. | PER ORDER | 03/23/2005 |
| *Commonwealth's Representative:* | *COMMONWEALTH of VIRGINIA* | PAGE: |
| Susan Woolley<br>Director, Supply Chain Management | By: Susan Woolley | 1 -of- 6 |

Form 62 Rev. 2/10/2004

# COMMONWEALTH *of* VIRGINIA

Lemuel C. Stewart, Jr.
CIO of the Commonwealth
Email: lem.stewart@vita.virginia.gov

**VIRGINIA INFORMATION TECHNOLOGIES AGENCY**
**110 South Seventh Street**
**Richmond, Virginia 23219**
**(804) 225-VITA (8482)**

TDD VOICE -TEL. NO.
711

## AMENDMENT NO. 1

**Reference:** Invitation For Bid (IFB)

**Issue Date:** February 17, 2005

**Reference Number:** 2005-020

**Title:** Information Technology/Telecommunications Cabling Services and Associated Products

**Issuing Office:** Virginia Information Technologies Agency
Supply Chain Management Directorate
110 S. 7th Street, East Lobby
Richmond, Virginia 23219-9300

**The due date/time for receipt of bids has not been revised as a result of this Amendment. The due date/time is March 10, 2005 prior to 2:00 p.m., local time.**

**Reference: Item number 19 on page 4 of 6 of the Schedule**:

Delete the referenced paragraph and replace it with the following paragraph:

> All bidders must currently hold a valid Virginia State Contractor's "A" or "B" License and Registration with an "Electrical Contractors" classification (Abbr: ELE) or a "Special Services Classification" to perform "Electronic/Communication Service Contracting" (Abbr: ESC). Please enter license number and designation on page 6.

**Reference: Section II.B.1 "Conduit and Innerduct Systems", on page 4 of 12 of Attachment "A":**

Add the following paragraph as Item b):

b) Where the Contractor provides and installs innerduct, it must be corrugated, one inch (1") in nominal diameter and orange in color. Innerduct may be provided in other colors and smaller diameters if requested in writing by the Authorized User,



AN EQUAL OPPORTUNITY EMPLOYER

provided the price does not exceed the price bid herein for one inch (1") innerduct.

**Reference: Section II.B.3 "Optical Fiber Backbone Cable", Item b) on page 5 of 12 of Attachment "A":**

Add the following sentence to Item b):

All fiber cabinets must include all hardware necessary to properly mount, mate and align the associated backbone fiber connectors with the appropriate patch cord connectors.

**Reference: Section II "Pricing Schedule", in Attachment "B":**

Where patch cord lengths are specified in meters, they may be priced and provided in feet and inches, to within 11 inches (11") of the actual lengths specified.

A signed acknowledgment of this amendment should be received by the issuing office either prior to the Bid due date and hour, or attached to your Bid. A signature on this amendment does not constitute your signature on the Bid. **The Bid must also be signed.**

NET100, LTD.

Name of Firm

Tony Fiches BUSINESS DEVELOPMENT MANAGER

Signature/Title

3.10.2005

Date

**Attachment 1**

Attachment "1" to contract VA-050322-N100 as identified on Form 62, page 1.

This Attachment 1 is incorporated into and made an integral part of Contract VA-050322-N100.

Contractor: NET100, Ltd.

LOCATIONS AWARDED ON THIS CONTRACT UNDER IFB 2005-020

| Service District | Included Counties and Cities |
|---|---|
| Fredericksburg | Caroline, Essex, Gloucester, King George, King & Queen, King William, Lancaster, Mathews, Middlesex, Northumberland, Richmond, Spotsylvania, Stafford, Westmoreland, City of Fredericksburg |
| Hampton Roads | Accomack, Greensville, Isle of Wight, James City, City of Suffolk, Northampton, Southampton, Surry, Sussex, York, City of Chesapeake, City of Emporia, City of Franklin, City of Hampton, City of Newport News, City of Norfolk, City of Poquoson, City of Portsmouth, City of Virginia Beach, City of Williamsburg |
| Richmond | Amelia, Brunswick, Charles City, Chesterfield, Dinwiddie, Goochland, Hanover, Henrico, Lunenburg, Mecklenberg, New Kent, Nottoway, Powhatan, Prince George, City of Colonial Heights, City of Hopewell, City of Petersburg, City of Richmond |
| Staunton | Alleghany, Augusta, Bath, Clarke, Frederick, Highland, Page, Rockbridge, Rockingham, Shenandoah, Warren, City of Buena Vista, City of Covington, City of Harrisonburg, City of Lexington, City of Staunton, City of Waynesboro, City of Winchester |

| VITA- 62A 1-15-91 | SCHEDULE | BID NO. 2005-020 | PAGE 2 OF 6 |
|---|---|---|---|
| NAME OF CONTRACTOR | | REQUIRED DELIVERY DATE (RDD) 30 DAYS ARO | INITIALS |

| ITEM NO. | DESCRIPTION | QTY. | UNIT | UNIT PRICE | EXTENDED PRICE |
|---|---|---|---|---|---|
| | **The *COMMONWEALTH* desires to purchase:** | | | | |
| 1. | Telecommunication cabling services, structured cabling systems and associated cabling products conforming to TIA/EIA Telecommunications Building Wiring Standards, on an as-needed basis.<br><br>Please enter all pricing information in the Pricing Schedule in Attachment “B”. | | | | |

## ***GENERAL REQUIREMENTS:***

1. The Virginia Information Technologies Agency ("VITA") seeks to establish an optional use statewide term Contract with multiple suppliers to provide telecommunication cabling services ("Services"), structured cabling systems and miscellaneous cabling products ("Products") conforming to TIA/EIA Telecommunications Building Wiring Standards, on an as-needed basis. The intent is to establish Contracts with multiple suppliers in each of nine (9) "service districts" described below. Products and Services could range in scope from the testing of a single backbone cable pair to the initial planning, design and installation of a structured cabling system for an entire building.

   Relevant specifications and requirements are listed in Attachment "A".

2. This procurement is being conducted on behalf of other public bodies. Any Contracts resulting from this procurement shall be available to all "Authorized Users". "Authorized Users" includes any public body as defined by §2.2-4301 (5) of the Code of Virginia and all other public bodies as referenced in §2.2-4304 of the Code of Virginia, herein after referred to as "Authorized Users" or "Customers".

3. For the purpose of evaluating bid pricing, VITA has developed a model to which bidders must apply their respective rates for each required Product or Service in order to obtain a bottom-line, lump-sum total. This model is reflected in the Pricing Schedule found in Attachment "B".

4. For each line item in the Pricing Schedule (Attachment "B", section II), the bidder must insert the appropriate rate, then extend that rate by multiplying by the "Quantity" listed. The bidder must insert the resulting total in the last column, "Extended Model Price".

   Bidders shall provide pricing for all line items in the Pricing Schedule. If there is no charge for a line item, bidder shall enter a "zero" (0). Failure to provide pricing for all line items may result in your bid being ruled non-responsive.

   Pricing Schedule lines 1, 26 and 54 refer to labor and miscellaneous incidental materials as described in Attachment "A". Under "Unit Rate" for these three items, include all costs associated with the provisioning and installation of the materials specified. These rates shall include, but not be limited to, labor, tools, cable suspension and cable routing hardware, testing, documentation, labeling and any materials required to provide a turnkey cabling solution, including labor required to install the various other Products listed on the Pricing Schedule.

   Prices for copper and fiber cables and connectors, innerduct, racks, patch panels, patch cords, etc. are to be entered in the appropriate blocks on the Pricing Schedule. Delivery of all materials shall be FOB destination.

   Billing for travel time shall not be allowed under any Contract(s) resulting from this procurement.

5. All pricing shall include the Industrial Funding Adjustment (IFA). See the attached Contractual Terms and Conditions for details.

6. Hours for work performed shall be paid only for productive time on the job site. Time spent for transportation of workers, material acquisition, handling and delivery of Contractor-owned or rented equipment and breaks for lunch or other time the employees are away from the job site is not chargeable.

7. Bidders shall have a verifiable support location within each of the service district(s) for which they bid, or within 225 miles and no more than four (4) hours of the furthest reaches of those service districts, to be able to provide the on-site services required. The nine (9) service districts correspond to the Virginia Department of Transportation (VDOT) Construction Districts described in Attachment "C" and the referenced maps. Bidders shall supply and mark on the referenced maps the location(s) and street address(es) of their field office(s), and the service district(s) where they agree to provide on-site installation and support services. Bidders are also to fill in the space(s) provided in Attachment "C" for the service district or districts that are within 225 miles of the Bidder's field office and where the Bidder agrees to provide on-site installation and support services.

8. No-bids are neither required nor desired.

9. The Commonwealth will only accept bids that offer a total end-to-end turnkey solution. It shall be the responsibility of the Contractor to deliver Service in the manner specified in this solicitation.

10. Awards, if made, will be based on the following method:

    First, total prices of all bids will be evaluated and ranked, with the lowest price receiving the highest ranking.

    Second, Awards will be made to the up to four (4) lowest price bid(s) per service district.

    Bidders may submit multiple bids based on different costs for different service districts, but VITA will not consider multiple bids from the same Bidder for a given service district.

11. Contractors shall accept and fulfill all proper Orders for Service and associated Products to be delivered anywhere within the service district(s) for which they are awarded a Contract.

12. The Term of the Contract shall be for two (2) years, with options for three (3) one-year renewals as described in the attached Contractual Terms and Conditions.

1. In the event that a Contractor defaults on a Contract, the Commonwealth reserves the right to award to the next lowest priced responsive and responsible bidder.

2. Bidders responding to this solicitation must have experience installing similar wiring for at least two (2) years preceding the bid due date.

3. Bidders must agree to all of the Contractual Terms and Conditions, without exception, for their bids to be considered.

4. Bidders shall provide contact information for at least three (3) references of government or business customers for whom they have performed structured cabling system design and installation work in the last 12 months using the copper and fiber cabling products specified herein, on page 6 under "References" below.

5. The Commonwealth reserves the right to visit the premises of the bidders responding to this solicitation to ascertain the ability of a bidder to meet the requirements of the Commonwealth.

6. The Commonwealth reserves the right to request any bidder to submit information missing from its bid, to clarify the bid and to submit any additional information which the Commonwealth deems necessary in order to evaluate the bidder's offer.

7. All bidders must currently hold a valid Virginia State Contractor's "A" or "B" License and Registration with a "Special Services Classification" to perform "Electronic/Communications Service Contracting". Please enter license number and designation on page 6.

8. Upon receipt of a Contract inquiry or a request for quotation from an Authorized User, the Contractor shall respond within one (1) business day to acknowledge receipt of the inquiry or request.

9. The Contractor shall, prior to the start of work, provide a quote to the Authorized User for the number of labor hours of various types and the quantities of cable, jacks, innerduct, racks, etc. that will be required to complete the requested job, resulting in a firm, fixed lump-sum quote. Line-item unit prices quoted can not exceed the unit prices stated in this bid. The Contractor shall bill the Authorized User directly, based upon the actual hours worked and quoted materials used, but not exceeding the firm, fixed lump-sum quote.

10. The Contractor shall obtain all required materials when in receipt of a valid Order for Service under this Contract and shall store the materials until installation is required. Preventable delays caused by the Contractor's failure to order materials in a timely manner will not be accommodated.

11. Upon receipt of written notification from VITA, the Contractor shall immediately relieve any person(s) determined to be incompetent or disorderly of all responsibilities for further on-site work for any or all Authorized Users for the duration of this Contract.

12. The Contractor shall be responsible for obtaining all permits necessary to fulfill the requirements for this Contract.

13. For all items bid, the Contractor shall act as the single point of contact.

14. Installation, Delivery, Acceptance and Warranty requirements are stipulated in Attachment "A" and in the attached Contractual Terms and Conditions.

## ***BID NOTES:***

1. This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia §2.2-4343.1 or against a bidder because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

2. It is the responsibility of the Bidders to understand all requirements and specifications contained in this solicitation. Any questions and/or comments concerning this solicitation must be submitted, in writing, to the attention of Doug Leslie at the address listed on page 1 of this solicitation no later than March 4, 2005. Please mark the outside of your envelope "QUESTIONS CONCERNING IFB 2005-020". Written questions my also be submitted via facsimile to (804) 371-5969 or via e-mail to doug.leslie@vita.virginia.gov. No response will be made to telephone calls.

3. Optional Pre-Bid Conference

   An optional pre-bid conference will be held in the Virginia Information Technologies Agency Fourth Floor Auditorium at 2:00 p.m. on Monday, February 28, 2005. The purpose of this conference is to allow potential bidders an opportunity to present questions and obtain clarification relative to any facet of this solicitation.

   While participation in this conference will not be a prerequisite to submitting a bid, potential bidders who intend to submit a bid are encouraged to participate. Bidders should familiarize themselves with the solicitation prior to the pre-bid conference and have a copy of the solicitation available. Any changes resulting from this conference will be issued in a written addendum to the solicitation. If you plan to attend, you are requested to notify Doug Leslie by phone at 804-371-5213, or by email at doug.leslie@vita.virginia.gov, no later than February 24, 2005.

4. VITA will not accept or consider any bid from a current cabling contractor who is not up to date with its Industrial Funding Adjustment payments to VITA.

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

6. Contractual Terms and Conditions are attached to this solicitation document. Neither VITA nor the Authorized User will sign or execute any additional contract, license or other agreements containing contractual terms and conditions as a result of this procurement. Any document signed by persons other than the VITA authorized representative, shall have no validity and the attached terms and conditions shall supercede all such agreements. Bidders should read and understand all of the terms and conditions prior to submission of a bid.

7. The Commonwealth is procuring Products and Services as identified and provisioned under this Contract. The only Terms and Conditions governing the purchase and provision of the Products and Services are contained herein. Any bid response that purports to supply Products and Services in whole or in part under different Terms and Conditions, shall be considered non-responsive.

8. VITA Supply Chain Management (SCM) maintains a web site at http://www.vita.virginia.gov/procurement/procurement.cfm. The web site provides information about SCM and acquisitions conducted by SCM for Information Technology related items. Bidders are invited to check this site regularly. This solicitation is available from that site and from the eVA web site at http://www.eVA.virginia.gov.

9. Results of this solicitation will not be given out by telephone. Bidders wishing a copy of the bid results must include a self-addressed stamped envelope along with their bid. The envelope should be marked with the words "BID RESULTS" and the IFB number. Results will be made available as soon as a decision is made.

10. By bid due date, bidders are required to be registered with the Commonwealth of Virginia's e-Procurement website, *eVA*, located at:

    http://www.eVA.virginia.gov

    If already registered with eVA , Bidders are advised to print the eVA page which lists your firm's name and submit it with the bid response. If not registered, go to this URL to register:

    http://www.eVA.virginia.gov

    Bidders are advised to print a copy of the completed registration confirmation, along with proof of Ariba Services Network registration and a signed American Business Systems Trading Partner Agreement (TPA), and submit them with the bid response

    FAILURE TO PROVIDE EVIDENCE OF *eVA or ARIBA* REGISTRATION OR A SIGNED TPA WITH BID OFFER MAY RENDER THE BID NON-RESPONSIVE.

(-End- Bid Notes)

***REFERENCES:***

In the space below, please provide contact information for at least three (3) government agencies or businesses for whom you have performed structured cabling system design and installation work during the last 12 months, using the copper and fiber cabling products specified herein. Please include name, address, telephone, fax and if available, e-mail address, of the contact person:

***CONTRACTOR LICENSE INFORMATION:***

Please fill in the spaces below with your contractor license information as indicated:

Licensed Class _____ (A or B) Virginia Contractor No. _____

Specialty(ies) _____

# REQUIREMENTS

## I. Background

A. It is the intent of this solicitation that the Contractor supply pricing for the structured cabling Products listed in Attachment "B", as well as hourly rates for Services to include labor & all incidental materials for installing the structured cabling Products specified herein as ordered by the Authorized Users. Separate hourly rates are required for each of the following Services:

1) installation, termination and testing of Category 5e and Category 6 copper cabling;

2) installation, termination and testing of fiber optic cabling; and

3) other cabling services to include but not be limited to the installation, termination and testing of copper backbone cabling, performance of miscellaneous cabling services (see section II.E) and removal of abandoned cabling (see section II.F).

B. Each of these hourly rates is to incorporate all costs associated with the provisioning and installation of the Products and materials specified herein including labor, tools, suspension hardware (J-supports, cable trays, bolts, clamps, etc.), cable routing hardware (D-rings, ladder rack, etc.), cord management hardware, testing, documentation and any incidental materials required to provide a turnkey cabling solution, but not including the cost of the items for which separate pricing is required in the schedule, including but not limited to the actual copper and fiber cables, connecting blocks, jacks, faceplates, patch cords, innerduct, racks, fiber cabinets, patch panels and plywood backboards themselves.

C. The Authorized User reserves the right to negotiate a fixed price for any and all cabling work relating to a given purchase/project. This fixed price will take the place of the rates herein only for the scope of the particular project as agreed upon and negotiated by the Contractor and the Authorized User.

D. All standards and codes referenced in this document are adopted as part of this document and all Contractors shall comply with those standards and codes, including any advisory requirements contained in those standards and codes, unless it can be documented that those advisory requirements are impracticable with regard to the situation at hand and the Authorized User has authorized a deviation from those requirements in writing.

# II. Scope of Work

## A. General Requirements

1. The Contractor shall furnish all necessary labor, supervision, tools, materials, and testing as may be required to install an Enhanced Category 5 ("Category 5e"), Category 6 and fiber optic cabling system that conforms to the ANSI/TIA/EIA-568-B Commercial Building Telecommunications Cabling Standards and any revisions or addenda thereto.

2. All cabling shall be delivered and installed as a turnkey system. This may include but not be limited to services such as cross-connecting new backbone cabling to existing station cabling for voice and data, cross-connecting new station cabling to backbone cabling, etc.

3. All work performed under this Contract shall be performed in accordance with the most recent versions of the standards listed below and any addenda and revisions thereto, as amended:

   a) Virginia Uniform Statewide Building Code

   b) *National Electric Code* (NEC): ANSI/NFPA-70

   c) COV ITRM Standard NET2001-01.1 (or the latest approved update to this standard), and all addenda and revisions thereto

   d) Uniform Commercial Building Code

   e) Safety Codes Commission of the Commonwealth of Virginia rules, issued by the Department of Labor and Industry under Title 40.1 of the *Code of Virginia*.

   f) ANSI/TIA-569-B, *Commercial Building Standard for Telecommunications Pathways and Spaces*

   g) ANSI/TIA/EIA-606-A, *Administration Standard for Commercial Telecommunications Infrastructure*

   h) ANSI-J-STD-607-A, *Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications*

   i) ANSI/TIA-758-A, *Customer-owned Outside Plant Telecommunications Infrastructure Standard*

j) ANSI/TIA/EIA-568-B.1, *Commercial Building Telecommunications Cabling Standard, Part 1: General Requirements*

k) ANSI/TIA/EIA-568-B.2, *Commercial Building Telecommunications Cabling Standard, Part 2: Balanced Twisted-Pair Cabling Components*

l) ANSI/TIA/EIA-568-B.3, *Optical Fiber Cabling Components Standard*

**Note: Heretofore within this document, ANSI/TIA/EIA-568-B.1, B.2 and B.3 and any revisions and addenda thereto will be collectively referred to simply as ANSI/TIA/EIA-568-B.**

4. All cables, ties, support hardware, and other miscellaneous devices used for the installation of the wiring and connectors shall be fully compliant with all applicable building codes.

5. The Contractor shall be responsible for ensuring that all cables maintain the appropriate minimum separation from all sources of EMI/RFI (light ballasts, motors, etc.).

6. The Contractor shall plan and coordinate the performance of all work with the Authorized User's representative to minimize the impact of the work on the office environment and ongoing work activities, prevent the disruption of finished surfaces, and complete work in an orderly and expeditious manner. Where the work is to be performed in a new construction or renovation environment, the Contractor shall also coordinate with the Authorized User's designated construction project manager to ensure that all work is performed in coordination with ongoing construction activities in such a manner as to cause the least possible disruption to finished surfaces and to facilitate the orderly and efficient completion of work.

7. Work shall be performed by competent technicians who are employees of the Contractor familiar with the specific equipment to be installed. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

8. The Contractor shall repair, to the Authorized User's representative's satisfaction, any damage to existing utilities, equipment, or finished surfaces resulting from this installation within 24 hours at the Contractor's sole expense.

9. All debris generated by the Contractor shall be picked up and lawfully disposed of at the conclusion of each work day.

10. When providing cabling through conduit traversing a firewall, or in any other instance where devices transit a firewall, the Contractor shall meet all codes and requirements for proper fire-stop materials and methods.

11. Bidder responses to requirements and specifications of the IFB shall be verifiable from standard data sheets, specification sheets, published advertising, and/or sales literature normally supplied by the manufacturers of the items bid.

B. **Backbone Cable Requirements**

The Contractor shall provide all of the expertise, labor, supervision, tools, materials, hardware and testing required to install copper and fiber backbone cabling conforming to ANSI/TIA/EIA-568-B.

1. Conduit and Innerduct Systems

   a) Where there is conduit present that may be used for the installation of telecommunications cable, the Contractor must receive written permission from the Authorized User to utilize that conduit. All fiber optic backbone cabling shall be installed in innerduct. Pull cords shall be provided in any conduits and innerducts used by the Contractor, whether or not the Contractor installed that conduit or innerduct.

2. Copper Backbone Cable

   a) The Contractor shall install backbone cabling conforming to ANSI/TIA/EIA-568-B Category 3 or Category 5e as required by the Authorized User for the specific project at hand. The Contractor shall install Category 3 cabling with a pair count of up to 300 pairs and Category 5e cabling with a pair count of up to 25 pairs as required by the Authorized User.

   b) The Contractor shall provide riser-rated cable and plenum-rated cable with a pair count of up to 300 pairs per cable as required by applicable codes. Where more than 300 pairs of backbone cable are required, multiple large pair-count cables or single cables with larger pair counts shall be used.

   c) All backbone cabling and associated hardware shall be documented, labeled and color-coded in keeping with

ANSI/TIA/EIA-606-A and, at the Authorized User's request, to conform to the site's existing labeling scheme. All cable pairs shall be tested and certified to perform in accordance with TIA/EIA published standards, and documentation of the system design and performance shall be presented to the Authorized User upon completion of work.

d) The cables shall be terminated at the Authorized User's option onto 110- or 66-type cross connection hardware or 110-to-RJ45 patch panels manufacturer-rated to meet or exceed the performance category of the corresponding backbone cable. Termination hardware (connecting blocks and/or backbone patch panels) shall be mounted onto fire retardant or fire resistant ¾" plywood panels mounted on the walls of the appropriate spaces in each building. Backbone patch panels may, at the Authorized User's option, be mounted on Authorized User-provided distribution racks or, in the absence of space on existing backbone distribution racks, Contractor-provided 19" racks. Where grounding is necessary, all cables and hardware shall be properly grounded in accordance with ANSI-J-STD-607-A and all applicable electrical and fire codes.

3. Optical Fiber Backbone Cable

a) The Contractor shall provide, install and test 62.5/125 micron multimode optical fiber cable and/or 850nm laser-optimized 50/125 micron multimode optical fiber cable with up to 24 strands in each sheath in innerduct as required by the Authorized User. The innerduct and fiber cable shall be rated for riser and/or plenum use as required by the Authorized User for the application at hand. The innerduct in which the cable is installed shall extend into the cabinet housing the fiber terminations at each end.

b) A minimum of 15 feet (15') of slack shall be coiled in the cabinet (or a separate enclosure designed for this purpose) at each end to allow for future re-termination, relocation, etc. Every fiber shall be terminated using 568SC (duplex SC) connectors (or other duplex small form factor connectors complying with ANSI/TIA/EIA-568-B as requested by the Authorized User) in either a wall-mount fiber cabinet or a rack-mount fiber cabinet at the option of the Authorized User. The Authorized User must agree to any deviations from this configuration in advance of start of work and in writing.

c) The Contractor shall provide optical fiber patch cord(s) appropriate to the backbone fibers installed complying with TIA/EIA-568-B.3 in the quantities and lengths requested to be used with the Contractor-installed backbone links. Hybrid patch cords shall be

supplied where required for interfacing to end equipment with non-duplex SC (568SC) connectors. A dust cover/dust cap shall protect each connector not physically connected to a patch cord or equipment cable.

d) All innerduct, fiber cabling, cabinets, connectors, and supporting hardware shall be provided by the Contractor and installed according to all applicable standards and the manufacturer's recommendations.

e) All optical fiber cabling, connectors, and hardware shall meet the minimum performance standards of, and be installed, terminated, and tested as specified in ANSI/TIA/EIA-568-B. Testing shall be performed in accordance with and pass the requirements of ANSI/TIA/EIA-568-B.1. Certified documentation of the passing test results showing all test parameters shall be presented to the Authorized User upon completion of work.

C. **Telecommunications Room (TR) Requirements**

1. Backboards – When backboards are recommended by industry standards or requested by the Authorized User, provide and install 8-foot tall by 4-foot wide trade size ¾ AC-grade void-free plywood backboards painted with a light-colored fire-retardant paint. The Authorized User must agree to any deviation from this standard board size in writing in advance. The boards shall be either fire-rated or treated on all sides with at least two coats of fire-resistant paint. Use flush hardware and supports to mount the plywood, ensuring that the strength and placement of the hardware are sufficient to handle the total anticipated load and mounting of cabling and components.

2. Distribution Racks – When distribution racks (equipment racks) are recommended by industry standards or when they are requested by the Authorized User because sufficient space is not available in the existing distribution racks for wiring being installed under this Contract, provide and install racks designed for standard 19" TIA/EIA mounting. Contractor shall supply racks both approximately seven feet (7') tall and three to four feet (3' – 4') tall. Racks shall be properly grounded, and anchored to the floor unless otherwise requested by the Authorized User. Contractor shall also supply swing-out (hinged/pivoting) wall-mount racks 35 to 48 inches (35" – 48") tall and capable of supporting at least 100 pounds of equipment and cables.

3. Patch Panels - All UTP patch panels specified in this document shall consist of a modular (RJ45) front to 110-type back connector system and shall be fully populated (all ports occupied by jacks). The panels

shall incorporate sufficient cable support and/or strain relief mechanisms, including rear cable management/strain relief bars, to secure the horizontal cables at the termination block and to ensure adherence to all manufacturers' and standard minimum bend radius specifications.

4. Cable routing – All station cable located in the TR shall be loosely bundled. Cable shall be routed along ladder rack or functionally equivalent cable tray when patch panels are rack-mounted. When patch panels are wall-mounted, cable traversing floor space shall be routed along ladder rack or functionally equivalent cable tray, while cable routed vertically along walls shall be routed using ladder rack, "D" rings, hook-and-loop type routing hardware or other re-enterable routing hardware.

5. Patch cable management – Provide and install in all Contractor-provided equipment rack(s) front-side wire management hardware consisting of at least four (4) three-inch (3") rings above and below each patch panel for horizontal patch cord routing, as well as side-mounted rings, channels, or equivalent retention hardware for vertical cable management.

6. Patch panel administration – The ports on the patch panels shall be labeled according to TIA/EIA-606-A (or latest revision or version of the TIA/EIA administration standard) unless otherwise requested by the Authorized User. If so requested by the Authorized User, separate patch panels shall be used for each floor or zone of the office space being cabled.

7. Patch cords – The Contractor shall supply manufacturer factory-terminated patch cords/work area cables which meet or exceed Category 5e and Category 6 specifications for patch cords as specified in ANSI/TIA/EIA-568-B for Category 5e and Category 6 copper cable runs installed (respectively), in the quantities specified by the Authorized User. Where the user requires patch cords as part of an overall cabling installation, Contractor shall supply cords of a sufficient length to allow neat and orderly patching between any two port positions based upon the rack layout agreed upon per number 8 below, but a minimum of three feet (3') in length.

8. Drawings – After execution of an order and before start of work, the Contractor shall submit for the Authorized User's approval a detailed drawing/diagram of each TR showing the exact locations/layout of all racks, equipment, cabling, and supporting hardware to be provided under the Contract. Detail drawings of each rack showing dimensions

and placement of all patch panels, cable/cord management hardware, etc. within each rack shall be included.

D. **Horizontal Cabling Requirements**

1. All copper wiring and cabling which terminates in work areas shall be installed and terminated in such a manner as to be fully compliant with the ANSI/TIA/EIA-568-B standard for Category 5e or Category 6 UTP wiring and shall conform to the standard eight-position jack pin/pair assignment designated T568A. The T568B pin/pair assignment may only be used when all pre-existing cabling in the building being cabled is wired per T568B. In those cases, the Contractor shall ensure that all equipment racks and patch panels bear a sign clearly reading, "ATTENTION: PIN-OUT T568B IN USE."

2. The Contractor shall be required to provide a printout certifying each horizontal cable run as compliant with the ANSI/TIA/EIA-568-B specifications for Category 5e or Category 6 (as appropriate) UTP wiring permanent link via an electronic testing device specifically designed for that purpose. Cable certification printouts must show all relevant parameters for the category of cable under test and the relative performance of the particular link being tested, as well as an overall pass/fail rating. Improperly performed tests will not be accepted, including tests performed where the Nominal Velocity of Propogation (NVP) is not properly configured for the specific cable under test. All test results shall be provided in both electronic format and hard copy. Hard copies shall be sorted by cable ID and shall consist of no more than two cable test reports per page. Each page shall be signed and dated by the Contractor's responsible representative certifying that the link passed the test and that the test was performed in accordance with applicable standards and manufacturer's instructions.

3. For each work area requested by the Authorized User, the Contractor shall provide up to eight (8) four-pair Category 5e or Category 6 cables originating at the Contractor-provided patch panels in the appropriate TR and terminated on Category 5e or Category 6 RJ45 telecommunications outlets/connectors ("jacks") mounted in an appropriately-sized faceplate at the work area. All cables shall be "home-run" (one continuous cable segment from TR to work area telecommunications outlet/connector) except as allowed under section D.13.

4. Regardless of the number of jacks required in each work area, each Contractor-provided faceplate shall have at least three (3) ports. Wall-mounted faceplates shall be of a color agreed upon by the Authorized

User to match the décor of the offices being cabled. Every jack shall be labeled according to TIA/EIA-606-A (or latest revision or version of the TIA/EIA administration standard) unless otherwise requested by the Authorized User. For all faceplates, any ports not populated with jacks shall be fitted with blanks.

5. For each wall telephone jack requested by the Authorized User, the Contractor shall provide one (1) four-pair Category 5e or Category 6 cable originating in the appropriate TR and terminated on a standard wall telephone jack mounted 48" above finished floor and in compliance with the Americans With Disabilities Act.

6. All plenum-rated cables shall be insulated 100% with FEP, and all suspension hardware and cable management materials installed within environmental air handling plenums shall be plenum-rated according to applicable codes. Non-plenum-rated cables and hardware shall be used only when they comply with all codes and are requested in writing by the Authorized User.

7. All cables shall be installed so as to be fully concealed within ceilings, walls and columns, and fished into modular furniture as required. All work area telecommunications outlets/connectors shall be in flush-mounted faceplates. Data/power poles shall be used only when there is no other feasible method of routing and concealing cables. Where it is not practicable to fish walls or otherwise conceal cable in ceilings and walls, the Contractor may use a Category 6 compliant surface raceway system and matching surface-mount outlet box, if applicable. Any poles or surface raceway systems installed by the Contractor must be approved in advance by the Authorized User to ensure that it is compatible with space plans and office décor.

8. Cable support hardware installed above suspended ceilings may not be mounted on or in any way supported by the ceiling grid, panels, support channels, or vertical ceiling supports such as ceiling support wires or rods. All cables routed above ceilings shall be suspended in keeping with all applicable standards and supported within conduit, cable tray, "J" hooks, or functionally equivalent open-top support systems. Cables shall not sag more than 12" between cable supports. Of course, TIA/EIA standards for spacing, routing, and cable sag shall be followed. Cables shall be loosely bundled and follow hallways and common areas and be installed in keeping with TIA/EIA recommendations.

9. Each Contractor-supplied horizontal cable shall incorporate a minimum of six feet (6') of "service slack" located in the TR, plus enough additional cable length to allow any cable to be relocated within the

patch panel while still maintaining the minimum six feet of slack.

10. The Contractor shall, at the request of the Authorized User, supply color-coded horizontal cabling and jacks to facilitate distinguishing between cables of different categories or cables intended for different purposes. A minimum of three (3) distinct colors of horizontal cabling, patch cables and matching jacks/inserts shall be made available for each category of cable.

11. The Contractor shall label each element of the cabling system according to TIA/EIA-606-A using the appropriate administration class, unless otherwise specifically instructed by the Authorized User. Where horizontal cables terminate in wall boxes at the work area, their labels shall be located within the wall boxes.

12. All components shall meet all applicable building codes and requirements.

13. When requested in writing in advance by the Authorized User, the Contractor shall supply cabling for open office spaces to include multi-user telecommunications outlet assemblies (MUTOAs), consolidation points (CPs), and transition points (TPs). Any open office-type cabling systems shall be installed according to the applicable ANSI/TIA/EIA standards.

E. **Miscellaneous Cabling Services**

Miscellaneous cabling services shall include, but not be limited to, the field testing, documentation, labeling, cross-connecting and troubleshooting of previously installed cabling systems.

F. **Abandoned Cable**

The Contractor shall, at the request of the Authorized User, remove "abandoned" telecommunications cable from building pathways and spaces. Abandoned cable is defined as installed cable that is neither terminated at both ends at a connector or other equipment, nor identified for future use with a tag. Abandoned cable may only be removed at the direction of the Authorized User or to avoid a code violation. The Contractor shall notify the Authorized User in writing of the presence of any abandoned cable that is in violation of the National Electric Code.

G. **As-built Drawings**

The Contractor shall maintain in good order for the duration of work at each site one complete set of as-built plans supplied by the Authorized

User. These plans shall be used for reporting any changes made during the job and to denote exact locations of equipment, cable routing, terminations, and outlets. The plans shall be kept up-to-date always as the work progresses and as any changes occur. At the completion of the work, this set of plans shall be turned over to the Authorized User as a permanent record.

H. **System Acceptance and Performance Requirements**

1. Upon completion of work ordered under this Contract, the Contractor shall notify the Authorized User for the purpose of scheduling a joint inspection of the work. No acceptance period shall begin until after the Authorized User has been given an opportunity to perform a thorough inspection of the completed work.

2. Each system will be accepted by the Authorized User after the Contractor satisfies the following requirements:

   a) Delivery and installation of all required equipment and material.

   b) Delivery of all required documentation.

   c) Successful completion of performance period.

3. A performance period of thirty (30) calendar days of twenty-four (24) hours each wherein the system operates without a failure shall constitute a successful performance period.

I. **Delivery and Storage**

1. The Contractor shall be responsible for making the arrangements for the delivery, unloading, and storage of materials and equipment required to install cabling systems.

2. The Authorized User will assume no responsibility for receiving any equipment and/or materials shipped to the Authorized User's premises by or on behalf of the Contractor.

3. No space will be available for long-term storage of material and/or equipment.

4. In providing storage for the convenience of the Contractor, the Authorized User assumes no responsibility for items that may be lost, stolen, misplaced, damaged, or destroyed.

## J. Quality of Work

1. All equipment, cables, wiring, outlets, etc. shall be installed in a neat and orderly manner.

2. The Contractor shall assign only competent supervisors, technicians, and laborers to work on projects initiated under this Contract.

3. Upon receipt of written notification from the Authorized User, the Contractor shall immediately relieve any person(s) determined to be incompetent or disorderly of all responsibilities for further on-site work and/or contact with the Authorized User for the duration of this Contract.

| VA-050322-N100 - PRICING | | |
|---|---|---|
| **Billable Item** | **Unit of Measure** | **Rate ($)** |
| 1. Installation, termination and testing of horizontal Category 5e & Category 6 copper cabling, including cost of incidental materials ( J-supports, cable ties, cable management and routing hardware, jumper wire, etc.), per hour | HR | 28.00 |
| 2. Category 5e cable (cable only), plenum-rated, per foot | FT | 0.14 |
| 3. Category 5e cable (cable only), non-plenum-rated, per foot | FT | 0.06 |
| 4. Category 5e UTP patch panel, 12 ports | EA | 48.88 |
| 5. Category 5e UTP patch panel, 24 ports | EA | 79.42 |
| 6. Category 5e UTP patch panel, 48 ports | EA | 157.19 |
| 7. Category 5e outlet/connector, including bezels or other miscellaneous mounting hardware required to mount in faceplate | EA | 2.71 |
| 8. Category 5e UTP patch cord, 1 meter | EA | 0.78 |
| 9. Category 5e UTP patch cord, 2 meters | EA | 1.18 |
| 10. Category 5e UTP patch cord, 3 meters | EA | 1.56 |
| 11. Category 5e UTP patch cord, 5 meters | EA | 4.28 |
| 12. Category 6 cable (cable only), plenum-rated, per foot | FT | 0.26 |
| 13. Category 6 cable (cable only), non-plenum-rated, per foot | FT | 0.11 |
| 14. Category 6 UTP patch panel, 12 ports | EA | 51.01 |
| 15. Category 6 UTP patch panel, 24 ports | EA | 101.41 |
| 16. Category 6 UTP patch panel, 48 ports | EA | 193.06 |
| 17. Category 6 UTP patch cord, 1 meter | EA | 2.15 |
| 18. Category 6 UTP patch cord, 2 meters | EA | 2.76 |
| 19. Category 6 UTP patch cord, 3 meters | EA | 3.45 |
| 20. Category 6 UTP patch cord, 5 meters | EA | 6.26 |
| 21. Category 6 outlet/connector, including bezels and other miscellaneous mounting hardware required to mount in faceplate | EA | 4.37 |
| 22. Single-gang faceplate, including blanks for unused ports, screws and all hardware required to mount to box or mounting bracket | EA | 1.18 |
| 23. Double-gang faceplate, including blanks for unused ports, screws and all hardware required to mount to box or mounting bracket | EA | 1.56 |
| 24. Single-gang mounting bracket, including all hardware required to flush-mount to existing sheetrock wall | EA | 0.88 |
| 25. Double-gang mounting bracket, including all hardware required to flush-mount to existing sheetrock wall | EA | 1.34 |
| 26. Installation, termination and testing of fiber optic cabling and innerduct, including cost of incidental materials (J-supports, cable ties, cable routing hardware, etc.), per hour | HR | 28.00 |
| 27. Plenum-rated innerduct (duct only), per foot | FT | 1.87 |

| VA-050322-N100 - PRICING | | |
|---|---|---|
| **Billable Item** | **Unit of Measure** | **Rate ($)** |
| 28. 568SC fiber optic connector or other approved duplex Small Form Factor connector | EA | 5.85 |
| 29. 6-fiber plenum-rated 62.5/125 micron optical fiber cable (cable only), per foot | FT | 0.52 |
| 30. 12-fiber plenum-rated 62.5/125 micron optical fiber cable (cable only), per foot | FT | 0.97 |
| 31. 24-fiber plenum-rated 62.5/125 micron optical fiber cable (cable only), per foot | FT | 3.17 |
| 32. 6-fiber plenum-rated 50/125 micron laser-optimized optical fiber cable (cable only), per foot | FT | 0.57 |
| 33. 12-fiber plenum-rated 50/125 micron laser-optimized optical fiber cable (cable only), per foot | FT | 1.12 |
| 34. 24-fiber plenum-rated 50/125 micron laser-optimized optical fiber cable (cable only), per foot | FT | 3.55 |
| 35. Riser-rated innerduct (duct only), per foot | FT | 0.51 |
| 36. 6-fiber riser-rated 62.5/125 micron optical fiber cable (cable only), per foot | FT | 0.46 |
| 37. 12-fiber riser-rated 62.5/125 micron optical fiber cable (cable only), per foot | FT | 0.93 |
| 38. 24-fiber riser-rated 62.5/125 micron optical fiber cable (cable only), per foot | FT | 2.07 |
| 39. 6-fiber riser-rated 50/125 micron laser-optimized optical fiber cable (cable only), per foot | FT | 0.53 |
| 40. 12-fiber riser-rated 50/125 micron laser-optimized optical fiber cable (cable only), per foot | FT | 0.98 |
| 41. 24-fiber riser-rated 50/125 micron laser-optimized optical fiber cable (cable only), per foot | FT | 2.35 |
| 42. Fiber patch panel/cabinet, 12 port capacity, wall mount | EA | 52.00 |
| 43. Fiber patch panel/cabinet, 24 port capacity, wall mount | EA | 69.00 |
| 44. Fiber patch panel/shelf, 12 port capacity, rack mount | EA | 93.00 |
| 45. Fiber patch panel/shelf, 24 port capacity, rack mount | EA | 131.00 |
| 46. 62.5/125 micron optical fiber patch cord, duplex, 1 meter | EA | 8.97 |
| 47. 62.5/125 micron optical fiber patch cord, duplex, 2 meters | EA | 10.55 |
| 48. 62.5/125 micron optical fiber patch cord, duplex, 3 meters | EA | 11.16 |
| 49. 62.5/125 micron optical fiber patch cord, duplex, 5 meters | EA | 12.37 |
| 50. 50/125 micron laser-optimized optical fiber patch cord, duplex, 1 meter | EA | 8.97 |
| 51. 50/125 micron laser-optimized optical fiber patch cord, duplex, 2 meters | EA | 10.55 |
| 52. 50/125 micron laser-optimized optical fiber patch cord, duplex, 3 meters | EA | 11.16 |

| VA-050322-N100 - PRICING | | |
|---|---|---|
| **Billable Item** | **Unit of Measure** | **Rate ($)** |
| 53. 50/125 micron laser-optimized optical fiber patch cord, duplex, 5 meters | EA | 12.37 |
| 54. Other cabling services, including cost of incidental materials (jumper wire, screws, connectors, “J” hooks, cable ties, cable routing hardware, etc.), per hour | HR | 28.00 |
| 55. Category 3 backbone cable (cable only), riser-rated, 25-pair, per foot | FT | 0.28 |
| 56. Category 3 backbone cable (cable only), riser-rated, 50-pair, per foot | FT | 0.53 |
| 57. Category 3 backbone cable (cable only), riser-rated, 100-pair, per foot | FT | 1.02 |
| 58. Category 3 backbone cable (cable only), riser-rated, 200-pair, per foot | FT | 2.02 |
| 59. Category 3 backbone cable (cable only), riser-rated, 300-pair, per foot | FT | 3.40 |
| 60. Category 3 backbone cable (cable only), plenum-rated, 25-pair, per foot | FT | 0.46 |
| 61. Category 3 backbone cable (cable only), plenum-rated, 50-pair, per foot | FT | 0.89 |
| 62. Category 3 backbone cable (cable only), plenum-rated, 100-pair, per foot | FT | 1.73 |
| 63. Category 3 backbone cable (cable only), plenum-rated, 200-pair, per foot | FT | 3.69 |
| 64. Category 3 backbone cable (cable only), plenum-rated, 300-pair, per foot | FT | 6.56 |
| 65. Category 5e cable (cable only), riser-rated, 25-pair, per foot | FT | 0.74 |
| 66. Category 5e cable (cable only), plenum-rated, 25-pair, per foot | FT | 2.59 |
| 67. Equipment rack, hinged, wall-mount, 35” – 48” tall, pre-drilled, 19” TIA/EIA mounting | EA | 141.40 |
| 68. Equipment rack, floor standing, 7’ tall, pre-drilled, 19” TIA/EIA mounting | EA | 112.82 |
| 69. Equipment rack, floor standing, 3’ - 4’ tall, pre-drilled, 19” TIA/EIA mounting | EA | 128.19 |
| 70. 66M1-50 connecting block, with hinged cover, 89D brackets and all mounting hardware | EA | 8.21 |
| 71. 110 wiring block system with legs, label strips, all required mounting hardware, etc., for minimum 48 pairs | EA | 17.06 |
| 72. 8-foot tall by 4-foot wide trade size ¾ AC-grade void-free plywood backboard, fire-rated or painted on all sides with at least two coats of light-colored fire-resistant paint | EA | 66.70 |

## 1. SCOPE OF CONTRACT

The following paragraphs contain the contractual terms and conditions by which the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State" or "VITA" (Virginia Information Technologies Agency), will acquire telecommunications and data cabling Services and Equipment on the behalf of Agencies, Institutions, and other public bodies as defined in §2.2-4301 of the Virginia Public Procurement Act ("VPPA"), hereinafter referred to as "Authorized User" from the Contractor identified on the Cover Page (Page 1) of the Solicitation.

Use of this Contract by Authorized Users shall be in accordance with the following instructions:

The Authorized User shall define the scope of the work in writing, and then obtain a "fixed price quote" from the Contractor identified herein, to include all materials, time and labor. At the Authorized Users' discretion, an Order may be issued to the Contactor with the scope of work defined and the written quote attached.

This Contract is intended by both parties to fill any need for telecommunications structured cabling systems and the complete installation thereof including all connectors, terminations, cable, and sundries. The Contractor shall provide when requested, a written quote to any Authorized User that reflects rates and prices identified in this Contract.

## 2. APPLICABLE LAWS AND COURTS

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

## 3. ANTI-DISCRIMINATION

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

a. During the performance of this Contract, the contractor agrees as follows:
   1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
   2) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
   3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting these requirements.

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

## 4. ETHICS IN PUBLIC CONTRACTING

By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having

official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**5. IMMIGRATION REFORM AND CONTROL ACT OF 1986**

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

**6. DEBARMENT STATUS**

By submitting their bid, a bidder certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a bid on a 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.

**7. ANTITRUST**

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

**8. PAYMENT**

a. To Prime Contractor:

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

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

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

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

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

b. To Subcontractors:

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

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

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

2) The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent (1%) per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Authorized User, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary Contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Authorized User.

**9. MODIFICATIONS**

This Contract maybe modified in accordance with §2.2-4309 of the Code of Virginia. Such modifications may only be made by the representatives authorized to do so. 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.

**10. DEFAULT**

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, the Authorized User, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the Authorized User may have.

**11. QUALIFICATIONS OF BIDDERS**

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

**12. INSURANCE**

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

INSURANCE COVERAGES AND LIMITS REQUIRED:

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

b. Employers Liability - $100,000.

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

d. Automobile Liability - $500,000 - Combined single limit.

## 13. ANNOUNCEMENT OF AWARD

Upon the award of a Contract as a result of this solicitation, VITA will publicly post a notice on the DGS/DPS eVA web site (http://www.eVA.virginia.gov) for a minimum of ten (10) days.

## 14. DRUG-FREE WORKPLACE

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

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

## 15. TAXES – FEDERAL, STATE AND LOCAL

The Commonwealth of Virginia is exempt from Federal excise and all State and Local taxes. Such taxes shall not be included in Contract prices. Tax certificates of exemption, Form ST-12 can be obtained online at http://www.tax.virginia.gov. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth’s excise tax exemption registration number is 54-73-0076K.

## 16. ENTIRE AGREEMENT

This Contract, the solicitation, bid response, solicitation instructions, attachments, and all Services specifically listed in the Schedule, and the notes in the Schedule constitute the entire agreement between the parties with respect to the subject matter of this Contract. All prior agreements, representations, statements, negotiations and undertakings are hereby superseded with respect to Services acquired by the Commonwealth under the terms and conditions of this Contract.

No other written documents regardless of form or content shall be executed by any agency or institution for Services acquired under this Contract unless signed by the VITA authorized representative.

## 17. ASSIGNMENT OF CONTRACT

To the fullest extent permitted by law, the parties agree that Contractor's rights under this Contract shall not be assignable, in whole or in part, to any other party without the Virginia Information Technologies Agency’s (VITA’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 VITA purchasing office prompt written notice of the assignment, signed by authorized representatives of both the Contractor and the assignee. This written notice shall be on VITA's "Assignment Notice / Payment Instructions" form and shall provide all information requested on that form. Copies of the form may be obtained from the individual listed on VITA’s web site as the VITA contact for this contract, or designee. Upon the VITA contact’s, or designee’s, acknowledgment of receipt of the properly executed form, the Assignee shall notify the Controller, VITA, of the assignment and shall supply the Controller, VITA, with a copy of the properly executed form. Any payments made prior to receipt of such notification and form shall not be covered by this assignment.

In the event VITA receives any notice from a third party claiming to be an assignee of any rights of the Contractor under this Contract, Contractor agrees that payment or other performance in respect of those rights shall not be due until at least 30 days after VITA'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 Supply Chain Management Directorate of VITA shall promptly notify the Contractor of any assignment notice it receives.

## 18. NONDISCRIMINATION OF CONTRACTORS

A bidder or contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

## 19. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION

The eVA Internet electronic procurement solution, web site portal at http://www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

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

Vendors are strongly encouraged to register prior to submitting a bid. Failure to register will result in the bid being found non-responsive and rejected. All vendors must register in both the eVA and the Ariba Commerce Services Network Vendor Registration Systems.

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

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

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

## 20. eVA BUSINESS-TO-GOVERNMENT CONTRACTS

The eVA Internet electronic procurement solution, web site portal http://www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

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

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

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

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

## 21. 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:

a. Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

b. 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;

c. Nonvisual access technology shall be integrated into any networks used to share communications among employees, program participants or the public; and

d. 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 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 Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.2-3500 through 2.2-3504 of the Code of Virginia.

## 22. SECTION 508 COMPLIANCE

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, the Contractor must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration.

The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia.

## 23. TRANSPORTATION AND PACKAGING

By submitting their bids, all bidders certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.

## 24. ON-SITE WARRANTY

Contractor shall provide On-site Warranty Services (labor, parts and travel) for a period of not less than twelve (12) months or such greater period as may be provided in the Schedule, beginning on the date of acceptance, at no cost. Contractor shall act as sole point-of-contact for all repairs under Warranty.

a. Contractor provided On-site Warranty Service for minor failures: Contractor shall acknowledge receipt within two (2) hours and respond On-site within twenty-four (24) hours after notification from the Authorized User that a minor failure exists during the PPM (Principal Period of Maintenance) which is defined as Monday through Friday, 8 a.m. to 5 p.m.

   Minor failures are defined as those failures that do not directly and adversely affect the operation of active telecommunications equipment directly attached to at least four (4) ports or 15% of the total wired ports (whichever is greater) provided as part of the Contractor installed "system". System is defined as the total parts and complete turnkey installation at a given Authorized User's site.

b. Contractor provided On-site Warranty Services for major failures: Contractor shall acknowledge receipt within two (2) hours and respond On-site within four (4) hours after notification from the Authorized User that a major failure exists, during the PPM as defined above.

   Major failures are defined as those failures that directly and adversely affect the operation of active telecommunications equipment attached to at least four (4) ports and more than 15% of the total wired ports provided as part of the Contractor installed system as defined above.

c. Prior to the expiration of the warranty period, whenever Equipment is shipped for mechanical repair or replacement purposes, the Contractor shall bear all costs associated with returning the Equipment to the Contractor's repair facility. When repair of the Equipment is completed, the Contractor shall bear all costs associated with returning the Equipment to the Authorized User's original point of shipment. Cost of shipping includes but is not limited to, costs of packing, transportation, rigging, drayage and insurance for damage or loss. Contractor shall repair the Equipment or provide an interim replacement product, within 72 hours of notification that a malfunction exists. Any interim product(s) shall be provided at no additional cost to Authorized User, until the original product is returned, in good working condition.

d. All parts used under this Agreement must be new parts or refurbished parts certifiable as new. Parts that have been replaced shall become the property of the Contractor.

e. During the warranty period, the Contractor shall provide all manufacturer-recommended preventive and scheduled maintenance on all equipment and materials at no additional cost to the Commonwealth or the Authorized User.

## 25. CONDITIONS OF PAYMENT

All equipment, software, or services provided by Contractor pursuant to this Contract shall be delivered/performed to the satisfaction of the Authorized User and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Contractor shall not receive payment for defective material or work found by the Authorized User to be unsatisfactory, or performed in violation of federal, state, or local laws, ordinances, rules, or regulations.

## 26. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Contractor's liability under this Contract for loss or damages to government property caused by use of any defective or deficient supplies, products, equipment and/or services delivered under this Contract shall not exceed the greater of $1,000,000 or three (3) times the amount of money paid to the Contractor under this Contract during the twelve month period preceding the event or circumstance giving rise to such liability. The Contractor will not be liable under this Contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this Contract. The above limitation of liability is per incident. The limitation and exclusion of damages in the foregoing sentences will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

## 27. EQUIPMENT CONDITION

All equipment delivered under this Contract shall be new.

## 28. SEVERABILITY

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

## 29. OWNERSHIP OF DOCUMENTS

Any reports, studies, photographs, negatives, or other documents prepared by Contractor in the performance of its obligations under this Contract shall be the exclusive property of the Authorized User. All such materials shall be remitted to the Authorized User by the Contractor upon completion or termination of an order, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the Authorized User.

## 30. CONTRACTUAL RECORDS

All contractual books, records and other documents related to matters under this Contract shall be made available by Contractor to the Commonwealth and its designated agents for a period of three (3) years after final payment for purposes of audit and examination.

Contractual records are hereby further defined as this Contract and all delivery/purchase orders, invoices or correspondence directly relating to this Agreement.

## 31. RISK OF LOSS OR DAMAGE

The Authorized User is relieved from all risks of loss or damage to equipment prior to acceptance and for the entire time title to equipment remains in the Contractor's possession.

## 32. TITLE

Clear and unrestricted title for any item of equipment purchased under this Contract shall pass to the Authorized User whenever acceptance is provided by the Authorized User in accordance with the Section herein entitled "ACCEPTANCE, TESTING AND COMPLIANCE WITH SPECIFICATIONS."

## 33. INSTALLATION RESPONSIBILITY

Except for specific limitations contained in this Contract, the Contractor shall be responsible for the complete installation of the equipment proposed under the terms of this Contract and to make such items ready for operational use. Examples include unpacking, installing and connecting to utility services.

## 34. ACCEPTANCE, TESTING AND COMPLIANCE WITH SPECIFICATIONS:

All materials, Equipment, and Services are subject to inspection and testing by the Authorized User, as delineated herein under TESTING AND INSPECTION and in Attachment "A", section II.H, "System Acceptance and Performance Requirements", and any that does not meet or exceed the specifications or other requirements of the Contract may be rejected. The Authorized User shall be given thirty (30) days from the completion of installation by the Contractor to test, evaluate and accept the materials, equipment, Products, and Services delivered or furnished under this Contract (provided that the Authorized User, in its sole discretion, may accept the same prior to expiration of the thirty (30) day period). If the Contractor's materials, equipment, Products or Services fail to meet the Contract specifications or other requirements, including the specifications of the brand name, or those required by the Contractor's own technical documentation, then the same may be rejected and returned to the vendor. Such rejection may terminate this Contract or Order and exempt the Authorized User from all costs incurred by the Contractor.

Acceptance shall be effective for the purpose of determining title to that which is delivered and for making payment, however, acceptance by the Authorized User following testing and evaluation during the thirty (30) day period shall not be conclusive that the materials, equipment, software or Services conform in all respects to the Contract specifications and other requirements. In the event that nonconformance therewith is discovered by the Authorized User after acceptance, whether due to a latent defect or otherwise, the Contractor shall take whatever action is necessary to conform the materials, Equipment, software or Services to the Contract specifications and other requirements, including but not limited to modification or replacement of the same. The Contractor's failure to do so shall constitute breach of Contract for which the Commonwealth may exercise the remedies provided in the section herein entitled "Termination and Cancellation," in addition to and not in lieu of any other remedies available under Virginia law.

**35. FIELD MODIFICATIONS AND/OR ENGINEERING CHANGES**

Contractor sponsored modifications and/or engineering changes shall be made with the consent of the Authorized User at no additional charge for a period of one (1) year from the date of installation. The Authorized User reserves the right at all times to schedule these Contractor sponsored modifications and/or changes to minimize the impact on the daily operations of the Authorized User.

**36. TERMINATION AND CANCELLATION**

The Commonwealth shall have the unilateral right to terminate this Contract for Default, in the event that any one or more of the following events of default occur or continue during the term of this Agreement,

a. the vendor shall fail to deliver the equipment or services required by this Contract by the specified delivery date or

b. the vendor shall repeatedly fail to respond to requests for maintenance or other services within the time limits set forth in the Contract or

c. the vendor shall breach any of the other terms set forth within this Agreement or

d. the vendor shall fail to cure any breach after receiving a "Show Cause Notice" identifying the failure, and providing the vendor ten (10) days to cure the failure/nonperformance. If the vendor fails to answer the cure notice, or does not correct the deficiencies noted, the Commonwealth may immediately terminate the Agreement for Default.

In such event, the Authorized User will only be liable for cost incurred to the date of termination. All costs of de-installation and return of the equipment will be the vendor’s expense.

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

**37. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS**

Any commitment made by the Contractor within the scope of this Contract shall be binding upon Contractor. For the purposes of this Contract, a commitment by the Contractor includes:

a. Prices and options committed to remain in force over a specified period(s) of time;

b. Any written warranty or representation made by the Contractor in this solicitation as to hardware or software performance, or other physical design or functional characteristics of that which is offered.

**38. INSTALLATION DATES:**

a. The Contractor shall deliver/install the requested Equipment, and/or Services ready for use, by the installation date (day, month, year) identified in any Order.

b. Any amendment by the Commonwealth to this Contract or any part thereof, may require the establishment of a new mutually agreed to required delivery date. The Commonwealth or Authorized User may delay the installation date by notifying the Contractor at least ten (10) days before the required installation date.

c. If the Equipment, or Services is not delivered/installed within the time specified in the Order the Authorized User reserves the right to cancel the Order, and the Commonwealth reserves the right to terminate this Contract for default, without further obligation.

d. Neither the Contractor nor the Authorized User shall be responsible for delays resulting from acts beyond the control of each party. These include, but are not limited to, acts of God, riots, acts of war, fire, earthquakes, epidemics, or disasters.

**39. NON-APPROPRIATION**

Obligations for payment of equipment, software or services ordered under this Contract are subject to the availability of legislative appropriation for this purpose. In the event of non-appropriation of funds by the Legislature for the items under this Contract, the Commonwealth will terminate this Contract or any order(s) for those goods or services for which funds have not been appropriated. Written notice will be provided to the Contractor as soon as possible after legislative action is completed.

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

**40. DISPUTES**

In accordance with Section 2.2-4363 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 the purchasing 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 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia or the administrative procedure authorized by Section 2.2-4365, Code of Virginia.

Contractor agrees to submit any and all contractual disputes arising from this Contract to VITA's alternative dispute resolution procedures. Contractor may invoke VITA's alternative dispute resolution procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

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.Contract

**41. ASBESTOS:**

a. This subsection applies to projects involving existing buildings where asbestos abatement is not a part of the work. If the contractor discovers or inadvertently disturbs any material that may contain asbestos that has not been previously identified, that was overlooked during the removal, or which was deemed not to be friable or which was encapsulated, the contractor shall stop work in the area containing the asbestos, secure the area, and notify the Authorized User immediately by telephone or in person with written notice as soon as possible. The Authorized User will have the suspect material sampled.

   If the sample is positive and must be disturbed in the course of the work, the Authorized User will have the material repaired or removed and will pay for the bulk sample analysis.

   If the material disturbed is not within the contractor's authorized work and/or work area or under this Contract, the contractor will pay for all associated sampling and abatement costs.

b. If asbestos abatement is included as a part of the work, the contractor shall assure that the asbestos abatement work is accomplished by those duly licensed in accordance with the specific requirements of the Contract documents.

c. If asbestos abatement is included as part of the work, the licensed asbestos subcontractor shall, in the insurance required, name the Commonwealth of Virginia and the contractor as additional insured.

**42. TERM**

The term of this Contract shall be from the date of award and continue for two (2) years. At the Commonwealth's sole discretion, this Contract may be extended for three (3) additional one (1) year periods after the initial two (2) years. The Commonwealth will issue a written notification approximately ninety (90) days prior to the expiration of any current Term, of its intent to renew this Agreement.

**43. PRICE PROTECTION/ADJUSTMENTS**

Price increases may be negotiated only at the time of renewal as provided in "TERM".

b. If the Commonwealth elects to exercise the option to renew the Contract for an additional one (1) year period as provided in "TERM", the Contract prices for the additional one (1) year shall not exceed the Contract prices of the original Contract by more than the percentage increase in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): Seasonally adjusted U.S. city average – All items less food" category of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available.

c. If during any subsequent renewal periods, the Commonwealth elects to exercise the option to renew the Contract as provided in "TERM", the Contract prices for the subsequent renewal period shall not exceed the Contract prices of the previous renewal period by more than the percentage increase in the "Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W): Seasonally adjusted U.S. city average – All items less food" category of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available.

**44. TERMINATION FOR CONVENIENCE**

This Contract may be terminated, in whole or in part, upon sixty (60) days advance written notice by the Commonwealth of Virginia. There are no additional costs or financial obligations to the Commonwealth upon termination for convenience.

**45. TERMINATION FOR CONVENIENCE OF INDIVIDUAL ORDER**

Any individual Order placed under this Agreement may be terminated, in whole or in part, by an Authorized User for its convenience, at any time up to thirty (30) days advance written notice to the Contractor. There are no other costs or obligations for termination for convenience.

**46. CONTRACTOR REGISTRATION**

If a Contract for construction, removal, repair or improvement of a building or other real property is for seventy thousand dollars ($70,000) or more, or if the total value of all such contracts undertaken by bidder within any twelve-month period is five hundred thousand dollars ($500,000) or more, the bidder is required under Title 54.1-1100, Code of Virginia (1950), as amended, to be licensed by the State Board of Contractors a "CLASS A CONTRACTOR." If such a Contract is for seventy five hundred dollars ($7,500) or more but less than seventy thousand dollars ($70,000), (one thousand dollars [$1,000] for electrical, plumbing and HVAC work) the bidder is required to be licensed as a "CLASS B CONTRACTOR." If such a Contract is for one thousand dollars ($1,000) or more but less than seventy five hundred dollars ($7,500) and is not for electrical, plumbing and HVAC work, the bidder is required to be licensed as a "CLASS C CONTRACTOR." The bidder shall place on the outside of the envelope containing the bid and shall place in the bid over his signature whichever of the following notations is appropriate, inserting his contractor license number and specialty designation:

Licensed Class A Virginia Contractor No. _____
Specialty _____

Licensed Class B Virginia Contractor No. _____
Specialty _____

If the bidder shall fail to provide this information on his bid or on the envelope containing the bid and shall fail to promptly provide said contractor license number to the Commonwealth in writing when requested to do so before or after the opening of bids, he shall be deemed to be in violation of § 54.1-1115 of the *Code of Virginia* (1950), as amended, and his bid will not be considered.

If a bidder shall fail to obtain the required license prior to submission of his bid, the bid shall not be considered.

**47. SUPPLIER'S REPORT OF SALES**

The Contractor shall report the dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this Contract within sixty (60) days of payment for goods and services delivered under this Contract. The dollar value of a sale is the price paid by the Authorized User for all products and services on a Contract order. 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, VITA, and a copy to the individual listed on VITA's web site as the VITA contact for this contract, both at the VITA address shown on the cover page of the contract.

The Supplier's Report of Sales shall be prepared from actual invoices submitted to and paid by the Authorized Users pursuant to this Contract. Data submitted shall include Contractor's tax identification number, cumulative total sales to date carried forward for duration of Contract, and for each invoice the name of project, invoice date, invoice number, order number(s), Authorized User, Authorized User's contact name and telephone number, and sale amount.

**48. INDUSTRIAL FUNDING ADJUSTMENT**

The Contractor shall pay VITA, an Industrial Funding Adjustment (IFA). The Contractor shall remit the IFA within 60 days after receiving payment for goods and services delivered under this Contract. The IFA equals two percent (2%) of the total sales reported. Contractor shall remit the IFA together with a copy of the Supplier's Report of Sales as delineated in the paragraph herein entitled "Supplier's Report of Sales". The IFA reimburses the Commonwealth and defrays the costs for IT procurement and the administration of the subsequent awards. The IFA amount due must be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material. The payment shall be made by check made payable to the Controller, VITA.

If the full amount of the IFA is not paid within the 60 calendar days after receiving payment for goods delivered under this Contract, then it shall constitute a Contract debt to the Commonwealth of Virginia, and the Commonwealth 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 Authorized Users under this Agreement.

**49. UNIVERSAL SERVICE FUND PARTICIPATION BY CONTRACTOR**

The Contractor agrees to make available to all requesting USF participants, all products and Services as listed and priced herein. The Contractor agrees to provide the Products and Services directly to the USF participant, and to bill each USF participant directly. The Contractor agrees and understands that the responsibility for collection of all charges incurred, and the responsibility for resolving all Product and Service problems as well as administration of said Contract for USF participation shall be the sole responsibility of the Contractor.

The Contractor warrants that it is qualified under applicable Federal Communications Commission and Virginia State Corporation Commission rules to apply for and receive Universal Service Fund allocations/disbursements for services provided pursuant to this Contract to agencies and entities and users which are eligible for those allocations/disbursements on behalf, and for the benefit, of those agencies and institutions. The Contractor also agrees to maintain those qualifications, and to assist agencies and entities in applying for and receiving these allocations/disbursements.

## 50. SUPERINTENDENCE BY CONTRACTOR

The Contractor shall have a competent foreman or superintendent, satisfactory to the Authorized User, on the job site at all times during the progress of the work. The Contractor shall be responsible for all construction means, methods, techniques, sequences, and procedures, for coordinating all portions of the work under the Contract except where otherwise specified in the Contract documents, and for all safety and worker health programs and practices. The Contractor shall notify the Authorized User, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.

The Contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person, anyone not skilled in the work assigned to him, or anyone who will not work in harmony with those employed by the Contractor, the subcontractors, the Authorized User or the Authorized User's separate Contractors and their subcontractors.

The Authorized User may, in writing, require the Contractor to remove from the work any employee the Authorized User deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.

## 51. WARRANTY OF MATERIALS AND WORKMANSHIP

The Contractor warrants that, unless otherwise specified, all materials and Equipment incorporated in the work under the Contract shall be new, in first class condition, and in accordance with the Contract documents. The Contractor further warrants that all workmanship shall be of the highest quality and in accordance with Contract documents and shall be performed by persons qualified at their respective trades.

Work not conforming to these warranties shall be considered defective.

This warranty of materials and workmanship is separate and independent from and in addition to any of the Contractor's other guarantees or obligations in this Contract.

## 52. PRIME CONTRACTOR RESPONSIBILITY

If the Contractor's services offering include 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 the entire proposed configuration and shall be the sole point of Contract 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 products or services, and that such other party has agreed in within that it has no objection thereto.

## 53. PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE

Contractor acknowledges that in the course of performing services hereunder its personnel and subcontractors (if any) will have access to confidential information about the Commonwealth's business, operations, employees, and customers. Contractor agrees that, except as directed by the Commonwealth, 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 the Commonwealth or at the Commonwealth'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 Authorized Users, 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.

**54. CONTRACTOR ACCESS TO AUTHORIZED USER LOCATIONS**

Authorized User shall grant to Contractor personnel such access to the Authorized User location as may be necessary or appropriate for Contractor to perform its obligations under this Agreement, subject to all security issues. For any individual Authorized User 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 Authorized User location, be required to undertake the execution and completion for each individual employee, the requirement of the submission of additional forms that the Authorized User would consider reasonable for security measures. These forms may include the individual employee's agreement that all Authorized User information that is garnered while at the Authorized User 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.

**55. ORDERS**

Authorized Users may order Equipment and Services from this Contract by one of the following methods:

a. eVA: An order placed through the eVA electronic procurement website portal http://www.eva.virginia.gov

b. Purchase Order (PO): An official PO form issued by an Authorized User

c. Charge Card:

1) Any order/payment transaction processed through the Commonwealth's Contract with American Express (AMEX). Each Commonwealth Charge Card Order must not exceed $5,000, or the then current charge card limit. Payment will be made by AMEX to Contractor within three (3) business days.

2) Any other order/payment charge or credit card process, e.g. AMEX, MASTERCARD, or VISA, under Contract for use by an Authorized User.

This ordering authority is limited to issuing Orders for the Services and Products available under this Agreement. Under no circumstances shall any Agency, Institution, or other public body have the authority to modify this Agreement.

**SOLICITATION INSTRUCTIONS**
REV. 2/16/05

1. EXPLANATION TO BIDDERS:

Any explanation desired by a vendor regarding this solicitation/invitation for bid must be requested in writing and with sufficient time allowed for a reply to reach the vendor before the submission of their bids. PRIOR TO SUBMISSION OF A BID, VENDORS ARE REQUIRED TO READ THESE INSTRUCTIONS, REVIEW THE SCHEDULE, READ ALL TERMS AND CONDITIONS AND CHECK THE DGS/DPS EVA WEB SITE WWW.EVA.VIRGINIA.GOV AND SUPPLY CHAIN MANAGEMENT (SCM) DIRECTORATE's WEB SITE AT WWW.VITA.VIRGINIA.GOV/PROCUREMENT/PROCUREMENT.CFM FOR ANY AMENDMENTS OR CHANGES. THIS SOLICITATION IS SUBJECT TO THE PROVISIONS OF THE VIRGINIA PUBLIC PROCUREMENT ACT (VPPA). Any interpretation required by the Commonwealth will be in the form of an amendment to the solicitation; SEE PARAGRAPH 10 BELOW. Oral explanations or instructions given before the award of the Contract will not be binding.

2. PREPARATION OF SOLICITATION

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

B. Vendors are required to enter their Federal Identification Number [FIN] in the upper right hand corner on Page 1, VITA Form 62. Failure to enter a number in the space provided or to provide a correct FIN number may delay award or result in VITA determining that the vendor is not registered to conduct business with VITA. It is the vendor's responsibility to provide the correct FIN number and to keep VITA updated as to any changes in vendor's status.

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

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

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

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

3. SUBMISSION OF BIDS

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

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

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

A. Any bids received at the office designated as the Issuing Office on page 1 of the Solicitation after the exact time specified for receipt will not be considered for award.

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

5. PUBLIC OPENING OF BIDS

Bids will be publicly opened at the time and date specified on page 1 of the Solicitation document. Bids will not normally be evaluated at the bid opening meeting. All bids will be opened at the location shown on page 1 of the solicitation.

6. SOLICITATION TERMS AND CONDITIONS

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

If the vendor includes additional terms and conditions on pre-printed marketing sheets, pre-printed catalogues, or other pre-printed materials, then it is understood that those terms and conditions are of no consequence to and will not be included in any resulting Contract.

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

7. AWARD OF CONTRACT

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

8. AWARD NOTICES

Upon the completion of evaluation, the Commonwealth will post a NOTICE OF AWARD (NOA). All award notices will be posted on the DGS/DPS eVA web site (www.eva.virginia.gov) AND SCM's web site (www.vita.virginia.gov/procurement/procurement.cfm).

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

TELEPHONIC REQUESTS FOR BID RESULTS WILL NOT BE HONORED.

9. AMENDMENT OF SOLICITATION

Any amendment or change to this solicitation will be issued in writing and will identify the changes to be made in the bid. All amendments will be posted to the DGS/DPS eVA web site (www.eva.virginia.gov) and SCM's Web site at (www.vita.virginia.gov/procurement/procurement.cfm).

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

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

10. ANTI-COLLUSION CERTIFICATION

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

11. DEMONSTRATIONS

The Commonwealth reserves the right to require the Bidder to demonstrate to the satisfaction of the Commonwealth, that the products offered will perform in a completely acceptable manner and to meet or exceed the specifications referenced in the solicitation. The demonstration site and time is subject to agreement between the Commonwealth and Bidder

12. PROTESTS OF AWARDS

All protests of awards shall be conducted in accordance with the provisions of the VPPA and VITA's Alternative Dispute Resolution procedure.

13. CONTRACT

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

Specifications - Any comments or questions concerning the specifications, terms and conditions or any note contained in this solicitation shall be submitted, in writing, to the issuing office (See VITA Form #62).

14. TRADE SECRETS OR PROPRIETARY INFORMATION

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

15. ALTERNATIVE DISPUTE RESOLUTION

By signing and submitting a bid under this solicitation, the bidder agrees that should it desire to appeal a protest decision of an award resulting from this solicitation, it agrees to submit such appeal to VITA's alternative dispute resolution procedures. Such use of VITA's alternative dispute resolution procedures shall be concurrent with and not in lieu of the bidder's other statutory protest appeals outlined in §§2.2-4364 and 4365 of the Code of Virginia.