Commonwealth of Virginia
Virginia Information Technologies Agency

CABLING PRODUCTS & SERVICES

Optional Use Contract for State Agencies

Date:	January 29, 2015
Contract #:	VA-100826-CDIS
Authorized Users:	All Public Bodies, including VITA and all Commonwealth agencies; as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia.*
Contractor:	CDIS, Inc. 407 Industry Drive Hampton, VA 23661
Contact Person:	Richard Roscopf Voice: 757-251-6690 Fax: 757-251-6658 Toll Free: 888-317-9287 Email: rroscopf@cdiscorp.com
FIN:	26-2012983
Term:	July 1, 2015 – June 30, 2016

For Additional Information, Please Contact:

Virginia Information Technologies Agency
Supply Chain Management

John Tackley
Strategic Sourcing Specialist
Phone: 804-416-6165
E-Mail: john.tackley@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-100826-CDIS
CHANGE LOG

Change No.	Description of Change	Effective Date
1	Updates the Supplier's contact information	04/24/12
2	Extend contract term	07/01/13
3	Extend contract term	07/01/14
4	Mod 1 adds the definition of Authorized Users, Indemnification, Dispute Resolution & Travel	07/08/14
5	Extends contract term	07/01/15

SERVICE AREA
VDOT Construction District(s)

Includes the following Cities & Counties:
Hampton Roads, Richmond

COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency
11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

TDD VOICE -TEL. NO.
711

January 28, 2015

Richard Roscopf
CDIS Inc.

Per Section 3.A. ("Term and Termination") of contract VA-100826-CDIS, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from July 1, 2015 – June 30, 2016. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160

MODIFICATION NO. 1
TO
CONTRACT NUMBER VA-100826-CDIS
BETWEEN THE
COMMONWEALTH OF VIRGINIA
AND
CDIS, INC.

This MODIFICATION No. 1 is hereby incorporated into and made an integral part of Contract VA-100826-CDIS.

The purpose of this Modification is to add the clause(s) and clarifications listed below:

1. Add to the definition of "Authorized Users" in Section 2 Subsection C on Contract Page 3.
   "Authorized Users include private institutions of higher education chartered in Virginia and granted tax-exempt status under 501 C (3) of the Internal Revenue Code. A list of the private institutions eligible to use this contract can be found at http://www.cicv.org/our-Colleges/Profiles.aspX

2. Add to the definition of "Indemnification" in Section 7 Subsection D on Contract Page 10.
   "In the event of a settlement between Supplier and privative institution of higher education who is an Authorized User of this contract, the settlement shall be satisfactory to such institution."

3. Add to the definition of "Dispute Resolution" in Section 10 Subsection G on Contract Pages 12-13.
   "In the event of any breach by a public body *or a private institution,* Supplier'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 Supplier's remedies include to the right to terminate any license or support services hereunder."

4. Add to definition of "Travel" in Section 10 Subsection S on Contract Page 14.
   "If the Authorized User is a private institution chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, such private institution may have its own per diem amounts applicable to Supplier's pre-approved travel expenses."

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-100826-CDIS by this Modification No. 1.

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.

NAME OF SUPPLIER

BY: CDIS Inc.

NAME: Richard Roscopf

TITLE: President

DATE: July 8, 2014

COMMONWEALTH OF VIRGINIA

BY:

NAME: James MacKenzie

TITLE: Strategic Sourcing Specialist

DATE: 07/08/2014

COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency
11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

TDD VOICE -TEL. NO.
711

May 21, 2014

Richard Roscopf
CDIS Inc.

Per Section 3.A. ("Term and Termination") of contract VA-100826-CDIS, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from July 1, 2014 – June 30, 2015. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160

COMMONWEALTH of VIRGINIA

Virginia Information Technologies Agency
11751 Meadowville Lane
Chester, Virginia 23836-6315
(804) 416-6100

Samuel A. Nixon, Jr.
Chief Information Officer
E-mail: cio@vita.virginia.gov

TDD VOICE -TEL. NO.
711

May 23, 2013

Richard Roscopf
CDIS Inc.

Per Section 3.A. ("Term and Termination") of contract VA-100826-CDIS, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for one year, from July 1, 2013 – June 30, 2014. Should you have any questions, please feel free to contact me.

Respectfully,
Doug Crenshaw
Strategic Sourcing Manager
Virginia Information Technologies Agency
(804) 416-6160

Virginia Information Technologies Agency

Supply Chain Management (SCM)

SOLICITATION - OFFER -and- AWARD

Information Technology / Telecommunications / Products / Services

Invitation for Bid (IFB)

Structured Cabling Products and Services

IFB #:	Date Issued:	Date Due:	REQ #:
2010-25	July 19, 2010	**August 18, 2010**	n/a

For more information, please send e-mail to Single Point of Contact (SPOC): John.Tackley@vita.virginia.gov, or call (804) 416-6165

ISSUING OFFICE:	SHIP TO:
VITA - Supply Chain Management 11751 Meadowville Lane Chester, VA 23836	...as specified in each order **BILL TO:** ...as specified in each order

1) SOLICITATION

This procurement is being conducted on behalf of VITA and other Public Bodies as defined in §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia. Sealed Bids for furnishing the Products and/or Services set forth in the Price Schedule will be returned to the Issuing Office. If hand carried, deliver to the SCM receptionist located at the Issuing Office address above. Bids must be received prior to 2:00 PM local time on the Date Due indicated above (Public bid opening at 2:30 PM). Please read and understand the attached Solicitation Instructions. This is an advertised solicitation consisting of this cover page, the Solicitation Instructions, Requirements, Pricing Schedule, Certification Regarding Lobbying and the Mandatory Contractual Terms and Conditions, and any other files, exhibits, attachments, provisions, representations, certifications or specifications as are attached or incorporated herein by reference, or any subsequent amendments issued.

2) 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 Pricing Schedule, delivered to the Ship To address within the time specified in individual orders. All offers are subject to the Mandatory Terms and Conditions set forth herein. Electronic signatures will be considered as if original signatures.

BIDDER INFORMATION

Supplier's FEIN:	26-2012983
Supplier's SCC #:	0689011-5
Firm Name:	CDIS, INC.
Address:	7 Jakes Lane
City/State/ZIP:	Hampton, VA 23664
E-mail:	rroscopf@cdiscorp.com
Voice #:	757-804-5373
Fax #:	757-851-0950

Richard R Roscopf

BIDDER's Binding SIGNATURE

NAME: Richard R. Roscopf

3) AWARD

BID ITEMS AWARDED:	AWARDED BY:	AWARD DATE:	CONTRACT #:
BID ITEMS: 1 through 72: ONLY in the following VDOT construction districts: **Hampton Roads** **Richmond**	...for the Chief Information Officer (CIO) of the ***Commonwealth of Virginia***	8/30/2010	VA-100826-CDIS

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

IFB 2010-25 PRICE SCHEDULE

Catalog/Service Item	Unit of Measure	Contract Price
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	26.00
2. Category 5e cable (cable only), plenum-rated, per foot	FT	.13
3. Category 5e cable (cable only), non-plenum-rated, per foot	FT	.07
4. Category 5e UTP patch panel, 12 ports	EA	44.13
5. Category 5e UTP patch panel, 24 ports	EA	60.95
6. Category 5e UTP patch panel, 48 ports	EA	141.50
7. Category 5e outlet/connector, including bezels or other miscellaneous mounting hardware required to mount in faceplate	EA	2.88
8. Category 5e UTP patch cord, 1 meter	EA	.71
9. Category 5e UTP patch cord, 2 meters	EA	1.11
10. Category 5e UTP patch cord, 3 meters	EA	1.51
11. Category 5e UTP patch cord, 5 meters	EA	2.00
12. Category 6 cable (cable only), plenum-rated, per foot	FT	.22
13. Category 6 cable (cable only), non-plenum-rated, per foot	FT	.13
14. Category 6 UTP patch panel, 12 ports	EA	61.00
15. Category 6 UTP patch panel, 24 ports	EA	98.99
16. Category 6 UTP patch panel, 48 ports	EA	180.74
17. Category 6 UTP patch cord, 1 meter	EA	1.15
18. Category 6 UTP patch cord, 2 meters	EA	1.73
19. Category 6 UTP patch cord, 3 meters	EA	2.16
20. Category 6 UTP patch cord, 5 meters	EA	2.78

IFB 2010-25 PRICE SCHEDULE

Catalog/Service Item	Unit of Measure	Contract Price
21. Category 6 outlet/connector, including bezels and other miscellaneous mounting hardware required to mount in faceplate	EA	3.99
22. Single-gang faceplate, including blanks for unused ports, screws and all hardware required to mount to box or mounting bracket	EA	1.10
23. Double-gang faceplate, including blanks for unused ports, screws and all hardware required to mount to box or mounting bracket	EA	2.85
24. Single-gang mounting bracket, including all hardware required to flush-mount to existing sheetrock wall	EA	.95
25. Double-gang mounting bracket, including all hardware required to flush-mount to existing sheetrock wall	EA	2.25
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	36.00
27. Plenum-rated innerduct (duct only), per foot	FT	1.42
28. 568SC fiber optic connector or other approved duplex Small Form Factor connector	EA	4.91
29. 6-fiber plenum-rated 62.5/125 micron optical fiber cable (cable only), per foot	FT	.52
30. 12-fiber plenum-rated 62.5/125 micron optical fiber cable (cable only), per foot	FT	.82
31. 24-fiber plenum-rated 62.5/125 micron optical fiber cable (cable only), per foot	FT	2.44
32. 6-fiber plenum-rated 50/125 micron laser-optimized optical fiber cable (cable only), per foot	FT	.47
33. 12-fiber plenum-rated 50/125 micron laser-optimized optical fiber cable (cable only), per foot	FT	.69
34. 24-fiber plenum-rated 50/125 micron laser-optimized optical fiber cable (cable only), per foot	FT	2.24
35. Riser-rated innerduct (duct only), per foot	FT	1.63
36. 6-fiber riser-rated 62.5/125 micron optical fiber cable (cable only), per foot	FT	.44

IFB 2010-25 PRICE SCHEDULE

Catalog/Service Item	Unit of Measure	Contract Price
37. 12-fiber riser-rated 62.5/125 micron optical fiber cable (cable only), per foot	FT	.66
38. 24-fiber riser-rated 62.5/125 micron optical fiber cable (cable only), per foot	FT	1.70
39. 6-fiber riser-rated 50/125 micron laser-optimized optical fiber cable (cable only), per foot	FT	.44
40. 12-fiber riser-rated 50/125 micron laser-optimized optical fiber cable (cable only), per foot	FT	.62
41. 24-fiber riser-rated 50/125 micron laser-optimized optical fiber cable (cable only), per foot	FT	1.52
42. Fiber patch panel/cabinet, 12 port capacity, wall mount	EA	59.75
43. Fiber patch panel/cabinet, 24 port capacity, wall mount	EA	64.50
44. Fiber patch panel/shelf, 12 port capacity, rack mount	EA	100.00
45. Fiber patch panel/shelf, 24 port capacity, rack mount	EA	116.50
46. 62.5/125 micron optical fiber patch cord, duplex, 1 meter	EA	6.15
47. 62.5/125 micron optical fiber patch cord, duplex, 2 meters	EA	6.35
48. 62.5/125 micron optical fiber patch cord, duplex, 3 meters	EA	6.60
49. 62.5/125 micron optical fiber patch cord, duplex, 5 meters	EA	7.45
50. 50/125 micron laser-optimized optical fiber patch cord, duplex, 1 meter	EA	8.25
51. 50/125 micron laser-optimized optical fiber patch cord, duplex, 2 meters	EA	8.50
52. 50/125 micron laser-optimized optical fiber patch cord, duplex, 3 meters	EA	9.25
53. 50/125 micron laser-optimized optical fiber patch cord, duplex, 5 meters	EA	11.55
54. Other cabling services, including cost of incidental materials (jumper wire, screws, connectors, "J" hooks, cable ties, cable routing hardware, etc.), per hour	**HR**	26.00
55. Category 3 backbone cable (cable only), riser-rated, 25-pair, per foot	FT	.53
56. Category 3 backbone cable (cable only), riser-rated, 50-pair, per foot	FT	1.05

IFB 2010-25 PRICE SCHEDULE

Catalog/Service Item	Unit of Measure	Contract Price
57. Category 3 backbone cable (cable only), riser-rated, 100-pair, per foot	FT	1.89
58. Category 3 backbone cable (cable only), riser-rated, 200-pair, per foot	FT	3.80
59. Category 3 backbone cable (cable only), riser-rated, 300-pair, per foot	FT	5.70
60. Category 3 backbone cable (cable only), plenum-rated, 25-pair, per foot	FT	.61
61. Category 3 backbone cable (cable only), plenum-rated, 50-pair, per foot	FT	1.30
62. Category 3 backbone cable (cable only), plenum-rated, 100-pair, per foot	FT	2.55
63. Category 3 backbone cable (cable only), plenum-rated, 200-pair, per foot	FT	5.40
64. Category 3 backbone cable (cable only), plenum-rated, 300-pair, per foot	FT	8.70
65. Category 5e cable (cable only), riser-rated, 25-pair, per foot	FT	.55
66. Category 5e cable (cable only), plenum-rated, 25-pair, per foot	FT	.95
67. Equipment rack, hinged, wall-mount, 35" – 48" tall, pre-drilled, 19" TIA/EIA mounting	EA	95.00
68. Equipment rack, floor standing, 7' tall, pre-drilled, 19" TIA/EIA mounting	EA	80.00
69. Equipment rack, floor standing, 3' - 4' tall, pre-drilled, 19" TIA/EIA mounting	EA	35.00
70. 66M1-50 connecting block, with hinged cover, 89D brackets and all mounting hardware	EA	5.95
71. 110 wiring block system with legs, label strips, all required mounting hardware, etc., for minimum 48 pairs	EA	23.65
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	32.00

IFB 2010-25 PRICE SCHEDULE

SERVICE DISTRICTS

Instructions: Indicate in the space provided next to each service district name whether this bid applies to the corresponding district by inserting the address of the field office(s) from which you agree to service that district. Labor rates in the Pricing Schedule apply to each district.

Service District…	Will be served from the following address or addresses:
Bristol	NO SERVICES AVAILABLE IN THIS DISTRICT
Culpeper	NO SERVICES AVAILABLE IN THIS DISTRICT
Fredericksburg	NO SERVICES AVAILABLE IN THIS DISTRICT
Hampton Roads	CDIS, Inc. 7 Jakes Lane Hampton, VA 23664
Lynchburg	NO SERVICES AVAILABLE IN THIS DISTRICT
Northern Virginia	NO SERVICES AVAILABLE IN THIS DISTRICT
Richmond	CDIS, Inc. 7 Jakes Lane Hampton, VA 23664
Salem	NO SERVICES AVAILABLE IN THIS DISTRICT
Staunton	NO SERVICES AVAILABLE IN THIS DISTRICT

REQUIREMENTS

I. Background

A. **Services:** It is the intent of this solicitation that the Contractor supply 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 three (3) types of 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).

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 product 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.

B. **Products**: The structured cabling Products referenced in the Price Schedule, may only be ordered in conjunction with the above listed Services.

C. **Standards:** 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**

IFB 2010-25 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: Hereafter 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, travel, 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 innerductvNNNN used by the Contractor, whether or not the Contractor installed that conduit or innerduct.

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

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 Propagation (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.

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

IFB 2010-25 REQUIREMENTS

License Number: 2705 133304A

Designation: Class A

Classification: ESC

Small Business Subcontracting Plan

All small businesses must be certified by the Commonwealth of Virginia, Department of Minority Business Enterprise (DMBE) by the contract award date to participate in the SWAM program. Certification applications are available through DMBE online at www.dmbe.virginia.gov.

Offeror Name: CDIS, Inc.

Preparer Name: Richard R Roscopf **Date:** 8/13/2010

Instructions:

A. If you are certified by the Department of Minority Business Enterprise (DMBE) as a small business, complete only Section A of this form. This shall not exclude DMBE-certified women, minority or service-disabled veterans-owned businesses when they have received DMBE small business certification.

B. If you are not a DMBE-certified small business, complete Section B of this form.

Section A

If your firm is certified by the Department of Minority Business Enterprise (DMBE), are you certified as a (**check only one below**):

_____ Small Business
_____ Small and Women-owned Business
_____ Small and Minority-owned Business
_____ Small Service Disabled Veteran-owned Business

Certification Number:_____
Certification Date:_____

Section B

Populate the table below to show your firm's plans for utilization of DMBE-certified small businesses in the performance of this contract. This shall not exclude DMBE-certified women, minority or service disabled veteran-owned businesses when they have received the DMBE small business certification. Include plans to utilize small businesses as part of joint ventures, partnerships, subcontractors, suppliers, etc.

Small Business Name & Address DMBE Certificate #	Status if Small Business is also: Women (W), Minority (M) Service-Disabled Veteran (D)	Contact Person, Telephone & Email	Type of Goods and/or Services	Planned Involvement During Initial Period of the Contract	Planned Contract Dollars During Initial Period of the Contract
Totals $	Ø	Ø	Ø	Ø	Ø

EXHIBIT C:

CERTIFICATION REGARDING LOBBYING

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

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

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

iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Signature: Richard R. Roscoe

Printed Name: Richard R. Roscoe

Organization: CDIS, Inc.

Date: 8/12/2010

VA-100826-CDIS

Resulting from IFB 2010-25

CONTRACTUAL TERMS AND CONDITIONS
HARDWARE AND MAINTENANCE CONTRACT
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Resulting from IFB 2010-16

CONTRACTUAL TERMS AND CONDITIONS
HARDWARE AND MAINTENANCE CONTRACT

THIS HARDWARE AND MAINTENANCE CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia (hereinafter referred to as "VITA"), and Supplier to be effective as of the date in set forth on the signature page of this Contract ("Effective Date" or "Award Date").

1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier agrees to sell the Product identified in the Pricing Exhibit A and referenced on the signature page of this Contract, and to provide various Services to the Authorized Users.

2. DEFINITIONS

A. Acceptance
Acceptance shall take the form of completed acceptance testing in conformance with the Requirements and/or as determined by Authorized User in the applicable order.

B. Agent
Any third party independent agent of any Authorized User.

C. Authorized Users
All Public Bodies, including VITA and all Commonwealth agencies, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia.

D. Confidential Information
Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order issued hereunder, and which at the time of disclosure either (i) is marked as being "Confidential" or "Proprietary", (ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party, or (iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party.

E. Maintenance Period
One (1) year after the expiration of the Warranty Period or Authorized User's purchase or renewal of maintenance services.

F. Operating Condition
That condition which allows the Product to function in a normal, acceptable working manner, as designed by the Original Equipment Manufacturer (OEM).

G. Party
Supplier, VITA, or any Authorized User.

H. Principal Period of Maintenance (PPM)
Days and times during which Supplier shall answer or respond to Authorized User's calls or emails for warranty or maintenance services.

I. Product
Hardware, peripherals, and any other equipment, including all provided Software, all upgrades, all applicable user documentation and related accessories, as set forth in the Pricing Exhibit A and referenced on the signature page of this Contract, provided by Supplier pursuant to this Contract.

J. Receipt (of Product)
An Authorized User or its Agent has physically received, by means of inside delivery, the Product at the correct "ship-to" location, as verified by signature of the Authorized User or Agent on a document provided by the Supplier's shipping agent or organization.

K. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Product described in the applicable Original Equipment Manufacturer's (OEM) documentation, an Authorized User's order, Exhibit B hereto, and such other parameters, characteristics, or performance standards for the Product that may be agreed upon in writing by VITA and Supplier or the Parties to an order issued hereunder.

L. Service

Any Product-related service provided by Supplier under this Contract, including certain maintenance and/or support services for the Product.

M. Software Publisher

The licensor of the Software provided by Supplier under this Contract. Software Publisher may be the Supplier under this Contract.

N. Supplier

Means the Supplier and any of its Affiliates (i.e., an entity that controls, is controlled by, or is under common control with Supplier).

O. Software

The operating system code, including software, firmware and microcode, (object code version) provided for each Product, including any subsequent revisions, as well as any applicable documentation.

P. Warranty Period

The greater of the manufacturer's Standard Warranty, or as specified in the Requirements Exhibit B. Warranty Period shall commence upon Acceptance.

3. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding through June 30, 2013. VITA, in its sole discretion, may extend this Contract for up to three (3) additional one (1) year periods after the expiration of the initial term. VITA will issue a written notification to the Supplier stating the extension period, not less than thirty (30) days prior to the expiration of any current term. Performance of an order or SOW issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all terms and conditions required for the operation of such order or SOW shall remain in full force and effect until Services pursuant to such order or SOW have met the final Acceptance criteria of the applicable Authorized User. Warranty or maintenance on any Product ordered during the term of the Contract may extend beyond the term of this Contract. Expiration of the term of this Contract or any order shall not affect any perpetual license granted pursuant to this Contract, provided all fees for such license have been paid.

B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or an Authorized User may terminate for convenience an order, in whole or in part, upon not less than thirty (30) days prior written notice at any time for any reason.

C. Termination for Breach or Default

VITA shall have the right to terminate this Contract, in whole or in part, or any order issued hereunder, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for breach and/or default of Supplier. Supplier shall be deemed in breach and/or default in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order issued hereunder.

If VITA deems the Supplier to be in breach and/or default, VITA shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order issued hereunder, in whole or in part. If an Authorized User deems the Supplier to be in breach and/or default of an order, such Authorized User shall provide Supplier with notice of breach and/or default and allow Supplier fifteen (15) days to cure the breach and/or default. If Supplier fails to cure the breach and/or default as noted, such Authorized User may immediately terminate its order, in whole or in part. Any such termination shall be deemed a Termination for Breach or a Termination for Default. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 USC 1352 or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach. VITA shall provide written notice to Supplier of such termination and Supplier shall provide written notice to VITA if

Supplier is charged with violation of 31 USC 1352 or if federal debarment proceedings are instituted against Supplier.

D. Termination for Non-Appropriation of Funds

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate any order, in whole or in part, or an Authorized User may terminate its order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed.

E. Effect of Termination

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User shall have any future liability except for Products or certain Maintenance or other Services accepted by the Authorized User prior to the termination date.

In the event of a Termination for Breach or Termination for Default, Supplier shall accept return of any Products or services that were not accepted by the Authorized User(s), and Supplier shall refund any monies paid by any Authorized User for such Product or services, including certain Maintenance Services, and all costs of de-installation and return of the Products shall be borne by Supplier.

F. Transition of Services

Prior to or upon expiration or termination of this Contract and at the request of VITA, Supplier shall provide all assistance as VITA or an Authorized User may reasonably require to transition Services to any other supplier with whom VITA or such Authorized User contracts for provision of Product-related services. This obligation may extend beyond expiration or termination of the Contract for a period not to exceed six (6) months. In the event of a termination for breach and/or default of Supplier or a termination due to Supplier's status as a party excluded from Federal Procurement and Nonprocurement Programs, Supplier shall provide such assistance at no charge or fee to VITA or any Authorized User; otherwise, Supplier shall provide such assistance at a reasonable hourly rate or a charge agreed upon by Supplier and VITA or an Authorized User.

G. Contract Kick-Off Meeting

Within 30 days of Contract award, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, the VITA and/or other CoVa Agency project manager(s) or authorized representative(s), technical leads, VITA representatives for SWaM and Sales/IFA reporting, as applicable, and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract. The Supplier may be required to have its assigned account manager as specified in Section 6.0 and a representative from its contracts department in attendance. The time and location of this meeting will be coordinated with Supplier and other meeting participants by the VITA contract manager.

H. Contract Closeout

Prior to the contract's expiration date, Supplier may be provided contract close out documentation and shall complete, sign and return to VITA Supply Chain Management within 30 days of receipt. This documentation may include, but not be limited to: Patent/Royalty Certificate, Tangible Property/Asset Certificate, Escrow Certificate, SWaM Reports Completion Certificate, Sales Reports/IFA Payments Completion Certificate, and Final Payment Certificate. Supplier is required to process these as requested to ensure completion of close-out administration and to maintain a positive performance reputation with the Commonwealth of Virginia. Any closeout documentation not received within 30 days of Supplier's receipt of our request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due the Supplier, including final payment, until the documentation is returned.

4. PURCHASE, PRICE ADJUSTMENTS, DELIVERY, INSTALLATION AND ACCEPTANCE

A. Orders

Notwithstanding all Authorized User's rights to license or purchase Supplier's products or services under this Contract, an Authorized User is under no obligation to license or purchase from Supplier any of Supplier's products or services. This Contract is optional use and non-exclusive and all Authorized Users may, at their sole discretion, purchase, license or otherwise receive benefits from third party suppliers of products and services similar to, or in competition with, the products and services provided by Supplier.

Supplier is required to accept any order placed by an Authorized User through the eVA electronic procurement website portal (http://www.eva.state.va.us). eVA is the Commonwealth of Virginia's e-procurement system. Commonwealth agencies, as defined in §2.2-2006 of the Code of Virginia, shall order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

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

ii). Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User.

This ordering authority is limited to issuing and canceling orders for the Products and Services available under this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract. An order from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede.

Notwithstanding the foregoing, Supplier shall not accept any order from an Authorized User if such order is to be funded, in whole or in part, by federal funds and if, at the time the order is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs.

ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA UNLESS VITA IS THE AUTHORIZED USER.

B. Purchase Price and Price Protection

The Pricing Schedule Exhibit A sets forth the fees and the applicable discounts. Neither VITA nor any Authorized User will pay any additional costs above those costs provided for in the Pricing Schedule Exhibit A. Supplier may submit to VITA a request for an increase in such fees or a decrease in such discounts. Such request must be accompanied by written documentation to VITA demonstrating the additional value reflected by such increase in fee or decrease in discount. VITA may, in its sole discretion, agree to a modification of this Contract to effectuate such increase in fees or decrease in discounts.

Any price decrease effectuated during the Contract term, or any extension thereto, by reason of market change shall be passed on to VITA and all Authorized Users. This decrease will be effective on the date the price decrease is announced to the general public.

Authorized charges do not include operational supplies (e.g. paper, tape) unless such supplies are specifically identified in the Pricing Schedule Exhibit A. All supplies used by the Authorized User shall conform to the Supplier's published specifications provided to such Authorized User at time of Product installation. The Authorized User reserves the right to acquire such supplies from any vendor of its choice.

C. Contract –Labor Price Annual Adjustments

1. Prior to the anniversary date of the Contract for each year, the Contractor may request an adjustment to hourly labor rates for services. The sequence of actions to implement a price adjustment is as follows:
    a. At least thirty (30) calendar days prior to each anniversary date of the Contract, the Contractor may request a change for each labor rate for the twelve month period following the anniversary date. The adjustment shall not exceed the change in the Consumer Price Index (CPI) as calculated below. In the event the calculation exceeds three percent (3%), the maximum increase shall be limited to three percent (3%) of the then current Contract prices.
    b. Within fifteen (15) calendar days of the receipt of the Contractor's request for rate adjustment, VITA shall prepare a modification to the contract with a revised Pricing Schedule Exhibit A. In the event the CPI for the measured period is negative, the rates will adjust accordingly. In the event the CPI for the measured period is positive, the rates will be adjusted accordingly.
2. The revised Pricing Schedule Exhibit A shall be used for billing effective the first day of each successive year of the Contract or the billing period immediately following execution of the Modification implementing the rate change(s), whichever is later.
3. Consumer Price Index Information: The adjustment shall be calculated by reference to the annual change in the U.S. Department of Labor, Bureau of Labor Statistics (BLS), CPI-All Urban Consumers for:
    Series Id: CUURA311SA0
    Not Seasonally Adjusted
    Area: Washington-Baltimore, DC-MD-VA-WV

Item: All items
Base Period: NOVEMBER 1996=100

4. The adjustment will be calculated as a percentage resulting from the change in the index for the most recent twelve (12) months beginning from the most current month available as posted at: http://www.bls.gov/
5. The following example illustrates the computation of percent change:
   - CPI for most currently available period - 184.3
   - Less CPI for previous period - 180.9
   - Equals index point change = 3.4
   - Divided by previous period CPI / 180.9
   - Equals .019
   - Result multiplied by 100: 0.019 x 100 = 1.9
   - Equals percent change 1.9%
6. In the event that the BLS discontinues the use of the index described above, adjustments shall be based upon the most comparable successor index to the CPI. The determination as to which index is most comparable shall be within the sole discretion of the VITA.

D. Contract –Product Price Biannual Adjustments

1. Six (6) months prior to, and six (6) months after the anniversary date of the Contract for each year, the Contractor may request an adjustment to product prices in the Pricing Schedule. The sequence of actions to implement a biannual price adjustment is as follows:
   a. At least thirty (30) calendar days prior to each biannual date of the Contract, as specified above, the Contractor may request a change for each product for the six month period following the biannual date of adjustment. The adjustment shall not exceed the change in the Producer Price Index (PPI) as calculated below.
   b. Within fifteen (15) calendar days of the receipt of the Contractor's request for product price adjustment, VITA shall prepare a modification to the contract with a revised Pricing Schedule (Exhibit A). In the event the PPI for the measured period is negative, the prices will adjust accordingly. In the event the CPI for the measured period is positive, the prices will be adjusted accordingly.
2. The revised Pricing Schedule (Exhibit A) shall be used for billing effective the first day of the billing period immediately following execution of the Modification implementing the rate change(s), whichever is later.
3. Producer Price Index Information: The adjustment shall be calculated by reference to the annual change in the U.S. Department of Labor, Bureau of Labor Statistics (BLS), PPI for Commodities:
   Series Id: WPU102102
   Not Seasonally Adjusted
   Group: Metals and metal products
   Item: Copper ores
   Base Date: 1988 06 = 100
4. The following example illustrates the computation of percent change:
   - PPI for most currently available period - 184.3
   - Less PPI for previous period - 180.9
   - Equals index point change = 3.4
   - Divided by previous period PPI / 180.9
   - Equals .019
   - Result multiplied by 100: 0.019 x 100 = 1.9
   - Equals percent change 1.9%
5. In the event that the BLS discontinues the use of the index described above, adjustments shall be based upon the most comparable successor index to the PPI. The determination as to which index is most comparable shall be within the sole discretion of the VITA.

E. Purchase Payment Terms

All payment obligations under this Contract are subject to the availability of legislative appropriations at the federal, state, or local level, for this purpose. In the event of non-appropriation of funds, irrespective of the source of funds, for the items under this Contract, VITA may terminate this Contract, in whole or in part, or any order, in whole or in part, or an Authorized User may terminate an order, in whole or in part, for those goods or services for which funds have not been appropriated. Written notice will be provided to the Supplier as soon as possible after legislative action is completed. Termination for lack of appropriations shall not affect any perpetual license granted pursuant to this Contract, provided all fees for such license have been paid.

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until Product has been delivered. Charges for Product or Services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid.

In the event Product is delivered without the applicable Documentation, payment shall not be due until the required Documentation is provided or otherwise made available to the Authorized User.

If there are any disputed items, an Authorized User shall pay all undisputed charges and promptly notify Supplier in writing of any disputed amount. Supplier shall thereupon review its records, and, if it does not concur with the Authorized User, provide the Authorized User with documentation to support the charge. If such charges remain in dispute, such dispute shall be resolved in accordance with the Dispute Resolution section of this Contract. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, Authorized User may not pay the disputed amounts and may consider the matter concerning the specific identified amounts closed. All payment terms are net 30 days after Acceptance.

F. Invoice Procedure

Supplier shall remit each invoice to the "bill to" address provided with the order promptly after all Products or Services have been accepted. Payment for Product Maintenance Services shall be annually in advance unless otherwise stated herein. No invoice shall include any costs other than those identified in the executed order, which costs shall be in accordance with the Pricing Exhibit A. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in the Pricing Exhibit A, or as noted in the executed order. Invoices issued by the Supplier shall identify at a minimum:

i). Product or Service type and description

ii). Product serial number, if any

iii). Quantity, charge and extended pricing for each Product and/or Service item

iv). This Contract number and the applicable order number

v). Supplier's Federal Employer Identification Number (FEIN).

Any credits due any Authorized User under the terms of this Contract may be applied against Supplier's invoices with appropriate information attached.

The Parties agree that any terms included on Supplier's invoice shall have no force or effect and will in no way bind VITA or any Authorized User.

G. 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/uploadedFiles/SCM/SupplierReportofSalesTemplate.xls. 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/uploadedFiles/SCM/SupplierReportofSalesTemplate.xls.

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

H. Small Business Participation

Supplier and VITA agree to meet promptly after the Effective Date of this Contract to discuss the participation of Virginia Department of Minority Business Enterprise (DMBE)-certified Small Businesses as subcontractors and second-tier suppliers under this Contract.

Supplier and VITA agree to meet annually thereafter to review small business subcontracting reports and discuss further action with respect to small business subcontracting and spend.

In addition, by the 10th day of every month, Supplier shall submit to VITA the Small Business Subcontracting Monthly Report (template to be provided). Supplier's report should include spend on all Supplier's contracts with second-tier suppliers which provide products or services under this Contract. The report should specify the amount of such spend provided to small businesses. Supplier shall submit the report to SWaM@vita.virginia.gov.

I. Universal Service Fund (USF)

Supplier agrees to make available all Products and Services as listed and priced herein to any Authorized User which is a USF participant. Supplier agrees to provide the Products and Services directly to the USF participant, and to bill each USF participant directly. Supplier 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 this Contract for USF participation shall be the sole responsibility of the Supplier.

Supplier warrants that it is qualified under applicable Federal Communications Commission and Virginia State Corporation Commission rules to apply for and receive USF allocations/disbursements for products and services provided pursuant to this Contract to Authorized Users which are eligible for those allocations/disbursements on behalf, and for the benefit, of those Authorized Users. Supplier also agrees to maintain those qualifications and to assist Authorized Users in applying for and receiving these allocations/disbursements.

5. GENERAL WARRANTY

With respect to the Product and Services provided by Supplier, Supplier represents and warrants the following:

A. Supplier

Supplier shall perform its obligations hereunder in accordance with the highest professional duty of care.

B. Ownership

Supplier is the owner of the Product or otherwise has, to the best of its knowledge, the right to grant to the Commonwealth or any Authorized User title to or the right to use the Product provided hereunder. Upon receipt of payment, the Commonwealth or the ordering Authorized User, as applicable, shall obtain good and clear title to the Product, excluding the Software, free and clear of all liens, claims, security interests and encumbrances. In addition, Supplier has the right to provide the Services offered hereunder.

C. Supplier's Viability

Supplier warrants that it has the financial capacity to perform and continue to perform its obligations under this Contract; that Supplier has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Supplier that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

D. Supplier's Past Experience

Supplier warrants that Product has been provided and Services have been successfully performed for a non-related third-party without significant problems due to the Product, Services, or Supplier.

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

6. CONFIDENTIALITY

A. Treatment and Protection

Each Party shall (i) hold in strict confidence all Confidential Information of any other Party, (ii) use the Confidential Information solely to perform or to exercise its rights under this Contract, and (iii) not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third-party. However, VITA or any Authorized User, may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of VITA or such Authorized User that are bound by non-disclosure contracts with VITA or such Authorized User. Each Party shall take the same measures to protect against the disclosure or use of the Confidential Information as it takes to protect its own proprietary or confidential information (but in no event shall such measures be less than reasonable care).

B. Exclusions

The term "Confidential Information" shall not include information that is:

i). in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;

ii). obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;

iii). developed independently by the receiving Party without reference to the Confidential Information of the other Party; or

iv). required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Authorized User, Supplier shall (i) at its own expense, (a) promptly return to the disclosing Authorized User all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Authorized User, or (b) upon written request from the disclosing Authorized User, destroy such Confidential Information and provide the disclosing Authorized User with written certification of such destruction, and (ii) cease all further use of the other Authorized User's Confidential Information, whether in tangible or intangible form.

VITA or the Authorized User shall retain and dispose of Supplier's Confidential Information in accordance with the Commonwealth of Virginia's records retention policies or, if Authorized User is not subject to such policies, in accordance with such Authorized User's own records retention policies.

7. INDEMNIFICATION AND LIABILITY

D. Indemnification

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all third party claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from: (i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier (iii) breach of any representation, warranty or covenant of Supplier contained herein, (iv) any defect in the Product or Services, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Product or Services. Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations For state agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases the selection and approval of counsel and approval of any settlement shall be satisfactory to VITA or the Authorized User against whom the claim has been asserted.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of the Product or any Product component or that the provision of Services under this Contract infringes any third party's intellectual property rights and Supplier is of the opinion that the allegations in such Claim in whole or in part are not covered by this indemnification provision, Supplier shall immediately notify VITA and the affected Authorized User(s) in writing, via certified mail, specifying to what extent Supplier believes it is obligated to defend and indemnify under the terms and conditions of this Contract. Supplier shall in such event protect the interests of the Commonwealth's Indemnified Parties and secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Product or Services, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Product or Services, or any component thereof; or (b) replace or modify such infringing Product or Services, or any component thereof, with non-infringing Products or Services satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement Product or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative product in the event such Authorized User cannot use the affected Product. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing component of the Product or Services, along with any other components of any products rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components.

E. Liability

Except for liability with respect to (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier, (ii) any act or omission of any employee, agent, or subcontractor of Supplier, (iii) claims

for bodily injury, including death, and real and tangible property damage, (iv) Supplier's indemnification obligations, (v) Supplier's confidentiality obligations, and (vi) Supplier's security compliance obligations, Supplier's liability shall be limited to twice the aggregate value of the Products and Services provided under this Contract. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct.

FOR ALL OTHER CONTRACTUAL CLAIMS, IN NO EVENT WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING (WITHOUT LIMITATION) LOSS OF PROFIT, INCOME OR SAVINGS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, EXCEPT WHEN SUCH DAMAGES ARE CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF THE PARTY, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

8. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at (http://www.vita.virginia.gov/library/default.aspx?id=537#securityPSGs) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Supplier or an employee or agent of Supplier shall constitute a breach of its obligations under this Section and the Contract.

Supplier shall immediately notify VITA and Authorized User, if applicable, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by VITA or Authorized User to Supplier. Supplier shall provide VITA the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law.

Supplier shall indemnify, defend, and hold the Commonwealth, VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

9. BANKRUPTCY

If Supplier becomes insolvent, takes any step leading to its cessation as a going concern, fails to pay its debts as they become due, or ceases business operations continuously for longer than fifteen (15) business days, then VITA may immediately terminate this Contract, and an Authorized User may terminate an order, on notice to Supplier unless Supplier immediately gives VITA or such Authorized User adequate assurance of the future performance of this Contract or the applicable order. If bankruptcy proceedings are commenced with respect to Supplier, and if this Contract has not otherwise terminated, then VITA may suspend all further performance of this Contract until Supplier assumes this Contract and provides adequate assurance of performance thereof or rejects this Contract pursuant to Section 365 of the Bankruptcy Code or any similar or successor provision, it being agreed by VITA and Supplier that this is an executory contract. Any such suspension of further performance by VITA pending Supplier's assumption or rejection shall not be a breach of this Contract, and shall not affect the rights of VITA or any Authorized User right to pursue or enforce any of its rights under this Contract or otherwise.

10. GENERAL PROVISIONS

A. Relationship Between VITA, Authorized Users, and Supplier

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind or to commit VITA or any Authorized User to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances shall Supplier, or any of its employees, hold itself

out as or be considered an agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User shall have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or its employees. Supplier represents and warrants that it is an independent contractor for purposes of federal, state and local employment taxes and agrees that neither VITA nor any Authorized User is responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Supplier. Any and all taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or an Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

B. Licensing Within the Commonwealth

For any license provided pursuant to this Contract, whether to Software or any other software, the following shall apply. If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body.

C. Licenses and Permits

Supplier shall be responsible for obtaining all rights-of-way, licenses, and/or permits required by applicable authorities in order to perform installation Services at the location(s) specified on any order issued pursuant to this Contract.

D. Incorporated Contractual Provisions

The contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, that are hereby incorporated by reference:
http://www.vita.virginia.gov/procurement/documents/MandatoryContractTsandCs.pdf

The contractual claims provision at §2.2-4363 of the Code of Virginia and the required eVA provisions at http://www.vita.virginia.gov/procurement/documents/eVATsandCs.pdf are also incorporated by reference.

The then-current contractual provisions at the following URL are required contractual provisions, required by law or by VITA, that apply to all orders placed under this Contract that are partially or wholly funded by the American Recovery and Reinvestment Act of 2009 (ARRA) and are hereby incorporated by reference:
http://www.vita.virginia.gov/uploadedFiles/SCM/ARRA_Ts_and_Cs.pdf

The terms and conditions in the document posted to the aforereferenced URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, or the adoption of revised eVA business requirements. If a change is made to the terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

E. Compliance with the Federal Lobbying Act

Supplier shall not, in connection with this Contract, engage in any activity prohibited by 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act"), and shall promptly perform all obligations mandated by the Lobbying Act in connection with this Contract, including, without limitation, obtaining and delivering to the Commonwealth all necessary certifications and disclosures.

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

Supplier's signed certification of compliance with the foregoing is incorporated as Exhibit C hereto.

F. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia without regard to that body of law controlling choice of law. Any and all litigation shall be brought in the circuit courts of the Commonwealth of Virginia. The English language version of this Contract prevails when interpreting this Contract. The United Nations Convention on Contracts for the International Sale of Goods and all other laws and international treaties or conventions relating to the sale of goods are expressly disclaimed. UCITA shall apply to this Contract only to the extent required by §59.1-501.15 of the Code of Virginia.

G. Dispute Resolution

In accordance with §2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the public body from whom the relief is sought no later than sixty (60) days after final

payment; however, written notice of the Supplier's intention to file such claim must be given to such public body 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 relevant public body shall render a final decision in writing within thirty (30) days after its receipt of the Supplier's written claim.

The Supplier may not invoke any available administrative procedure under §2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of the decision of the relevant public body on the claim, unless that public body fails to render its decision within thirty (30) days. The decision of the relevant public body shall be final and conclusive unless the Supplier, within six (6) months of the date of the final decision on the claim, invokes appropriate action under §2.2-4364, Code of Virginia or the administrative procedure authorized by §2.2-4365, Code of Virginia.

Upon request from the public body from whom the relief is sought, Supplier agrees to submit any and all contractual disputes arising from this Contract to such public body's alternative dispute resolution (ADR) procedures, if any. Supplier may invoke such public body's ADR procedures at any time and concurrently with any other statutory remedies prescribed by the Code of Virginia.

In the event of any breach by a public body, Supplier'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 Supplier's remedies include the right to terminate any license or support services hereunder.

H. Advertising and Use of Proprietary Marks

Supplier shall not use the name of VITA or any Authorized User or refer to VITA or any Authorized User, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of VITA or such Authorized User. In no event may Supplier use a proprietary mark of VITA or an Authorized User without receiving the prior written consent of VITA or the Authorized User.

I. Notices

Any notice required or permitted to be given under this Contract shall be in writing and shall be deemed to have been sufficiently given if delivered in person, or if deposited in the US mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to the addresses shown on the cover page of this Contract. VITA or Supplier may change its address for notice purposes by giving the other Party notice of such change in accordance with this Section.

J. No Waiver

Any failure to enforce any terms of this Contract, including termination for breach, shall not constitute a waiver.

K. Assignment

This Contract shall be binding upon and shall inure to the benefit of the permitted successors and assigns of VITA and Supplier. Supplier may not assign, subcontract, delegate or otherwise convey this Contract, or any of its rights and obligations hereunder, to any entity without the prior written consent of VITA, and any such attempted assignment or subcontracting without consent shall be void. VITA may assign this Contract to any entity, so long as the assignee agrees in writing to be bound by the all the terms and conditions of this Contract.

If any law limits the right of VITA or Supplier to prohibit assignment or nonconsensual assignments, the effective date of the assignment shall be thirty (30) days after the Supplier gives VITA prompt written notice of the assignment, signed by authorized representatives of both the Supplier and the assignee. Any payments made prior to receipt of such notification shall not be covered by this assignment.

L. Captions

The captions are for convenience and in no way define, limit or enlarge the scope of this Contract or any of its Sections.

M. Severability

Invalidity of any term of this Contract, in whole or in part, shall not affect the validity of any other term. VITA and Supplier further agree that in the event such provision is an essential part of this Contract, they shall immediately begin negotiations for a suitable replacement provision.

N. Survival

The provisions of this Contract regarding Warranty, Confidentiality, and Liability and Indemnification, and the General Provisions shall survive the expiration or termination of this Contract.

O. Force Majeure

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination.

P. Remedies

The remedies set forth in this Contract are intended to be cumulative. In addition to any specific remedy, VITA reserves any and all other remedies that may be available at law or in equity.

Q. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Services rendered or the amounts due Supplier for such Services under this Contract. VITA's right to audit shall be limited as follows:

i). Three (3) years from Service performance date;

ii). Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and

iii). Excludes access to Supplier cost information.

The Supplier shall not have the right to audit, or require to have audited, VITA or any Authorized User.

R. 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.state.va.us/. Deliveries against this Contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K. The Commonwealth is also exempt from paying E-911 charges.

S. Travel

Any travel expenses incurred by Supplier pursuant to this Contract shall be pre-approved by the Authorized User and shall be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts at: www.doa.va.gov, or a successor URL(s)).

T. Contract Administration and Account Management

Supplier agrees that at all times during the term of this Contract an account executive ("Account Manager"), at Supplier's senior management level, shall be assigned and available to VITA and all Authorized Users. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

The Account Manager's responsibilities should include (i) resolution of technical support questions and issues which have not been resolved by Supplier's technical support division; (ii) preparation of account information and response to and resolution of inquiries regarding billing and payment; and (iii) investigation and resolution of customer service issues and complaints.

U. Entire Contract

The following documents, including all subparts thereof, are attached to this Contract and are made a part of this Contract for all purposes:

i). Exhibit A Pricing Schedule

ii). Exhibit B Requirements

iii). Exhibit C Certification Regarding Lobbying

iv). reserved

This Contract, all its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier, and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, referenced by or provided with the Supplier's bid shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual do not apply to this Contract. This Contract may only be amended by an instrument in writing signed by VITA and Supplier.

In the event of a conflict, the following order of precedence shall apply: this Contract document, Requirements Exhibit B, the Pricing Exhibit A, then any specific order. VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.