Commonwealth of Virginia
Virginia Information Technologies Agency

CABLING PRODUCTS & SERVICES

Mandatory Use Contract for Executive Branch Agencies; Optional User for all other Public Bodies

Date:	May 4, 2016
Contract #:	VA-160322-FPI
Authorized Users:	All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the *Code of Virginia*. Also includes 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.
Contractor:	FiberPlus, Inc. 8221 Hermitage Road Richmond, VA 23228
Contact Person:	Tim Sailor, Sales (see other contacts on pg 3, attached) Voice: 434-589-1958 Fax: 804-264-2009 Email: tsailor@fiberplusinc.com
FIN:	52-1762520
Term:	March 22, 2016 – March 21, 2018

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-160322-FPI

CHANGE LOG

Change No.	Description of Change	Effective Date

Other Contacts for FiberPlus, Inc. - VA-160322-FPI

Jim Kwiatkowski, Notices - 804-212-2798, jkwiatkowski@fiberplusinc.com

Fred Mangels, IFA/Monthly Reporting – 804-212-2799,
fmangels@fiberplusinc.com

Susan Campbell, Contract Administration – 804-212-2797
scampbell@fiberplusinc.com

This information is the same for each:

Address: 8221 Hermitage Road
Richmond, VA 23228

Fax: (804) 264-2009

Virginia Information Technologies Agency

Invitation for Bid (IFB)

SOLICITATION, OFFER AND AWARD

IFB NUMBER	DATE ISSUED	DATE DUE	REQ. NUMBER
2016-08	January 22, 2016	February 19, 2016	n/a

For more information, please send e-mail to Single Point of Contact (SPOC): doug.leslie@vita.virginia.gov, or call (804) 416-6161

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

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 and private institutions of higher education that are listed at http://www.cicv.org/Our-Colleges/Profiles.aspx. Sealed Bids for furnishing the Products and/or Services set forth in the Pricing 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.

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.

BIDDER INFORMATION

SUPPLIER FEIN	52-1762520
SUPPLIER NAME	FiberPlus, Inc.
ADDRESS	8221 Hermitage Road
CITY/STATE/ZIP	Richmond, VA 23228
E-MAIL	scampbell@fiberplusinc.com
PHONE	804 212-2797
FAX	804 264-2009

Jim Kwiatkowski

BIDDER's BINDING SIGNATURE

PRINTED NAME

Jim Kwiatkowski

TITLE

Director of Operations, VA

AWARD

BID ITEMS AWARDED	AWARDED BY	AWARD DATE	CONTRACT NUMBER
Telecommunications Cabling Services and Associated Materials in the Service Districts identified in Exhibit A, Section III (page 10).	Joseph L. Popeo **SIGNATURE** for the Chief Information Officer (CIO) of the Commonwealth of Virginia PHILIP L PUPPET **PRINTED NAME**	3/22/16	VA-160322-FPI

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.

INFORMATION TECHNOLOGY CABLING SERVICES CONTRACT
RESULTING FROM IFB NUMBER 2016-08
CONTRACTUAL TERMS AND CONDITIONS
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INFORMATION TECHNOLOGY CABLING SERVICES CONTRACT RESULTING FROM IFB NUMBER 2016-08 CONTRACTUAL TERMS AND CONDITIONS

THIS INFORMATION TECHNOLOGY CABLING SERVICES 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 set forth on the signature page of this Contract ("Contract Award Date" or "Effective Date").

1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier shall provide and install the Products identified in Exhibit A Requirements and Exhibit B Pricing Schedule and provide various Services to the Authorized Users.

2. DEFINITIONS

A. Acceptance

Successful delivery and performance by the Supplier of its contractual commitments at the location(s) designated in the applicable Statement of Work or order, including completed and successful Acceptance testing in conformance with the Requirements as determined by the Authorized User in the applicable Statement of Work or order.

B. Agent

Any third party independent agent of any Authorized User.

C. Authorized Users

All public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 of the Code of Virginia. Authorized Users shall include private institutions of higher education that are listed at: http://www.cicv.org/Our-Colleges/Profiles.aspx.

D. Business Day/Hour

Normal operating hours for the Commonwealth of Virginia: Monday-Friday, 8 a.m.-5 p.m. Eastern Standard/Daylight Time, unless otherwise specified on the applicable order or Statement of Work, excluding Commonwealth-designated holidays.

E. 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 or SOW 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 or (iv) is identifiable or should be reasonably considered as protected health information; (v) any personally identifiable information, including information about VITA's employees, contractors, and customers, that is protected by statute or other applicable law.

F. Deliverable

The tangible embodiment of the work performed or Services, plans, reports, data, or Products provided by the Supplier in fulfilling its obligations under the Contract or as identified in the applicable Statement of Work or order, including the development or creation of Work Product, if Work Product is authorized under the Contract.

G. Documentation
Those materials (including user manuals, training materials, guides, product descriptions, technical manuals, product specifications, and supporting materials detailing the information and instructions needed in order to allow any Authorized User and its Agents to make productive use of the Product, Service, or Deliverable, and to implement and develop self-sufficiency with regard to the Product, Service, or Deliverable, provided by Supplier in fulfilling its obligations under the Contract or as may be specified in any Statement of Work or order issued hereunder.

H. E-rate
The universal service "Schools and Libraries Program" administered by the Universal Service Administrative Company (USAC) under the oversight of the Federal Communications Commission (FCC), or successor program.

I. Eligible Entity
Any school or library meeting the USAC definition of an "Eligible Entity" under the universal Schools and Libraries Program.

J. Party
Supplier, VITA or any Authorized User.

K. Product
Means hardware, cabling, any other equipment, all applicable user documentation and related accessories as set forth in Exhibit A Requirements and Exhibit B Pricing Schedule or as specified in any Statement of Work or order provided pursuant to the Contract.

L. Requirements
The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Products, Service(s), and Deliverables, as authorized by the Contract and/or as set forth in Exhibit A Requirements and/or the applicable Statement of Work or order and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Parties.

M. Services
Any work performed or service provided by Supplier in fulfilling its obligations under the Contract or, as applicable, any Statement of Work or order issued under the Contract, including design, Products, implementation, installation, troubleshooting and repair, support, testing, training, or other provision to the Authorized User of any Deliverable described in the applicable Statement of Work or order, as authorized by the Contract scope. Work Product is not authorized under this Contract. . For details about the work and services to be provided by Supplier under this Contract, see Exhibit A, Requirements.

N. Statement of Work (SOW)
Any document describing the deliverables, due dates, assignment duration and payment obligations for a specific project, engagement, or assignment that Supplier commits to provide to an Authorized User, which, upon signing by both Parties, shall be deemed a part of the Contract.

O. 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).

P. Warranty Period
The greater of the manufacturer's Standard Warranty, or as specified in Exhibit A Requirements.

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 for a period of two (2) years. 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 two (2) year period. VITA will issue a written notification to the Supplier stating the extension period thirty (30) days prior to the expiration of any current term. In addition, 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 contractual terms and conditions required for the operation of such order or SOW shall remain in full force and effect until all of Supplier's obligations pursuant to such order or SOW have met the final Acceptance criteria of the applicable Authorized User.

B. Termination for Convenience

VITA may terminate this Contract, in whole or in part, or any order or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, 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 or SOW issued hereunder, in whole or in part, or an Authorized User may terminate an order or SOW, 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 or SOW 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 or SOW issued hereunder, in whole or in part. If an Authorized User deems the Supplier to be in breach and/or default of an order or SOW, 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 or SOW, in whole or in part. Any such termination shall be deemed a Termination for Breach or 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, and VITA shall provide written notice to Supplier of such termination. Supplier shall provide prompt 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 from public bodies 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 or SOW, in whole or in part, or an Authorized User may terminate an order or SOW, 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 Deliverables accepted by the Authorized User or Services rendered by Supplier and 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 Deliverable that was not accepted by the Authorized User(s), and Supplier shall refund any

monies paid by any Authorized User for such Deliverable, and all costs of de-installation and return of Deliverables shall be borne by Supplier.

F. Termination by Supplier

Termination by Supplier will not be considered.

G. Transition of Services

Prior to or upon expiration or termination of this Contract and at the request of VITA or any Authorized User, Supplier shall provide all assistance as VITA or such Authorized User may reasonably require to transition the Supplier's contractual obligations, or any portion thereof, as requested by VITA or such Authorized User, to any other supplier with whom VITA or such Authorized User contracts for provision of same. This obligation may extend beyond expiration or termination of the Contract for a period of time (i.e., three (3) months, six (6) months, twelve (12) months or as required and defined by VITA or such Authorized User (herein referred to as "Transition Period"). Supplier must provide all reasonable transition assistance requested by VITA or such Authorized User to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to VITA or any Authorized User. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance.

H. 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 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.

I. 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, other required Small Business (SWaM) Procurement Plan compliance/variance and non-SWaM spend documentation as described in the Reporting section of this Contract, 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 the Commonwealth's 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. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel

Supplier shall take such steps as may be necessary to ensure that all Supplier personnel performing under this Contract are competent and knowledgeable of the contractual arrangements and the applicable order or SOW between Authorized User and Supplier. Supplier shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions of such employees, agents, and subcontractors, and shall ensure that such employees and subcontractors comply with the appropriate Authorized User's site security,

information security and personnel conduct rules, as well as applicable federal, state and local laws, including export regulations. Authorized User reserves the right to require the immediate removal from such Authorized User's premises of any employee, subcontractor or agent of Supplier whom such Authorized User believes has failed to comply with the above or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

B. Supplier Personnel Supervision

Supplier acknowledges that Supplier or any of its agents, contractors, or subcontractors, is and shall be the employer of Supplier personnel, and shall have sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of, provide (to the extent required by law) health care and other benefits for, and terminate the employment of Supplier personnel. Neither VITA nor an Authorized User shall have any such responsibilities for Supplier or subcontractor personnel.

C. Key Personnel

An order or SOW may designate certain of Supplier's personnel as Key Personnel or Project Managers. Supplier's obligations with respect to Key Personnel and Project Managers shall be described in the applicable order or SOW. Failure of Supplier to perform in accordance with such obligations may be deemed a default of this Contract or of the applicable order or SOW.

D. Subcontractors

Supplier shall not use subcontractors to perform its contractual obligations under the Contract or any order or SOW issued thereunder unless specifically authorized in writing to do so by the Authorized User. If an order or SOW issued pursuant to this Contract is supported in whole or in part with federal funds, Supplier shall not subcontract to any subcontractor that is a party excluded from Federal Procurement and Nonprocurement Programs. In no event shall Supplier subcontract to any subcontractor which is debarred by the Commonwealth of Virginia or which owes back taxes to the Commonwealth and has not made arrangements with the Commonwealth for payment of such back taxes.

If Supplier subcontracts the provision of any performance obligation under this Contract to any other party, Supplier will (i) act as prime contractor and shall be the sole point of contact with regard to all obligations under this Contract, and (ii) hereby represents and warrants that any authorized subcontractors shall perform in accordance with the warranties set forth in this Contract.

5. NEW TECHNOLOGY

A. Access to New Technology

Supplier will bring to VITA's attention any new products or services within the scope of the Contract that it believes will be of interest to VITA and will work to develop proposals for the provision of any such products or services as VITA requests.

B. New Service Offerings Not Available from Supplier

If new or replacement product or service offerings become available to VITA under the scope of the Contract, and cannot be competitively provided by the Supplier, VITA may purchase such new or replacement products or services from a third party, and Supplier will reasonably assist VITA to migrate to such products or services, if VITA elects to use such new or replacement product or service offerings.

If VITA elects to acquire new products or services as described in the above paragraph and such services replace existing Supplier-provided services, discount tiers and any commitments (as applicable per the Contract) will be reduced to reflect reductions in purchases of the replaced products or services.

6. PRODUCT INSTALLATION, ACCEPTANCE AND CURE

A. Product Installation

Supplier shall provide installation of all Products and provide Services and Deliverables in accordance with the Requirements in Exhibit A of the Contract, the fees in Exhibit B of the Contract and in accordance with the Authorized User's order or SOW and agreed upon schedule. Installation shall include: unpacking, removal of all shipping/packing materials, positioning, testing, and related necessary services to allow for Acceptance by the Authorized User.

B. Late Delivery

Supplier hereby acknowledges and agrees that failure to deliver the Product and Deliverables ordered in strict accordance with the agreed upon delivery schedule determined in accordance with an Authorized User's order or SOW shall constitute a material breach of this Contract resulting in damages to the ordering Authorized User, the total sum of which would be impracticable or difficult to ascertain as of the Effective Date of this Contract. As an estimate of the minimum amount of damages such Authorized User will suffer, Supplier agrees to credit the Authorized User an amount equal to one percent (1%) of the total Product and/or Deliverable's purchase price, for each day that the Product and/or Deliverable is undelivered or nonoperational for a period of fifteen (15) days following the agreed upon delivery date. If the delay lasts longer than fifteen (15) days, the Authorized User may immediately cancel the order or SOW and collect as late delivery damages five percent (5%) of the total purchase price.

In addition, in the event the Supplier fails for any reason to deliver within fifteen (15) days of the agreed upon delivery date set forth in the order/schedule, the ordering Authorized User, at its own discretion, may give Supplier oral or written notice of breach regarding the subject order or SOW. In no event shall any Authorized User be held to pay Supplier any costs incurred by Supplier, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of such Authorized User's notice of breach. Notwithstanding the foregoing, the Authorized User reserves any and all other remedies available at law or in equity.

C. Acceptance

Product, Services and Deliverables shall be deemed accepted the earlier of when the ordering Authorized User notifies Supplier in writing that such Product, Services and Deliverables have been accepted; or 30 days after Supplier has notified the ordering Authorized User that such Product, Services and Deliverables have been delivered during which Authorized User does not notify Supplier in writing of a failure of same to successfully operate in accordance with the Requirements of this Contract and Authorized User's applicable order or SOW (i.e., non-conformity(ies)).

D. Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such previously non-conforming Product and/or Deliverable for re-testing within seven (7) days of receipt of written notice of non-conformance, or as otherwise agreed between the Authorized User and Supplier in the applicable order or SOW. Should Supplier fail to cure the non-conformity or deliver Product and/or Deliverable which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Product and/or Deliverable in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Product or Deliverable with an equitable adjustment in the price to account for such deficiency; or (iii) conditionally accept the applicable Product while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of a Product or Deliverable to meet, in all material respects, the Requirements after the second set of acceptance tests may constitute a default by Supplier. In the event of such default, the Authorized User may, at its sole discretion, terminate its order or SOW, in whole or in part, for the Product, Deliverables and any Services to be provided thereunder by Supplier.

7. GENERAL WARRANTY

Supplier warrants and represents to VITA that Supplier will fulfill its contractual obligations and meet all needed requirements as described in Exhibit A Requirements, as follows:

A. Ownership

Supplier has the right to perform and provide all contractual obligations and provide all needed Product and Services without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party.

B. Limited Warranty and Remedy

In addition to any remedies described in Supplier's Standard Warranty for Product and related Services, if Supplier is unable to make the Product conform, in all material respects, to the Requirements within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, either (i) provide a replacement Product and related Services at no additional cost to the Authorized User, or (ii) accept return of the Product and return all monies paid by such Authorized User for the Product, pro-rated on a monthly basis as of the date the Authorized User reported the non-conformity and based on the average life of the Product.

C. Performance Warranty

Supplier warrants and represents the following with respect to Performance:

i. All contractual obligations shall be performed with care, skill and diligence, consistent with or above applicable professional standards currently recognized in Supplier's profession and included in the Requirements, and Supplier shall be responsible for the professional quality, technical accuracy, completeness and coordination of all plans, information, specifications, Deliverables and Services furnished under this Contract;

ii. All contractual obligations pursuant to a particular Invitation for Bid ("IFB"), quote, or Request for Quote (RFQ), and any associated Deliverables shall be fit for the particular purposes specified by VITA in the IFB and in this Contract and, if applicable, by the Authorized User requesting such quote or issuing such RFQ, and Supplier is possessed of superior knowledge with respect to its contractual obligations and is aware that all Authorized Users are relying on Supplier's skill and judgment in providing its contractual obligations;

D. Documentation and Deliverables

Supplier warrants the following as applicable to the Contract:

i. The Documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user to understand and fully utilize, as applicable, the Services, Products, and Deliverables without reference to any other materials or information.

ii. No engineering change or revision made to Services, Products, or Deliverables provided by Supplier hereunder shall degrade the performance of any Services, Products, or Deliverables to a level below that defined in the Requirements or the Product manufacturer's published specifications, as applicable, or cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software.

E. Malicious Code

Supplier has used its best efforts through quality assurance procedures to ensure that there are no Computer Viruses or undocumented features in any Deliverables or Product, as obligated and provided by Supplier under the order or SOW, at the time of delivery to the Authorized User. Supplier warrants that the Deliverables and Products, as obligated and provided by Supplier under the order or SOW does not contain any embedded device or code (e.g., time bomb) that is intended to obstruct or prevent any Authorized User's use of the Deliverables and/or Product,.

Notwithstanding any rights granted under this Contract or at law, Supplier hereby waives under any and all circumstances any right it may have or may hereafter have to exercise Electronic Self-Help. Supplier agrees that an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this Section, including injunctive or other equitable relief.

F. 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 a

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.

G. Supplier's Past Experience

Supplier warrants that it has met similar contractual obligations and fulfilled the Requirements as set forth in Exhibit A and in this Contract, in similar or greater complexity, to other customers without significant problems due to Supplier's performance and without causing a contractual breach or default claim by any customer.

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.

8. FEES, ORDERING AND PAYMENT PROCEDURE

A. Fees and Charges

As consideration for the Supplier's performance obligations and any additional products and services provided hereunder to an Authorized User in accordance with the scope of this Contract and the Requirements, as authorized by Exhibit A, and per the Authorized User's order or SOW, an Authorized User shall pay Supplier the fee(s) set forth on Exhibit B Pricing Schedule, which lists any and all fees and charges. The labor rates and any Product discounts shall be applicable throughout the term of this Contract; provided, however, that in the event the labor rates apply for any period less than the entire term, Supplier agrees that it shall not increase the rates more than once during any twelve (12) month period, commencing at the end of year two (2). No such increase shall exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (http://www.bls.gov/cpi/home.htm), for the effective date of the increase compared with the same index one (1) year prior. Any such change in price shall be submitted in writing to VITA and shall not become effective for sixty (60) days thereafter.

B. E-Rate

Supplier agrees to make available all E-rate Eligible Services as listed and priced herein to any Authorized User which is an Eligible Entity. Supplier agrees to provide the Services directly to the Eligible Entity, and to bill each Eligible Entity 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 E-rate participation shall be the sole responsibility of Supplier.

Supplier warrants that it is qualified under applicable Federal Communications Commission and Virginia State Corporation Commission rules to apply for and receive Universal Service Fund allocations/disbursements for Products and Services provided pursuant to this Contract to Eligible Entities on behalf, and for the benefit, of those Eligible Entities. The Supplier also agrees to maintain those qualifications, and to assist Eligible Entities in applying for and receiving these allocations/disbursements.

C. Ordering

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 purchase or 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, 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 or placed by an Authorized User through the eVA electronic procurement website portal (http://www.eva.virginia.gov/). eVA is the Commonwealth of Virginia's e-procurement system. State 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 orders or SOWs for the contractual offerings and Requirements available under the scope of this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract. An order or SOW 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 or SOW 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 or SOW from an Authorized User if such order or SOW is to be funded, in whole or in part, by federal funds and if, at the time the order or SOW 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 OR SOW PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA UNLESS SUCH AUTHORIZED USER IS VITA.

D. Statement of Work

An SOW may be required for any orders placed by an Authorized User pursuant to this Contract. Supplier shall perform any and all contractual obligations at the times and locations set forth in the applicable SOW and at the rates set forth in Exhibit B herein, or as otherwise agreed upon between Supplier and Authorized User pursuant to the RFQ process set forth herein. Unless VITA issues a written authorization for a time and materials type SOW, any SOW shall be of a fixed price type. In furtherance of compliance, invoicing, and auditing requirements, for time and materials type SOWs, Supplier personnel shall maintain daily time records of hours and tasks performed, which shall be submitted or made available for inspection by the Authorized User upon forty-eight (48) hours advance written notice.

Any change to an SOW must be described in a written change request. Either Party to an SOW may issue a change request that will be subject to written approval of the other Party before it becomes part of this Contract. In no event shall any SOW or any modification thereto require the Supplier to provide any products or services that are beyond the scope of this Contract as such scope is defined in Exhibit A Requirements hereto.

E. Supplier Quote and Request for Quote

Should an Authorized User determine that an additional competitive process is required to ensure it receives the best value for its needed solution, product and/or services under this contract, such Authorized User may, at its sole discretion, use a Request for Quote (RFQ) process to obtain identical or similar solutions, products and/or services to those provided by Supplier pursuant to this Contract. The RFQ process is typically used when an Authorized User requires a complete solution that may be fulfilled by Products and Services herein, but whose complexity or size may result in economies that could not be passed on to the Authorized User within the confines of the established contract catalog discount pricing. When an RFQ is used, the project timing and requirements will be clearly outlined in the RFQ document. In some situations, the Authorized User may not identify the exact specifications required. If that is the case, the RFQ respondents will be given the opportunity to identify and propose their recommended specifications.

Supplier shall respond to the RFQ by providing a quote, which shall include (a) a detailed description of each product or service proposed, including such product and services components, at the Exhibit B line item level, (b) the quantity of each such component, (c) the contract price, (d) any additional percentage discount offered, and (e) an extended price. If requested by the Authorized User, Supplier's quote shall also include a proposal describing the

approach Supplier plans to take in developing, implementing, and maintaining its offering for the Authorized User. Should Supplier be unable to respond to the RFQ due, for example, to resource constraints, Supplier shall notify Authorized User in writing of its inability to perform the work requested by such Authorized User, and provide the reasons for such inability to perform, prior to the due date for the submission of quotes in response to the RFQ

F. Invoice Procedures

Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all Supplier's performance obligations have been accepted and in accordance with the milestone payment schedule, if any, in the applicable order or SOW. Invoices issued by the Supplier shall identify at a minimum:

i. Dates/periods that invoice covers, including any Service or Deliverable, as applicable.

ii. Line item description of the Deliverable(s), Product(s), Services, as applicable to this Contract, including components thereof or service type, and, if applicable, the project milestone.

iii. Quantity, charge and extended pricing for each line item

iv. Applicable order and/or SOW date

v. This Contract number and the applicable order number and/or SOW number

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

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. Purchase Payment Terms

Supplier is responsible for the accuracy of its billing information. Supplier agrees not to issue invoices hereunder until all Supplier's performance obligations have been Accepted and in accordance with the milestone payment schedule, if any, in the applicable order or SOW, or until after Services have been rendered. Charges for Deliverables, Products, components or Services Accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid. All payment terms are net 30 days after Acceptance.

9. REPORTING AND INDUSTRIAL FUNDING ADJUSTMENT (IFA) FEES

Supplier is required to submit to VITA the following monthly reports:

i. Report of Sales; and

ii. Small Business Procurement and Subcontracting Report

These reports must be submitted, and IFA fees paid, using the instructions and further detailed requirements and templates found at the following URL:
http://www.vita.virginia.gov/scm/default.aspx?id=97

Suppliers are encouraged to review the site periodically for updates on Supplier reporting requirements and methods.

In conjunction with the requirements in the Invoice Procedures section of this Contract, Supplier shall provide to VITA within 30 days of the date of expiration of the contract an accompanying statement certifying that Supplier has fully complied with the Contract's Small Business (SWaM) Procurement Plan, and if Supplier has not fully complied, provide a written explanation of any variances between such Plan and the actual participation. The Supplier's compliance confirmation and/or written explanation of variance shall be maintained by VITA, in the contract file.

Failure by Supplier to comply with its contractually obligated Small Business (SWaM) Procurement Plan may prohibit or delay any renewals of the Contract. Also, Supplier's failure to comply with its Small Business (SWaM) Procurement Plan or to explain any variance between the proposed Plan and actual SWaM subcontracting spend may result in the withholding of any final payment due Supplier.

Failure to comply with all reporting requirements may result in default of the Contract.

10. DOCUMENTATION

Any documentation necessary for an Authorized User to have full benefit of the Product and Services shall be deemed included in the scope of the applicable order or SOW unless expressly excluded.

11. 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, an Authorized User may disclose the Confidential Information as delivered by Supplier to subcontractors, contractors or agents of such Authorized User that are bound by non-disclosure contracts with 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 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.

D. Confidentiality Statement

All Supplier personnel, contractors, agents, and subcontractors performing Services pursuant to this Contract shall be required to sign a confidentiality statement or non-disclosure agreement. Any violation of such statement or agreement shall be shall be deemed a breach of this Contract and may result in termination of the Contract or any order or SOW issued hereunder.

12. INDEMNIFICATION AND LIABILITY

A. 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 losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (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 Supplier-provided products or services, or (v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Supplier-provided products 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 involving the Commonwealth or state agencies, the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth. In the event of a settlement between Supplier and a private institution of higher education who is an Authorized User of this contract, such settlement shall be satisfactory to that institution.

In the event that a Claim is commenced against any of Commonwealth's Indemnified Parties alleging that use of the Supplier-provided products or services, including any components thereof, or that the Supplier's performance or delivery of any product or service 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 Supplier-provided Deliverables, Products, and Services, , as applicable, or Supplier's performance, 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 Deliverables, Products, and Services, as applicable, or any component thereof; or (b) replace or modify such infringing Deliverables, Products, and Services, as applicable, or any component thereof, with non-infringing Deliverables, Products, or Services, as applicable, satisfactory to VITA. And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement products and/or services or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative product or service, in the event such Authorized User cannot use the affected Deliverable, Product, and Services, as applicable, or any component thereof. 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 Deliverables, Products, and Services, as applicable, or any component thereof, along with any other components rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components.

B. 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, (vi) Supplier's security compliance obligations, and (vii) Supplier's data privacy and security obligations as specified under this Contract, Supplier's liability shall be limited to twice the aggregate value of the delivered and accepted Deliverables, Products, and Services, , as applicable, provided by Supplier to all Authorized Users 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. The limitation shall apply on a per-incident

basis, it being understood that multiple losses stemming from the same root cause constitute a single incident.

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.

13. 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: (https://www.vita.virginia.gov/library/default.aspx?id=537) 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.

14. IMPORT/EXPORT

In addition to compliance by Supplier with all export laws and regulations, VITA requires that any data deemed "restricted" or "sensitive" by either federal or state authorities, must only be collected, developed, analyzed, or otherwise used or obtained by persons or entities working within the boundaries of the United States.

15. 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 or SOW, 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 or SOW. 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 or Authorized User 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 to pursue or enforce any of its rights under this Contract or otherwise.

16. GENERAL PROVISIONS

A. Relationship Between VITA and Authorized User and Supplier

Supplier has no authority to contract for VITA or any Authorized User or in any way to bind, 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, and any penalties related to health care or employee benefits laws) that are imposed, assessed or levied as a result of this Contract or Services performed pursuant to this Contract shall be paid or withheld by Supplier or, if assessed against and paid by VITA or any Authorized User, shall be reimbursed by Supplier upon demand by VITA or such Authorized User.

B. 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 or SOW issued pursuant to this Contract.

C. Incorporated Contractual Provisions

The then-current contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, and are hereby incorporated by reference: https://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/scm/StatutorilyMandatedTsandCs.pdf

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

The then-current terms and conditions in documents 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.

D. Compliance with the Federal Lobbying Act

Supplier's signed certification of compliance with 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") is incorporated as an exhibit to this Contract.

E. 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.

F. 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, if any, 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 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 the right to terminate any license or support services hereunder.

G. 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.

H. 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 U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed to:

i). To VITA and to Supplier, if Supplier is incorporated in the Commonwealth of Virginia, to the addresses shown on the last page.

ii). To Supplier, if Supplier is incorporated outside the Commonwealth of Virginia, to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title13.1 of the Code of Virginia, VITA or Supplier may change its address for notice purposes by giving the other notice of such change in accordance with this Section.

Administrative contract renewals, modifications or non-claim related notices are excluded from the above requirement. Such written and/or executed contract administration actions may be processed by the assigned VITA and Supplier points of contact for this Contract and may be given in person, via U.S. mail, courier service or electronically.

I. No Waiver

Any failure to enforce any terms of this Contract shall not constitute a waiver.

J. 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, which consent will not be unreasonably withheld, 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.

K. Captions

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

L. 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.

M. Survival

Any provisions of this Contract regarding Software License, Rights To Work Product, Warranty, Escrow, Confidentiality, Content Privacy and Security, Liability, Indemnification, Transition of Services, and the General Provisions shall survive the expiration or termination of this Contract.

N. 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, and in addition an Authorized User may terminate any order or SOW affected by such postponement or delay.

O. Remedies

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

P. Right to Audit

VITA reserves the right to audit those Supplier records that relate to the Contract or any SOWs or orders issued there under. VITA's right to audit shall be limited as follows:

i. Three (3) years from end date of the Contract;

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

iii. Excludes access to Supplier cost information. In no event shall Supplier have the right to audit, or require to have audited, VITA or any Authorized User.

Q. Taxes—Federal, State and Local

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

R. Contract Administration

Supplier agrees that at all times during the term of this Contract an account executive, at Supplier's senior management level, shall be assigned and available to VITA. 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.

S. Entire Contract

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

Exhibit A - Requirements

Exhibit B - Pricing Schedule

Exhibit C - Small Business (SWaM) Procurement Plan

Exhibit D - Certification Regarding Lobbying

This Contract, 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, or referenced by 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 shall not apply to this Contract or any order issued hereunder. 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, Exhibit A, any individual SOW, Exhibit B, any individual Order

An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that such ordering agreement, or any order or SOW issued hereunder, include any terms and conditions inconsistent with the terms and conditions of this Contract, such terms and conditions shall be of no force and effect.

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.

Supplier Address for Notice:	VITA Address for Notice:
FiberPlus, Inc.	CESC – VITA Supply Chain Management
8221 Hermitage Road	11751 Meadowville Ln.
Richmond, VA 23228	Chester, VA 23836
Attention: Jim Kwiatkowski	Attention: Contract Administrator

EXHIBIT A
REQUIREMENTS

I. GENERAL

A. **Services:** It is the intent of this solicitation that the Contractor supply hourly rates for Services to include labor and all incidental materials for installing the structured cabling Products specified herein as ordered by the Authorized Users. Separate hourly rates are required for each of the following Services:

1) Installation, termination and testing of horizontal twisted pair cabling and any other Category 5e and higher performance TIA-568-compliant 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 Category 3 backbone cabling and coaxial cabling, performance of miscellaneous cabling services (see section II.E) and removal of abandoned cabling (see section II.F).

B. Each of these hourly labor rates is to incorporate all labor costs associated with the provisioning and installation of the Products, and incidental materials costs specified herein including tools, ties , testing, documentation and any other incidental materials required to provide a turnkey cabling solution, but not including the cost of the items for which separate pricing is required in the schedule, including but not limited to the actual copper and fiber cables, connecting blocks, jacks, faceplates, patch cords, innerduct, racks, fiber cabinets, patch panels and plywood backboards themselves.

C. **Products:** The structured cabling Products referenced herein may only be ordered in conjunction with one or more of the above listed Services.

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

E. 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.

F. **Warranties:** Services shall be performed by fully-qualified individuals with all training and/or certification(s) required by the manufacturer(s) of the products used to deliver turnkey structured cabling systems to include any warranty/warranties offered by such manufacturer(s). Contractor shall provide all manufacturers' warranties applicable to products delivered/installed to ordering Authorized User.

II. SCOPE OF WORK

A. General Requirements

1. The Contractor shall furnish all necessary labor, supervision, tools, materials, and testing as may be required to install structured cabling systems that comply with the TIA-568 "suite" of cabling standards, including but not limited to certified Enhanced Category 5 ("Category 5e"), Category 6A, and/or fiber optic cabling systems, and/or coaxial cabling systems. TIA-568 is a set of telecommunications cabling and infrastructure standards from the Telecommunications Industry Association (TIA), an offshoot of the Electronic Industries Alliance (EIA). The standards address building cabling and related infrastructure (e.g., pathways and spaces) for telecommunications products and services.

2. All cabling shall be delivered and installed as a turnkey system. This may include but not be limited to services such as providing and installing complete telecommunications cabling systems for new construction, cross-connecting new backbone cabling to existing horizontal cabling for voice and data, cross-connecting new horizontal 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) Uniform Commercial Building Code

   d) 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.

   e) TIA-569, Telecommunications Pathways and Spaces

   f) TIA-606, Administration Standard for Telecommunications Infrastructure

   g) TIA-607, Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises

   h) TIA-758, Customer-owned Outside Plant Telecommunications Infrastructure Standard

   i) TIA-568.0-D, Generic Telecommunications Cabling for Customer Premises

   j) TIA-568.1-D, Commercial Building Telecommunications Infrastructure Standard

   k) TIA-568-C.2, Balanced Twisted-Pair Telecommunications Cabling and Components Standards

   l) TIA-568-C.3, Optical Fiber Cabling Components Standard

   m) TIA-568-C.4, Broadband Coaxial Cabling and Components Standard

   Note: Hereafter within this document, TIA-568.0-D, TIA-568.1-D, TIA-568-C.2, TIA-568-C.3 and TIA-568-C.4 and any revisions and addenda thereto will be collectively referred to simply as TIA-568.

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 or other fire-rated structure, the Contractor shall meet all codes and requirements for proper fire-stop materials and methods.

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

B. Backbone Cable Requirements

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

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 innerduct 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, unless otherwise requested in writing by the Authorized User. 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. Other types of innerduct systems may also be utilized where specified in writing by the Authorized User.

2. Copper Backbone Cable

   a) The Contractor shall install backbone cabling conforming to TIA-568 Category 3,

Category 5e, Category 6A, or other TIA-568-compliant cabling as required by the Authorized User for the specific project at hand.

b) The Contractor shall provide riser-rated, plenum-rated, direct-burial, underground or other appropriately-rated cable with a pair count of up to 300 pairs per cable as required by Authorized User and 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 TIA-606 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 the applicable TIA standard(s), 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, pathways and hardware shall be properly grounded in accordance with TIA-607 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 and/or singlemode optical fiber cable in innerduct as required by the Authorized User. The innerduct and fiber cable shall be rated for riser, plenum, direct-burial or other appropriate underground use as required by the Authorized User and applicable codes 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 TIA-568 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-568 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 TIA-568. Testing shall be performed in accordance with and pass the requirements of TIA-568. 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-606 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 or Category 6A specifications for patch cords as specified in TIA-568 for Category 5e and Category 6A 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 TIA-568 standard for Category 5e or Category 6A UTP wiring, or other TIA-568-compliant wiring as specified in writing by the Authorized User, and shall conform to the standard eight-position jack pin/pair assignment designated T568A or T568B. The T568B pin/pair assignment may only be used when all pre-existing cabling in the building being cabled is wired per T568B, or when the Authorized User has standardized on, and requested in writing, T568B. In those cases, the Contractor shall ensure that all equipment racks and patch panels used for such cable terminations bear a sign clearly reading, "ATTENTION: PIN-OUT T568B IN USE," unless otherwise requested in writing by the Authorized User.

2. The Contractor shall be required to provide a printout certifying each horizontal cable run as compliant with the TIA-568 specifications for the Category of cable link and/or channel under test (as appropriate) via an electronic testing device specifically designed for that purpose, according to all applicable manufacturers' instructions and recommended configurations. 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, Category 6A, or other specified TIA-568-compliant cables originating at the Contractor-provided patch panels in the appropriate TR and terminated on appropriate corresponding 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 herein.

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-606 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, Category 6A, or other TIA-568-compliant cable specified in writing by the Authorized User, 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 6A 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 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 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-606 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 TIA standards.

E. Miscellaneous Cabling Services

Miscellaneous cabling services shall include, but not be limited to, the field testing, documentation, labeling, cross-connecting, reconfiguring, troubleshooting and repairing 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) consecutive 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. Services shall be performed by fully-qualified individuals with all training and/or certification(s) required by the manufacturer(s) of the products they are installing or using, as applicable.

4. 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.

K. Licensing and E-rate Certification

1. 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). Enter license number and designation below.

   License Number: 2705059882A

   Designation: Class A

   Classification: Ele

2. All Bidders must be qualified under applicable Federal Communications Commission and Virginia State Corporation Commission rules to apply for and receive Universal Service Fund allocations/disbursements for Products and Services provided pursuant to this Contract to E-rate Eligible Entities (i.e., public schools and public libraries) on behalf, and for the benefit, of those Eligible Entities. Bidders also agree to maintain these qualifications, and to assist Eligible Entities in applying for and receiving these allocations/disbursements. Bidder certifies that it currently meets and will continue to meet these requirements, and has a current, valid Universal Service Administrative Company (USAC)-assigned Service Provider Identification Number (SPIN). Enter SPIN below.

   SPIN: 143004543

III. CABLING SERVICE DISTRICTS

For the purpose of subdividing the state in a way that allows firms without a consistent statewide presence to offer Services in a smaller area, VITA has subdivided the state into "Cabling Service Districts" that correspond with the Virginia Department of Transportation's (VDOT's) districts. The descriptions and maps detailing the VDOT districts corresponding to the Cabling Service Districts for this solicitation (and the resulting contracts) can be found at: http://www.virginiadot.org/about/districts.asp

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. Your firm may offer services in one, several, or all districts (i.e., statewide).

Service District...	Will be served from the following address or addresses:
Bristol	
Culpeper	8221 Hermitage Road Henrico, VA 23228
Fredericksburg	8221 Hermitage Road Henrico, VA 23228
Hampton Roads	8221 Hermitage Road Henrico, VA 23228
Lynchburg	8221 Hermitage Road Henrico, VA 23228
Northern Virginia	8221 Hermitage Road Henrico, VA 23228
Richmond	8221 Hermitage Road Henrico, VA 23228
Salem	
Staunton	8221 Hermitage Road Henrico, VA 23228

EXHIBIT B
Pricing Schedule

I. EVALUATION AND AWARD(S)

This Contract(s) may be awarded to up to the three (3) lowest responsive and responsible Bidder(s) having the lowest "TOTAL PRICE = SUM (Items 1 through 87)" on the "Market Basket" in the Exhibit B Pricing Schedule spreadsheet, for each VDOT District; as well as one (1) responsive and responsible Department of Small Business and Supplier Diversity (DSBSD)-certified small business, as specified in IFB Section 1.M. "Award of Contract," for each VDOT District. VITA has developed a model upon which Bidders must apply their rates for each category of work (labor, including incidental materals) and multiple products, in order to obtain a bottom-line lump sum for the purpose of evaluating bids. This model is reflected in the "Market Basket" section of the provided Pricing Schedule spreadsheet file (Excel workbook).

II. PRICING SCHEDULE SPREADSHEET/EXCEL FILE

A. An electronic MS Excel file entitled "IFB 2016-08 Exhibit B Pricing Schedule.xls" is provided in eVA. Bidders must download the file from eVA in addition to the PDF file "VITA IFB #2016-08 – Cabling Services.pdf". The populated Excel file must be burned to a CD, DVD, SD card or USB flash drive, which must accompany the paper bid submission and should be labeled with the IFB number (2016-08) and the bidding firm's name. The electronic Excel file will be used to evaluate all bids. Failure to provide the file on appropriate electronic media may cause the bid to be rejected.

B. For each and every line item in the Market Basket table/tab in the Pricing Schedule spreadsheet, Bidders must insert their service rates or product index prices and discounts in the appropriate cells. Data provided in these cells must be consistent with the information provided in the other tables/tabs in the spreadsheet and any other material information submitted with bids.

III. EVALUATION MODEL

The mix of products and labor and associated quantities shown in the "Market Basket" in the Exhibit B Pricing Schedule spreadsheet file are only relevant as the pricing model developed for the evaluation of bids. They are not intended to represent any "real-world" cabling project or scope of work. Authorized Users will be allowed to order these and other contract catalog items, at the appropriate product category discounts, in any quantities necessary to fulfill their needs for structured cabling systems. (See Pricing Schedule spreadsheet file, Cabling Catalog Discount(s) table/tab for additional details.)

In the space below, Bidder is instructed to insert the calculated total shown for its "TOTAL PRICE = SUM (Items 1 through 87)" in the "Market Basket" in the Exhibit B Pricing Schedule spreadsheet:

TOTAL PRICE = SUM (Items 1 through 87) $ 21,004.99

IV. PRICING INCLUSIVE OF FEES AND COSTS

All prices offered, including labor rates, must include the eVA fee, the Industrial Funding Adjustment (IFA) fee, and all transportation costs, FOB-Destination.

V. PRODUCT PRICING

This contract will use an Index Price List URL(s) as a pricing index. Bidders are to submit contract discounts based on the index prices listed in the Pricing Schedule spreadsheet and at the submitted associated URL(s). The contract prices will be calculated using the contract discount(s) as applied to the index prices for items in the corresponding Product Category at the corresponding URL. The contract discounts will remain fixed for the contract term.

VI. SERVICES PRICING (CONTRACT LABOR RATES)

A. Services shall be provided at the following rates during "normal" Business Day/Hours for the term of the Contract: (Bidder is to fill in its Labor Rates below. Such rates must match the corresponding rates entered in the Pricing Schedule spreadsheet file.)

1) Installation, termination and testing of horizontal twisted pair cabling and any other Category 5e and higher category TIA-568-compliant copper cabling, including cost of incidental materials (cable ties, screws, nuts, bolts, etc.):

LABOR RATE, PER HOUR: $ 29.00

2) Installation, termination and testing of fiber optic cabling, including cost of incidental materials (cable ties, screws, nuts, bolts, cloths, etc.):

LABOR RATE, PER HOUR: $ 29.00

3) Other cabling services to include but not be limited to the installation, termination and testing of Category 3 backbone cabling and coaxial cabling, performance of miscellaneous cabling services (see section II.E) and removal of abandoned cabling (see section II.F), including cost of incidental materials (jumper wire, screws, nuts, bolts, cable ties, etc.):

LABOR RATE, PER HOUR: $ 29.00

B. Services shall be provided at the following rates for performing the Services on weekdays after school hours, starting between 3:00 PM and 4:00 PM and ending between 11:30 PM and 12:30 AM as requested in writing by the Authorized User, for the term of the Contract: (Bidder is to fill in its Labor Rates below. Such rates must match the corresponding rates entered in the Pricing Schedule spreadsheet file, if applicable.)

1) Installation, termination and testing of horizontal twisted pair cabling and any other Category 5e and higher category TIA-568-compliant copper cabling, including cost of incidental materials (cable ties, screws, nuts, bolts, etc.):

LABOR RATE (After School Hours), PER HOUR: $ 29.00

2) Installation, termination and testing of fiber optic cabling, including cost of incidental materials (cable ties, screws, nuts, bolts, cloths, etc.):

LABOR RATE (After School Hours), PER HOUR: $ 29.00

3) Other cabling services to include but not be limited to the installation, termination and testing of Category 3 backbone cabling and coaxial cabling, performance of miscellaneous cabling services (see section II.E) and removal of abandoned cabling (see section II.F), including cost of incidental materials (jumper wire, screws, nuts, bolts, cable ties, etc.):

LABOR RATE (After School Hours), PER HOUR: $ 29.00

EXHIBIT C

Small Business (SWaM) Procurement Plan

All small businesses must be certified by the Commonwealth of Virginia, Department of Small Business and Supplier Diversity Enterprise (DSBSD) by the contract award date to participate in the SWAM program. Certification applications are available through DSBSD online at http://www.sbsd.virginia.gov/**.**

Offeror Name: FiberPlus, Inc.

Preparer Name: Susan Campbell **Date:** 2.19.16

Instructions

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

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

Section A

If your firm is certified by the DSBSD, are you certified as a (**check all that apply**):

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

Certification Number: 666745

Certification Date: 2.5.16

Section B

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

Small Business Name & Address DSBSD Certificate #	Status if Small Business is also: Women (W), Minority (M), Service-Disabled Veteran (D), Micro Business (MB)	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 $					

EXHIBIT D
Certification Regarding Lobbying

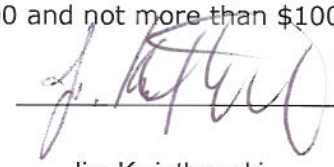
The undersigned certifies, to the best of his or her knowledge and belief, that:

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: 

Printed Name: Jim Kwiatkowski

Organization: FiberPlus Inc.

Date: 2.19.16