Commonwealth of Virginia
Virginia Information Technologies Agency

NETWORK EQUIPMENT & SERVICES

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

Date:	April 27, 2016
Contract #:	VA-160324-INFI
Authorized User:	Authorized User (AU): 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:	CodeBlue Technology, LLC 5000 Monument Avenue Richmond, VA 23230
FIN:	26-3717345
Contact Person:	Pierre Redding Voice: 804-767-6795 Fax: 804-521-7670 Email: predding@codebluetechnology.com
Term:	March 24, 2016 – March 23, 2018
Payment:	Net 30 days
Pricing:	See Exhibit B, Products Discounts

For Additional Contract Information, Please Contact:
Virginia Information Technologies Agency
Supply Chain Management

Jimmy MacKenzie
Strategic Sourcing Specialist
Phone: 804-416-6247
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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://vita2.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-160324-INFI

CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	Novation Agreement assigns the contract to CodeBlue Technology	04/26/16

NOVATION AGREEMENT—CONTRACT # VA-160324- INFI

This is an agreement to modify Contract # VA-160324-INFI (the "Contract") between the Commonwealth of Virginia ("Commonwealth") and Infian,LLC a limited liability corporation located at 2810 N. Parham Road, Suite 220, Richmond VA 23294 (the "Assignor"). The parties to this agreement are the Commonwealth, the Assignor, and CodeBlue Technology, LLC, a limited liability corporation located at 5000 Monument Avenue, Richmond, VA 23230 (the "Assignee"). This agreement is incorporated into and becomes a part of the Contract.

1. Assignment. Assignor hereby assigns to Assignee, and Assignee hereby accepts and assumes, all of Assignor's rights and obligations under the Contract. Without limiting the foregoing, this assignment includes all ongoing maintenance obligations and any known or unknown claims of any party that now exist or which may later arise in connection with Assignor's past performance or Assignee's future performance of the Contract. The Commonwealth hereby consents to the assignment.

2. Customers other than State Agencies. Notwithstanding the foregoing paragraph, the Commonwealth has no authority to release any existing rights of political subdivisions, other public bodies, or private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code that are not State agencies; therefore, this agreement does not release Assignor from its existing obligations to such entities, but Assignee agrees to fulfill all of Assignor's responsibilities under the Contract to such entities. A list of the private institutions eligible to use this contract can be found at: http://www.cicv.org/our-colleges/profile.aspx.

3. Arrangements as between Assignor and Assignee. Any arrangements which Assignor and Assignee may make or which they may have already made in regard to rights as between themselves are separate from this Novation Agreement and shall not affect the Commonwealth's right hereunder to treat the Assignee as holding all rights and obligations of Assignor, or the rights of political subdivisions, other public bodies, or private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code that are not State agencies to look to Assignee to fulfill Assignor's responsibilities under the Contract (or to look to Assignor directly, as indicated in the foregoing paragraph).

4. Misdirected Communications or Payments. Assignor and Assignee represent and warrant to the Commonwealth and to any political subdivisions, other public bodies or private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code using the Contract that any communications from the Commonwealth or from political subdivisions, other public bodies or private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code in connection with the Contract can be made to Assignee at the office address shown herein for Assignee. Assignor and Assignee represent and warrant that they have made or shall make arrangements to insure that any orders, payments or other communications from the Commonwealth, its political

subdivisions or other public bodies or private institutions of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code in regard to this Contract are promptly returned to the sender or forwarded to Assignee in the event they are addressed or sent to Assignor. Any such payment or communication which is not promptly returned to the sender shall be deemed to have been made to Assignee.

5. Release of Assignor. Except for the responsibilities of Assignor described in this Novation Agreement, the Commonwealth releases Assignor from any further obligation to the Commonwealth under the Contract, and the Commonwealth agrees that it shall look only to the Assignee for further performance under the Contract or in regard to any Commonwealth claims under the Contract. In accordance with the Contract, this Novation Agreement shall be governed by the laws of Virginia and any litigation with respect thereto shall be brought only in the courts of the Commonwealth of Virginia. All other terms and conditions of the Contract remain in full force.

6. Complete Agreement. This is the complete and final expression of the Assignor's and Assignee's agreement with the Commonwealth and can be modified only in a writing signed by all parties. Assignor agrees, however, that the Commonwealth and Assignee may wish to modify the underlying Contract in the future, and that Assignee's signature shall not be required for any such modification.

The undersigned representatives of each party represent and warrant that they are each duly authorized to sign this agreement on behalf of their principals identified below, and do hereby sign on behalf of same.

ASSIGNOR

Signature:

Harold P. Guarnieri
Name:

Chief Sales and Marketing Officer
Title:

21 April 2016
Date:

ASSIGNEE

Signature:

Trey Hayden
Name:

Chief Executive Officer
Title:

4/25/2016
Date:

COMMONWEALTH OF VIRGINIA

Signature:

James MacKenzie
Name:

Strategic Sourcing Specialist
Title:

4/26/2016
Date:

Information Technology Hardware and Maintenance Contract

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

Infian, LLC

INFORMATION TECHNOLOGY HARDWARE AND MAINTENANCE CONTRACT

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INFORMATION TECHNOLOGY HARDWARE AND MAINTENANCE CONTRACT

THIS INFORMATION TECHNOLOGY Hardware and Maintenance CONTRACT ("Contract") is entered into by and between the Virginia Information Technologies Agency (VITA) pursuant to §2.2-2012 of the Code of Virginia and on behalf of the Commonwealth of Virginia (hereinafter referred to as "VITA"), and Infian, LLC ("Supplier"), headquartered at 2810 N. Parham Rd., Suite 220, Richmond, VA 23294 to be effective as of March 24, 2016 ("Effective Date").

1. PURPOSE AND SCOPE

This Contract sets forth the terms and conditions under which Supplier shall provide TBD to the Authorized Users. 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

Except for telecommunications contracts, means all public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 and §2.2-2012 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. Computer Virus

Any malicious code, program, or other internal component (e.g., computer virus, computer worm, computer time bomb, or similar component), which could damage, destroy, alter or disrupt any computer program, firmware, or hardware or which could, in any manner, reveal, damage, destroy, alter or disrupt any data or other information accessed through or processed by such software in any manner.

F. 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.

G. Deliverable

The tangible embodiment of the work performed or Services, Maintenance Services, Licensed Services, Solution, Component, Software, plans, reports, data, Product, Supplier Product and Updates provided by the Supplier in fulfilling its obligations under the Contract or as identified in the applicable Statement of Work or order.

H. Documentation
Those materials (including user manuals, training materials, guides, product descriptions, technical manuals, product specifications, supporting materials and Updates) detailing the information and instructions needed in order to allow any Authorized User and its Agents or Application Users to make productive use of the Solution, Component, Product, Service or Deliverable, and to implement and develop self-sufficiency with regard to the Solution, Component, 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.

I. 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.

J. Electronic Self-Help
Any use of electronic means to exercise Supplier's license termination rights, if allowable pursuant to the Contract, upon breach or cancellation, termination or expiration of this Contract or any Statement of Work or order placed hereunder.

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

L. Maintenance Coverage Period (MCP)
The term during which Maintenance is to be provided for a Product.

M. Maintenance Level
The defined parameters of Maintenance Services, including the times during which and time-frames in which Supplier shall respond to a request for Maintenance Services. The available Maintenance Levels shall be as defined in Exhibit C hereto or as defined in any Statement of Work or order issued hereunder. The actual Maintenance Level for a unit of Software or Product shall be set forth in the executed order or Statement of Work for Maintenance of that Software or Product referencing this Contract.

N. Party
Supplier, VITA or any Authorized User.

O. Preventative Maintenance
Maintenance that can be performed in advance of an actual problem or malfunction through the monitoring of internal diagnostic reports generated automatically by print output devices.

P. Product
Means hardware, peripherals, and any other equipment, including the System Software, all upgrades, all applicable user documentation and related accessories as set forth on Exhibit B or as specified in any Statement of Work or order provided pursuant to the Contract.

Q. Receipt
An Authorized User or its Agent has physically received or has unfettered access to any Deliverable at the correct "ship-to" location.

R. Requirements
The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Product, Software, Solution, Component, Service(s), Application and Licensed Services and Deliverables, as authorized by the Contract and/or as set forth in Exhibit A 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.

S. Response Time
The time between Supplier's receipt of Authorized User's request for Maintenance and the time Supplier has notified Authorized User that it has commenced repair and resolution of the reported problem.

T. 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 local area network architecture, analysis or design services, and equipment installation, maintenance, support, testing, and 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. Structured network cabling is not permitted under this contract.

U. Statement of Work (SOW)
Any document in substantially the form of Exhibit D (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.

V. 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).

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

X. Update
As applicable, any update, modification or new release of the Software, System Software, Application, Documentation or Supplier Product that Supplier makes generally available to its customers at no additional cost. Software Updates include patches, fixes, upgrades, enhancements, improvements, or access mode, including without limitation additional capabilities to or otherwise improve the functionality, increase the speed, efficiency, or base operation of the Software.

2. 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, including as applicable, Licensed Services and Maintenance 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"). If this Contract includes Supplier's provision of licensed products, Supplier agrees that, without the expressed prior consent of VITA or such Authorized User, no action will be taken by Supplier to restrict or terminate the use of such licensed products after the date of expiration or termination of the Contract and/or during any Transition Period in which Supplier is contractually committed to work with VITA or any Authorized User. VITA or any Authorized User agree to pay for any additional maintenance or licensing fees during any Transition Period at the

hourly rate or a charge agreed upon by Supplier and VITA or such Authorized User. 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. Further, any period of transition will not affect VITA's or any Authorized User's rights in regards to any purchased Software Perpetual Licenses which are paid in full.

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 Subcontracting Certification of Compliance, 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.

3. 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.

4. DELIVERY, INSTALLATION AND ACCEPTANCE

A. Delivery Procedure

Supplier shall deliver all Product F.O.B. destination, with such destination being the "ship to" address specified in the applicable order or SOW. For orders or SOWs for which Supplier is to provide installation of the Product, Supplier shall bear all risk of loss of or damage to the Product until Receipt/Acceptance by the Authorized User. For orders or SOWs for which Supplier is not to provide installation of the Product, Supplier shall bear all risk of loss or damage to the Product until Receipt. In all cases, Supplier shall arrange and pay for all transportation and insurance sufficient to fully protect the Product while in transit. Each shipment shall include a packing slip indicating this Contract number, the Authorized User's order number, the SOW number, if applicable, the part number, a description of the Product shipped and the quantity shipped. Each package in any shipment shall be numbered, shall have stenciled on one end and one side a description of the quantity of Product contained therein by part number and description, and shall conspicuously display the number of the package in that shipment which contains the packing slip. If required by the Authorized User, Supplier shall bar code all packages shipped. If any loss to, or damage of, the Product occurs prior to Acceptance by the Authorized User, Supplier shall immediately provide a replacement item. Title to Product, excluding System Software, shall pass upon Acceptance.

Supplier shall make available all appropriate and/or related user documentation at the time of delivery of the first unit of each different Product type. Product delivered without the appropriate and required documentation shall be considered "shipped short" until the applicable documentation has been received.

B. Late Delivery

Supplier hereby acknowledges and agrees that failure to deliver the Product ordered in strict accordance with the agreed upon delivery schedule determined in accordance with this Section 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-half percent (.05%) of the total purchase price, for each day that the Product is undelivered or nonoperational for a period of thirty (30) days following the agreed upon delivery date, or if none specified, following the date order or SOW was received by Supplier. If the delay lasts longer than thirty (30) days, the Authorized User may immediately cancel the order or SOW and collect as late delivery damages ten percent (10%) of the total purchase price. Any credit due the Authorized User will be applied to the next periodic invoice.

In addition, in the event the Supplier fails for any reason to deliver within thirty-five (35) days of the agreed upon delivery date set forth in the order/schedule, or if none specified, following the date order or SOW was received by Supplier, the ordering Authorized User, at its own discretion, may give Supplier oral or written notice of breach regarding the subject order or SOW. Once notice by such Authorized User is sent or given, the Authorized User may immediately procure the undelivered items or items similar thereto, from another source. Once the Authorized User has effected a purchase from an alternate source (public bodies must purchase in accordance with the Virginia Public Procurement Act, §§ 2.2-4300 et seq. of the Code of Virginia), the Authorized User may charge-back Supplier, in which case Supplier agrees to reimburse the Authorized User for any difference in cost between the original contract price and the Authorized User's cost to cover from the alternate source. 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. Product Installation

Unless Authorized User's order or SOW includes Supplier's installation services, Supplier is not responsible for the initial installation of Product. Installation shall include: unpacking, removal of all shipping/packing materials, positioning, connecting to internal utility services, testing, and related necessary services to allow for Acceptance by the Authorized User.

All Product installations shall comply with building and facilities standards established by the ordering Authorized User.

D. Product Acceptance

Product shall be deemed accepted when the ordering Authorized User determines that such Product successfully operates in accordance with the Requirements. Such Authorized User shall commence Acceptance testing within five (5) days, or within such other period as set forth in the applicable order or SOW, after Receipt/installation of the Product. Acceptance testing will be no longer than five (5) days, or such longer period as may be agreed in writing between Authorized User and Supplier. Supplier agrees to provide to the Authorized User such assistance and advice as the Authorized User may reasonably require, at no additional cost, during such Acceptance testing, other than pre-approved travel expenses incurred which are reimbursable by the Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts. Any such travel expenses must be pre-approved by the Authorized User and shall be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts http://www.doa.virginia.gov/, or a successor URL(s). If the Authorized User is a private institution of higher education, all travel expenses shall be preapproved by such institution and will be in accordance with such institution's travel guidelines. Authorized User shall provide to Supplier written notice of Acceptance upon successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Product(s) shall be deemed Accepted.

E. Cure Period

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit such previously non-conforming Product 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 which meets the Requirements, such Authorized User may, in its sole discretion: (i) reject the Product in its entirety and recover amounts previously paid hereunder; (ii) issue a "partial Acceptance" of the Product 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 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 and any Services to be provided thereunder by Supplier.

5. PRODUCT SUPPORT AND ADDITIONAL SERVICES

A. Authorized User or Third Party Support

1. Documentation and Support Availability

In the event that VITA terminates this Contract, Supplier shall provide all the necessary user and installation documentation to enable any Authorized User to maintain the Product itself or to obtain support and maintenance services from a third-party. Supplier shall also provide the documentation and training necessary to allow any Authorized User to self-maintain to the subcomponent level.

2. Timeliness and Price

Supplier agrees to make the above-referenced documentation, training and components available within fifteen (15) days following receipt of a written request, and at a price set forth in Exhibit B, such price not to exceed Supplier's published price list, or the fair market value, but in no event at prices above the lowest price paid by any other customer of Supplier. In addition, Supplier agrees to sell Product, as set forth in Exhibit B attached hereto, to any Authorized User's third-party maintenance provider under contract with such Authorized User, at the prices as set forth in Exhibit B, for the sole purpose of supporting the Authorized User's installed inventory. Supplier agrees to document and provide to all Authorized Users in a timely manner any and all revisions to information and parts and components lists as they are developed or supplied by Supplier.

B. Parts and Maintenance Support

Supplier agrees to make available new/certifiable as new spare parts and the Maintenance Services identified in the Maintenance Services section herein and Exhibit D hereto for each Product type ordered by an Authorized User, for five (5) years from the expiration of the initial Warranty Period of the last unit of any given Product type provided by Supplier to such Authorized User. Thereafter, Supplier shall advise such Authorized User of its intent to discontinue either certain parts or maintenance services for any Product type ordered by the Authorized User.

Supplier shall notify the Authorized User at least six (6) months prior to the effective date of any such discontinuance, and shall provide to the Authorized User the opportunity to purchase spare parts in a quantity adequate to support its installed base. Should Supplier advise the Authorized User of its intent to discontinue certain parts for any Product type ordered by the Authorized User, the Authorized User has the option to request and Supplier has the obligation to provide, all documentation, including source code, required to ensure ongoing support, including full maintenance and repair by the Authorized User or its designated third-party maintenance provider within thirty (30) days prior to the discontinuance date or to replace the unsupported Product with a supported Product at a cost to the Authorized User of no more than the cost delta between the supported Product and the unsupported Product.

C. Additional Services

In addition to any on-site warranty or maintenance service obligations, Supplier shall, upon request of an Authorized User by means of an order or SOW issued in accordance with the ordering provisions of this Contract, provide additional on-site services which may include: (i) relocation of previously installed hardware; (ii) assistance to Authorized User’s communications department in mutually acceptable duties related to the warranty or maintenance services provided under this Contract; and (iii) network analysis, design, architecture and configuration services. The Authorized User shall compensate Supplier for such additional on-site services in accordance with the prices identified in Exhibit B.

Furthermore, Supplier shall, upon request of an Authorized User by means of an order or SOW issued in accordance with the ordering provisions of this Contract, provide the following services beyond those identified as warranty or maintenance service offerings: (i) service on equipment not covered by this Contract, (ii) repair of damage or replacement of parts of hardware resulting from changes in the hardware environment, extraordinary use of the hardware, or interconnected devices, or (iii) service outside the applicable hours of service specified in an executed order or SOW referencing this Contract. The charge for such services shall be at the hourly rate specified in Exhibit B and shall be inclusive of all expenses. Warranty or maintenance services requested for a unit of hardware within the forty-eight (48) hour period immediately following Remedial

Maintenance performed on the same unit of hardware for the same problem, shall not be considered an additional service and shall be provided at no charge. Requests for additional services shall only be approved for payment by the Authorized User when a Product Service Record is included with the applicable invoice.

6. 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 as follows:

A. Ownership

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

B. Performance Warranty

Supplier warrants and represents the following with respect to Performance:

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 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;

C. 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, System Software, Services, Maintenance Services, Product, Updates and Deliverables without reference to any other materials or information.

ii. The System Software, Services, Maintenance Services, Product, Updates and Deliverables provided or delivered hereunder are at the current release level unless an Authorized User specifies an older version in its order or SOW.

iii. No Update or engineering change or revision made to any Software, System Software, Services, Maintenance Services, Product, Application, Licensed Services, Updates and Deliverables provided by Supplier hereunder shall degrade the performance of any Software, System Software, Services, Maintenance Services, Product, Application, Licensed Services, and Deliverables to a level below that defined in the Requirements or the Product manufacturer's or Software Publisher'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.

D. 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 Solution, Solution Component, Deliverables, Product, Software, System Software, Update, as obligated and provided by Supplier under the order or SOW, at the time of delivery to the Authorized User. Supplier warrants that the Solution, Solution Components, Deliverables, Product, Software, System Software, Update 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 Solution, Solution Components, Deliverables, Product, Software or System Software.

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.

E. Open Source

Supplier will notify all Authorized Users if the Solution, Solution Components, Deliverables, Product, Software, Updates as obligated and provided by Supplier, contains any Open Source code and identify the specific Open Source License that applies to any embedded code dependent on Open Source code, provided by Supplier under this Contract.

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.

7. WARRANTY AND REMEDY OF PRODUCT

A. Product

Supplier warrants the following with respect to the Product:

i). The Product shall be free of defects in material, design and workmanship;

ii). Upon delivery, the Product shall be new and in Operating Condition and shall have all released engineering changes released to date already installed;

iii). Supplier shall not disable any Authorized User's use of System Software through remote access or otherwise. If the System Software contains authorization codes allowing access to a data base or other software, Supplier warrants that such codes shall be perpetual and non-expiring.

B. Performance Standards and Mean Time Between Failure

For a period of five (5) years following acceptance of the Product by an Authorized User, Supplier warrants that the Product's performance standards and Mean Time Between Failure (MTBF) standards, calculated based upon such Authorized User's installed base of Supplier Product, shall be at least as good as the standards set forth in Exhibit B. If the Product fails to satisfy (i) the MTBF standards or (ii) the performance standards for that Product type as set forth herein, Supplier shall pay for any and all additional repairs, parts and labor required to bring Product to the appropriate level set forth in Exhibit B, including the cost to retrofit the entire installed Product base. If Supplier fails to so modify or replace the Product so as to achieve the MTBF standards within thirty (30) days, the Authorized User may, at its option, return such Product and receive a full refund during the Product warranty period, or if the warranty has expired, receive a straight line pro-rated refund, by year thereafter for the five (5) year period following installation of the Product.

C. Warranty Services

During the warranty period of twelve (12) months, or as specified in the applicable order or SOW, Supplier warrants that the Product shall meet the Requirements. Supplier shall provide warranty services (including unlimited telephonic support and all necessary travel and labor) during the Warranty Period at the prices identified in Exhibit B. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in a failure of the Product to meet the Requirements.

Exhibit D provides detailed descriptions of the Supplier's warranty and maintenance offerings and responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its warranty and maintenance obligations. Any remedies shall be paid to the Authorized User on a quarterly basis. Exhibit D defines coverage periods, response times, and restore times.

If multiple warranty levels are available, an Authorized User may elect, at any time, an alternative warranty level offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order or SOW.

Authorized User's designated control organization shall have the exclusive authority to request warranty services. Supplier shall not respond to calls for service from any other source without prior written approval of Authorized User's agreement administrator designated on the relevant order.

In addition to any remedies described in Exhibit D, if Supplier is unable to make the Product, including System Software, 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) replace the non-conforming Product or (ii) accept return of the non-conforming Product and return all monies paid by such Authorized User for the returned Product.

Exhibit D provides detailed descriptions of the Supplier's warranty and maintenance offerings and responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its warranty and maintenance obligations. Any remedies shall be paid to the Authorized User on a quarterly basis. Exhibit D defines coverage periods, response times, and restore times.

Notwithstanding anything to the contrary in this Contract or in any exhibit hereto, VITA and any Authorized User retain all rights and remedies available at law or in equity.

THE OBLIGATIONS OF SUPPLIER UNDER THIS WARRANTY AND REMEDY 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. MAINTENANCE SERVICES

Supplier shall provide Maintenance Services (including unlimited telephonic support and all necessary travel and labor) during the Maintenance Coverage Period (MCP) at the prices identified in Exhibit B without additional charge to maintain the Product in accordance with the Requirements.

Exhibit D provides detailed descriptions of the Supplier's warranty and maintenance offerings and responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its warranty and maintenance obligations. Any remedies shall be paid to the Authorized User on a quarterly basis. Exhibit D defines coverage periods, response times, and restore times.

Authorized User's designated control organization shall have the exclusive authority to request maintenance services. Supplier shall not respond to calls for service from any other source without prior written approval of Authorized User's agreement administrator designated on the relevant order or SOW.

A. Ordering

See Fees, Ordering and Payment Procedure section of Contract.

B. Renewal

At least sixty (60) days prior to the expiration of the MCP for each unit of Product, Supplier shall notify the Authorized User of such expiration, and the Authorized User, at its sole discretion, may issue an order or SOW to Supplier to renew Maintenance Services, including System Software Maintenance Services, for an additional one (1) year period. The annual fee for Maintenance Services shall not exceed the fee charged for the preceding year's Maintenance Services by more than three percent (3%), or the annual change in CPI, as defined in the Purchase Price and Price Protection section, in effect at the time, whichever is less. Termination of this Contract or cancellation of Maintenance Services, including System Software Maintenance Services if provided as a separate offering from Supplier, by an Authorized User shall not affect this Contract or the grant of any license pursuant thereto.

C. Services

Maintenance Services shall be as follows:

1. Product Covered

Exhibit B lists all Product types for which Supplier offers Maintenance Services. No Authorized User is obligated to continue Maintenance Services on Product that has been removed from service, provided Supplier has been notified in writing of such removal.

2. Preventive Maintenance

Supplier's Preventive Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit D.

3. Remedial Maintenance

Supplier's Remedial Maintenance offerings and responsibilities, and the Authorized User's associated remedies, are described in Exhibit D.

4. Replacement Parts

Supplier's offerings and responsibilities related to Replacement Parts, and the Authorized User's associated remedies, are described in Exhibit D.

5. Spares

Supplier's offerings and responsibilities related to Spares, and the Authorized User's associated remedies, are described in Exhibit D.

6. Notification and Correction of Defects

Supplier's offerings and responsibilities related to notification and correction of defects, and the Authorized User's associated remedies, are described in Exhibit D.

7. Advanced Replacement Services

Supplier's advanced replacement service offerings and responsibilities are described in Exhibit D.

8. On-site Maintenance Services

Supplier's on-site maintenance service offerings and responsibilities are described in Exhibit D.

9. System Software Maintenance

During the MCP and as part of the standard Maintenance Services offering, Supplier shall provide the following Maintenance Services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the System Software in accordance with the Requirements:

a) New Releases

Supplier's responsibilities related to new releases of System Software and Documentation are described in Exhibit D.

b) Coverage

Supplier's offerings and responsibilities related to coverage for telephonic and written consultation in connection with use, problems, and operation of the System Software are described in Exhibit D.

c) Response and Restore Times

Supplier's response and restore times related to use, problems, and operation of the System Software, and any associated remedies, are described in Exhibit D.

10. Escalation Procedures

TBD based on Supplier proposal.

11. Remedies

In addition to any remedies described in Exhibit D, if Supplier is unable to make the Product, including the System Software, 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 at no additional cost to the Authorized User, or (ii) accept return of the Product and return all monies paid by such Authorized User (a) for Maintenance Services for the returned Product, including System Software, pro-rated on a monthly basis as of the date the Authorized User reported the non-conformity and (b) for the Product, including System Software, 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.

Notwithstanding anything to the contrary in this Contract or in any exhibit hereto, VITA and any Authorized User retain all rights and remedies available at law or in equity.

9. SCOPE OF USE

Any Authorized User may use the Product, and any software licensed in connection with such Product, on a worldwide basis for the benefit of itself and its agents. Supplier further authorizes use of the Product by third parties who are under contract with an Authorized User to provide outsourcing services, including but not limited to providing application development services, data processing or facilities or infrastructure management services for the benefit of such Authorized User. For Products to which the Commonwealth or an Authorized User takes title, and any System Software which is integral to such Products, under the terms of this Contract, there are no restrictions on subsequent resale or distribution thereof by the Commonwealth or such Authorized User.

10. SYSTEM SOFTWARE LICENSE

If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body. If Authorized User is a private institution of higher education which is listed at http://www.cicv.org/Our-Colleges/Profiles.aspx, the license shall be held by that private institution.

Software License (*for internal embedded software, firmware and unless otherwise provided in the State's solicitation document, or in an attachment hereto*): Products or Deliverables comprising goods, equipment or hardware may contain System Software for internal operation, or as embedded System Software or firmware that is generally not sold or licensed as a severable software product. System Software may be provided on separate media, such as floppy diskettes or CD-ROM, or may be included within the Product or Deliverable at or prior to delivery. Such System Software is proprietary, copyrighted, and may also contain valuable trade secrets and may be protected by patents. Supplier grants the Authorized Users of this Contract a license to use the code (or any replacement provided) on, or in conjunction with, only the Deliverables or Products purchased, or with any system identified in the Contract. Authorized Users may make and install copies of the System Software to support the authorized level of use. Provided, however that if the Product or Deliverable is inoperable, the System Software may be copied for temporary use on other hardware. Authorized Users shall promptly affix to any such copy the same proprietary and copyright notices affixed to the

original. Individual Authorized Users may make one copy of the software for archival, back-up or disaster recovery purposes. The license set forth in this paragraph shall terminate immediately upon the Authorized User's discontinuance of the use of the Product or Deliverable on which the System Software is installed. The System Software may be transferred to another party only with the transfer of the Product or Deliverable. If the Product or Deliverable is transferred by any Authorized User, such Authorized User shall before the transfer takes place l i) destroy all System Software copies made by the Authorized User, ii) deliver the original or any replacement copies of the System Software to the transferee, and iii) notify the transferee that title and ownership of the System Software and the applicable patent, trademark, copyright, and other intellectual property rights shall remain with Supplier, or Supplier's licensors. Authorized Users shall not disassemble, decompile, reverse engineer, modify, or prepare derivative works of the embedded System Software, unless permitted under the Contract. Compliance with the terms and conditions of this paragraph and any license granted pursuant to this Contract is solely the responsibility of the Authorized User which purchased such license and not the responsibility of VITA, unless VITA purchased such license on its own behalf.

A. No Subsequent, Unilateral Modifications of Terms by Supplier ("Shrink-Wrap")

Notwithstanding any other provision or other unilateral license terms which may be issued by Supplier after the Effective Date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order or SOW for System Software licensed under this Contract, or the fact that such other agreement may be affixed to or accompany System Software upon delivery ("shrink wrap"), the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

11. 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, which lists any and all fees and charges. The fees and any associated discounts shall be applicable throughout the term of this Contract; provided, however, that in the event the fees or discounts apply for any period less than the entire term, Supplier agrees that it shall not increase the fees more than once during any twelve (12) month period, commencing at the end of year one (1). 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 to the Authorized User if such change impacts any SOW or order and in accordance with the above and shall not become effective for sixty (60) days thereafter. Supplier agrees to offer price reductions to ensure compliance with the Competitive Pricing Section.

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 license from Supplier any of Supplier's products or services. [Modify this sentence only if this Contract is mandatory use for any Authorized User] This Contract is optional use and non-exclusive, and all Authorized Users may, at their sole discretion, purchase, license or otherwise receive benefits from third party suppliers of products and services similar to, or in competition with, the products and services provided by Supplier.

Supplier is required to accept any order 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.

If the Contract allows for the provision of hardware Product, An Authorized User may order Maintenance Services for any Product at any time during the term of the Contract, irrespective of whether such Product is covered under warranty or maintenance at the time the order is issued to Supplier. Each order shall identify:

i. Product and, if applicable, serial number, for which Maintenance Services shall be provided,

ii. Maintenance Level to be provided, and

iii. MCP for the Product Maintenance.

Authorized User may elect, at any time, another Maintenance Level offered by Supplier. Such amendment shall take effect within thirty (30) days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order or SOW.

Unless otherwise agreed to by the Authorized User and Supplier, the MCP for a unit of Product shall be one (1) year from the effective date of any executed order or SOW for Maintenance on such Product.

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. Reimbursement of Expenses

If allowable pursuant to an Authorized User's Statement of Work, such Authorized User shall pay, or reimburse Supplier, for all reasonable and actual travel-related expenses for greater than thirty (30) miles from portal to portal incurred by Supplier during the relevant period; provided, however, that such Authorized User shall only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses, that have been authorized by such Authorized User in advance in the Statement of Work and which will be reimbursable by such Authorized User at the then-current per diem amounts as published by the Virginia Department of Accounts (http://www.doa.virginia.gov/or a successor URL(s)). Authorized Users who are not public bodies may have their own per diem amounts applicable to Supplier's pre-approved travel expenses.

All reimbursed expenses will be billed to the Authorized User on a pass-through basis without any markup by Supplier. At Authorized User's request, Supplier shall provide copies of receipts for all travel expenses over US$30.00.

E. Statement of Work

(Optional per Project; if not included, remove definition and all references in remaining provisions.)

An SOW, in the format provided in Exhibit D, shall 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. Unless VITA issues a written authorization for a time and materials type SOW, any SOW shall be of a fixed price type but may, with the written approval of VITA, contain a cost-reimbursable line item(s) for pre-approved travel expenses. 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 (template provided as Exhibit E). 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 hereto.

F. Supplier Quote and Request for Quote

Should an Authorized User determine that a 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, on a case-by-case basis and upon approval by VITA, 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. [If only one contract is to be awarded add:] Supplier's failure to respond to an RFQ may be deemed a default of this Contract.

G. 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. Additionally, Supplier shall bill each Eligible Entity directly according to section B above, E-Rate. Payment for any support services, as authorized in the Contract and the Authorized User's applicable order or SOW, shall be annually in arrears unless otherwise stated herein, or in any order or SOW referencing this Contract. No invoice shall include any costs other than those identified in the executed order or SOW, which costs shall be in accordance with Exhibit B. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent such charges are identified in Exhibit B, or as noted in any executed order or SOW referencing this Contract. Invoices issued by the Supplier shall identify at a minimum:

i. Dates/periods that invoice covers, including any service or subscription periods, as applicable.

ii. Line item description of the Deliverable(s), Product(s), Software, Hardware, Services, Solution and Solution Components, Maintenance Services, and/or Licensed 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.

H. 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, components or services accepted more than ninety (90) days prior to receipt of a valid invoice may not be paid. Should Supplier repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over-billed for each month that such over-billing continues.

12. SUPPLIER-SPONSORED PRODUCT PROMOTIONS

The Supplier, at its discretion, may sponsor Product and Service promotions during the Contract term or any extensions thereof. Should Supplier choose to sponsor such a promotion, Supplier shall provide in writing to VITA, at least five (5) days prior to the promotion, the following information: (i) the dates of the promotion or the duration of the promotion to include the commencement date and the ending date; (ii) the exact Products or Services covered in the promotion; and (iii) the pricing or percentage discount offered during the promotion. VITA shall communicate to Supplier in writing its agreement to the promotion.

The Supplier shall be in breach of the Contract in the absence of a written agreement regarding the promotion. In any event wherein the Supplier proposes prices that are different than the Contract prices to any Authorized User without first obtaining VITA's agreement, the Supplier shall be in breach of the Contract, and VITA shall have all remedies available under Contract and law and in equity.

All Supplier-sponsored Product or Service promotions shall be available to all Authorized Users. Should the Supplier request a promotion that would be limiting, either through product configuration or quantities of Products and Services, VITA, at its sole discretion, may not provide a written agreement. VITA and Supplier agree that promotions shall not target any one Authorized User, or a few Authorized Users.

VITA and Authorized Users, at their discretion, may assist in advertising the promotion. This assistance may consist of advertising space on Authorized User web sites, or other assistance at an Authorized User's discretion.

13. REPORTING

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 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.

As required by Executive Order 20 (2014) in addition to the requirements in the Invoice Procedures section of this Contract, Supplier shall provide to VITA at the time the final invoice is sent to the Authorized User, a SWaM Subcontracting Certification of Compliance certifying that Supplier has fully complied with the Contract's Supplier Procurement and Subcontracting Plan ("Plan"), originally submitted with Supplier's Proposal. If Supplier has not fully complied, meaning there is any variance between the proposed and contractually bound Plan and the actual subcontractor spend by Supplier, the SWaM Subcontracting Certification of Compliance must include a written explanation of any variances between the Plan and the actual participation.

Further, VITA may require Supplier to submit on a scheduled basis (monthly, quarterly, or other frequency) a SWaM Subcontracting Certification of Compliance detailing Supplier's compliance or variance to-date, along with any variance explanation. All submitted SWaM Subcontracting Certifications of Compliance shall be certified and signed by Supplier's contractually authorized representative.

The Supplier's SWaM Subcontracting Certifications of Compliance shall be maintained by VITA in the procurement file.

Should Supplier fail to comply with its contractually obligated Plan spend or fail to report its contractually obligated Plan spend, VITA may, at its sole discretion, prohibit or delay any renewals or extensions of the Contract, and/or may withhold any final payments due. Supplier's failure to comply shall be considered in the prospective award of any future contracts with Supplier.

Failure to comply with all reporting and other requirements in this Section may result in default of the Contract.

14. TRAINING AND DOCUMENTATION

A. Training

Supplier shall provide personnel sufficiently experienced and qualified to conduct such training at a time and location mutually agreeable to Supplier and Authorized User. Available additional and optional training, and applicable pricing and discounts, are described in Exhibit B.

B. Documentation

Supplier shall deliver to Authorized User three (3), or such number as agreed upon between the parties under an order or SOW, complete hard copies or electronic media of Documentation applicable to Supplier's Deliverable provided to Authorized User, as requested by such Authorized User. Should Supplier revise or replace the Documentation, or should Documentation be modified to reflect Updates, Supplier shall deliver to the Authorized User such updated or replacement Documentation, in the same quantity and media format as originally requested by such Authorized User, or as agreed upon between the parties. Any Authorized User shall have the right, as part of any license grant, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation shall include, but not be limited to, overview descriptions of all major functions, detailed step-by-step installation and operating procedures for each screen and activity, and technical reference manuals. Such Documentation shall be revised to reflect any modifications, fixes or updates made by Supplier. Any Authorized User shall have the right, as part of the license granted by Supplier, at its own discretion, to take all or portions of the Documentation, modify or completely customize it in support of the authorized use of the licensed application or software and may duplicate such Documentation

and include it in such Authorized User's document or platform. All Authorized Users shall continue to include Supplier's copyright notice.

15. AUTHORIZED USER SELF-SUFFICIENCY

Prior to or at any time during Supplier's performance of an order or SOW issued pursuant to this Contract, an Authorized User may require that Supplier provide to Authorized User a detailed plan to develop Authorized User self-sufficiency and to transition operation and management to Authorized User or its Agent, which Agent may be VITA, or an agent of VITA, or a third party provider under contract with Authorized User. At Authorized User's request and pursuant to an order or SOW for Supplier's Services issued hereunder, Supplier shall provide all assistance reasonably required by Authorized User to develop Authorized User's self-sufficiency in operating and managing the Solution, Products and/or Services that Supplier provided to Authorized User under the applicable order or SOW. During and/or after the transition period, Authorized User may, at its sole discretion, elect to order or continue Maintenance Services from Supplier, if authorized under the scope of the Contract, for any of the Software or hardware Product, components or Solution Components delivered to Authorized User by Supplier.

16. 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.

17. 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, Software, Services, Solution, including Solution Components, Application and Licensed 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, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or any component thereof; or (b) replace or modify such infringing Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or any component thereof, with non-infringing Deliverables, Products, Software, Services, Solution or Solution Component(s), Application and Licensed 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, Software, Services, Solution or Solution Component(s), Application and Licensed 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, Software, Services, Solution, Solution Component, Application and Licensed 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, Software, Services, Solution, including Solution Components, Application and Licensed 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.

18. 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.

19. 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.

20. 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.

21. 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. Incorporated Contractual Provisions

The then-current contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, and that 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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 signature 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.

H. No Waiver

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

I. 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 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.

J. Captions

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

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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

Exhibit C – Service Level Agreements *(SLAs)(To be provided by the Supplier)*

Exhibit D - Statement of Work *(SOW)* Template

Exhibit E – SOW Change Order Template

Exhibit F - Reserved

Exhibit G - Certification Regarding Lobbying

Exhibit H - Supplier Procurement and Subcontracting Plan

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 Proposal 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, and Exhibit B).

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.

Executed as of the last date set forth below by the undersigned authorized representatives of VITA and Supplier.

Supplier	VITA
By: Harold P Guarnieri	By: Nelson P. Moe
(Signature)	(Signature)
Name: HAROLD P. GUARNIERI	Name: Nelson P. Moe
(Print)	(Print)
Title: CSMO	Title: Chief Information Officer
Date: 22 MARCH 2016	Date: 3/24/2016
Address for Notice:	Address for Notice:
INFIAN LLC	
2810 N. PARHAM Rd #220	
HENRICO, VA 23294	
Attention: Supplier Contact	Attention: Contract Administrator

Exhibit A

Requirements

Instructions

Suppliers are to indicate their capability of fulfilling each specific requirement. Each Supplier's responses will be reviewed and compared across Suppliers within each section in order to determine the best solution for the Commonwealth.

Detailed requirements are presented in questionnaire format to facilitate direct responses and establish accountability regarding delivery of Solution by the Supplier. To respond to each requirement, Supplier is asked to enter, in the space provided in **Column A**, a code that best corresponds to its intended response for the requirement listed.

The acceptable codes for **Column A** are as follows:

Y - "Yes" - Supplier can fully meet the requirement as documented with its current application or proposed solution. If applicable, Supplier should provide in **Column B** an explanation of how it will fulfill the requirement. This may include use of alliances with other suppliers. Supplier may also use **Column B** to cross-reference a detailed explanation included in an attachment of its proposal

F - "Yes, Future" - Supplier will be able to fully meet this requirement in the near future *(not longer than three months from the date of the proposal)* . Supplier should provide a proposed start date and cross-reference any attached documentation in **Column B.**

N - "No" - Supplier cannot meet the requirement and has no firm plans to be in the position to meet this need within three months from the date of the proposal.

	General	A	B
1.1	Does your solution comply with all current COV ITRM Policies and Standards, as applicable, found at: http://www.vita.virginia.gov/library/default.aspx?id=537 If proposed solution does not, please provide details that specify the Standard/Policy and how Supplier's solution does not comply.	**Y**	
1.2	Do your proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at: http://www.vita.virginia.gov/oversight/default.aspx?id=10344 If not, please explain	**Y**	
1.3	Does your solution include individuals familiar with the rules and regulations regarding the Federal E-Rate program? Please explain.	**Y**	
Infian Response: Our sales people are trained through vendor programs, keep up to date with newsletters and ongoing training, in addition to years of experience working with schools and the SLD.			
1.4	Does your solution include a valid SPIN *(service provider identification number)* ? Please provide.	**Y**	
Infian Response: Our SPIN is 143031274			
1.5	Does your solution include a valid SPI *(service provider invoice)* ? Please provide.	**Y**	
Infian Response: We understand that we will create a SPI for any amount due from SLD.			
1.6	Does your organization currently have existing customers in the Commonwealth? If yes, please explain.	**Y**	
Infian Response: Current customers include King George County Public Schools, The County of Spotsylvania, the City of Richmond, Richmond Public Schools.			
1.7	You have agreed that your proposed solution will provide a complete manufacturer's catalog, including all network hardware products and related services. Can you provide detail on how this will be accomplished?	**Y**	
Infian Response: Please see our Detailed Description of Proposed Solution(s) section response for links to manufacturer catalogs.			

1.8	You have agreed that your proposed solution will be capable of providing wireless and wired hardware and related services to all public bodies in the entire Commonwealth. Can you provide detail on how this will be accomplished?	**Y**	
Infian Response: Our goal is to establish trusted business relationships with public bodies interested in the products we provide. We can help them design, acquire, install and support those products. See marketing plan.			
1.9	Does your proposed solution plan to utilize subcontractors or alliances? If yes, please describe the type of work that will be performed by them.	**N**	
Infian Response: All design, installation and support will be completed by Infian personnel.			
1.10	VITA encourages Suppliers to develop a catalog website that interfaces with eVA. Does your solution include a punch-out catalog website? Refer to: https://eva.virginia.gov/pages/eva-catalog-creation Please provide either screen shots or a link to serve as an example.	**N**	
Infian Response: Not at this time - it is planned but no date has been announced.			
1.11	Does your organization currently interface, via a punch out to your application, with existing customer e-procurement portals similar to the Commonwealth's eVA portal solution?	**N**	
Infian Response: Not at this time - it is planned but no date has been announced.			
1.12	Will your solution provide product incentives, credits and or rebate programs? Please provide details.	**N**	
Infian Response: We will provide our best pricing at all times - if we get special pricing from manufacturers we will pass them on in the prices we present.			
1.13	Will your solution offer volume-tiered discounts on products? Please provide details.	**N**	
Infian Response: We will provide our best pricing at all times - if we get special pricing from manufacturers we will pass them on in the prices we present.			

1.14	Does your solution provide any additional related services that would be an added value to the Commonwealth? Please describe and provide examples.	**Y**	
Infian Response: Per our Appendix C, Service Rates tab we offer services such as Systems Architect, Strategic Consultant, Project Manager and cabling technician. Our goal is to provide all the services that a local entity needs to design, configure, install and support their network.			
1.15	Does your solution include a dedicated account manager for the duration of any contract? Please provide details.	**Y**	
Infian Response: This is a significant contract to Infian and deserves a dedicated manager available to VITA. Paul Nightingale, one of our most senior account managers, will be assigned to work with VITA. Since Virginia is divided into different Infian territories, we can focus our individual account managers on specific geographic accounts to develop the trusted relationship needed with technology purchases.			
1.16	Will your organization market and promote any resulting contract to schools, universities, local and non-Executive Branch state agencies? Please provide a marketing plan and examples of marketing tools.	**Y**	
Infian Response: See included marketing plan.			
1.17	Does your solution include any additional marketing services that would be an added value to the Commonwealth? Please describe and provide details.	**N**	
1.18	Does your solution include a customer support program for the duration of any resulting contract? Please describe your firm's ability to keep users informed of new products, changes in technology, advanced specification documentation and other market information.	**Y**	
Infian Response: Paul Nightingale, senior account manager, will be assigned to work with VITA. We are experienced in helping our clients keep current in technology by conducting seminars, webinars and yearly national level user group meetings for our TIME kidney patient software.			

	Ordering & Reports	A	B
2.1	Will your organization respond to an order request within one (1) business day? Please provide detail on how this will be accomplished.	**Y**	
Infian Response: Yes. Infian is a registered eVA provider and receives electronic transmission when customer places order through the system. This allows us to create the customer order within 2-4 hours from receipt of said order.			
2.2	Will your organization ship all “in-stock” hardware, not requiring configuration or installation, within 48 hours of receiving an order? Please provide details.	**Y**	
Infian Response: Infian has electronic ordering portals with suppliers which allow us to view in-stock items and place order with them for product. All instock items ship within 24 hours from order.			
2.3	Does your solution include an in-house order tracking system that can be accessed by a customer? Please provide details.	**Y**	
Infian Response: Yes. Customers are given an electronic portal to Infian.com which will allow them to log-in and see tracking numbers with live links to view tracking status on all items.			
2.4	Will your proposed solution include restocking fees for returned standard off-the-shelf products? If so, please explain.	**Y**	
Infian Response: Yes. 10% if item is unopened and within first 30 days of delvery. If item has been opened Infian will make a best effort to help customer return an item if original packaging is still with product. Items that have been installed and are not defective may not be returned. Items that are installed and defective will be replaced by manufaturer's warranty, not through Infian.			
2.5	Does your solution include a process to resolve ordering/billing disputes? Please describe the process.	**Y**	
Infian Response: Yes. Infian provides contact through sales-billing@infian.com for ordering/billing issues.			
2.6	Does your solution include reports detailing equipment that has been ordered by customers? Please provide examples.	**Y**	
Infian Response: Yes. Infian provides customers with cloud-based, encrypted portal that details every order and product placed through Infian. Each order also contains pdf copy of Customer Purchase Order verifying Order History. In most cases product serial numbers are included in documentation.			

2.7	Does your solution include reports detailing where hardware has been installed? Please provide examples.	**Y**	
Infian Response: Yes. If Infian installs hardware in multiple locations a punch-out list is provided to the customer for each location. This list includes product number and serial numbers (where appropriate). No customer is invoiced until this list has been aknowledged and signed as received by the Customer.			
2.8	Does your solution include any additional inventory management reports that would be an added value to the Commonwealth? Please provide details.	**Y**	
Infian Response: Yes. Through Customer portal a Search feature is provided which will allow Customer to search previous purchased item via part number or serial number where appropriate. This can help Customer quickly determine which vendor a product was purchased from as well as establish purchase date to check warranty status on a particular item.			
2.9	Does your solution include any invoice/purchase order reports regarding Item 21, in the Universal Service Administrative Company *(USAC)* template? Please explain.	**Y**	
Infian Response: Yes. Infian provides Line Item Detail quote to Customer describing exact item part number, manufacturer, and contracted price for all equipment. If Infian Services are used a detailed SOW is provided along with the Customer Quote. These have been used and approved by USAC by Infian customers in the past for Item 21 attachments.			
2.10	Does your solution include any reports regarding SPIN number and SPI invoicing? Please explain.	**Y**	
Infian Response: Yes. Once Customer has accepted and signed Punch Out list Infian will create invoice to Customer for their portion and file Form 474 for USAC invoices. Both Customer invoice and copy of 474 aknowledgement from USAC are archived to Customer order in Customer Portal for access.			

0	Warranty, Service & Maint.	A	B
3.1	Does your solution include warranty and software updates? If so, please describe any fees?	**Y**	
INFIAN RESPONSE: Infian will honor all manufacturers' warranties to their full extent. The only charges moving forward would be for any future software assurance or maintenance fees charged by the manufacturer.			
3.2	During the warranty period, will your firm replace or repair failed hardware at no additional cost to an authorized user? Please explain.	**Y**	
INFIAN RESPONSE: Infian will adhere to that manufacturer's return policies. Infian will take the necessary steps to ensure that all returns are completed as expeditiously as possible.			
3.3	Will your warranty replacement hardware and system software be equal to or better than, and compatible with, the hardware and system software being replaced? Please explain.	**Y**	
INFIAN RESPONSE: Yes, the manufacturer will replace with a version that is equal to better than the original equipment.			
3.4	Will your replacement hardware/system software/parts assume the warranty coverage terms of the replaced hardware and system software? Please explain.	**Y**	
INFIAN RESPONSE: Yes. Receipt of the replacement part will not reset the original warranty period.			
3.5	Will your firm honor all warranties extending beyond the expiration or cancellation of any resulting contract as if the contract were still in effect on all hardware, replacement hardware and system software? Please explain.	**Y**	
INFIAN RESPONSE: Infian will support any manufacturer's warranty that is still in effect weather this contract is in place or not.			
3.6	Will your firm use service technicians who have and maintain current industry-required certifications? Please provide details.	**Y**	
INFIAN RESPONSE: In most cases any warranty work will be done by manufacturer employed technicians ensuring that the most up to date certs and techniques are used.			
3.7	Are all service representatives and technicians providing telephone support to your customers located in the continental United States or are any of them outsourced?	**N**	
INFIAN RESPONSE: Depending on the provider, support can be from both the continential U.S. or abroad.			

3.8	If requested by an authorized user, will your organization provide loaner equipment if the inop equipment will be out of operation for more than 24 hours? Please explain.	**N**	
INFIAN RESPONSE: No. All warranty claims will be done as advance replacement whenever possible.			
3.9	Does your solution include a list of counties in Virginia where your organization is able to provide a 2 hour on-site response time to facilitate quick response to significant network outages that require on-site support? Please explain.	**N**	

INFIAN RESPONSE: No, however a general rule of thumb can be used with Richmond as the starting point. This will be at the manufacturer's discretion.

	Design, Plan, Install, and Configuration	A	B
4.1	Can your organization work around various school schedules to avoid impacting classroom or busy office times? Please explain.	**Y**	
Infian Response: Infian will arrange for all work to take place in a manner that will best accommodate school and school office schedules.			
4.2	Can your organization commit to 8 hour work days starting when school lets out but not charging OT even if that meant working from approximately 3pm to 11pm? Please explain.	**N**	
Infian Response: Labor outside of standard business hours (8:00AM-5:00PM) will be considered "after hours". See price list for these rates.			
4.3	Does your organization provide field technicians to perform installation services? Please list how many field technicians support installations for your service areas.	**Y**	
Infian Response: The number of field technicians assigned to a particular installation is determined upon the scope of the project and required.			
4.4	Can you explain how your organization provides technical support for its current customers? Please explain.	**Y**	
Infian Response: Infian provides customer support through the following methods: on-site/in-person, telephone, e-mail. For telephone support, customers are provided with a toll-free phone number.			
4.5	Does your solution include documentation given to customers that includes all installed equipment, part numbers, quantities, serial numbers, and equipment naming? Please explain.	**Y**	
Infian Response: As part of the solution, Infian provides customers with complete documentation which includes: product/part numbers, serial numbers, quantities, equipment naming and any other pertinent details.			
4.6	Does your solution include power-on system and functionality tests for all hardware installed? Please explain.	**Y**	
Infian Response: The performing of power-on system and functionality tests are included in all installations.			
4.7	Does your solution provide the necessary training on installed hardware? Please explain.	**Y**	
Infian Response: Yes, Infian will provide any and all required trainig and training materials for installed hardware and software.			
4.8	Does your solution include in house resources that can analyze an existing school's network in order to plan, design and configure a high-density, reliable wireless and wired network? Please explain.	**Y**	
Infian Response: Yes, Infian has an in-house staff of network specialists who are able to effectively determine, plan, configure, implement and support a high-density, extremely reliable wireless and wired network and related services, utilizing industry regarded best practices.			
4.9	Does your solution include personnel profiles for the professional services personnel that will be assigned to this contract? Please explain.	**Y**	

Infian Response: Yes, Infian will provide resumes and/or profiles for all professonal servicess personnel assigned to this contract.			
4.10	Does your solution include detailed methods/practices for designing/installing/validating high-capacity wireless networks? Please explain.	**Y**	
Infian Response: Yes, Infian will provide comprehensive documentation detailing all aspects of the installation including: analysis, recommendations, criteria, best practices and methodology.			
4.11	Does your solution include technicians that can physically mount and install network hardware, including access points and Ethernet switches? Please explain.	**Y**	
Infian Response: Yes, Infian's technicians will perform physical mounting and installation of all hardware and products.			
4.12	Does your solution include technicians that can ensure that the latest firmware is installed in each wireless access point and switch? Please explain.	**Y**	
Infian Response: Yes, Infian's team of technicians will proactively ensure that all switch and access point firmware is updated to current revisions.			
4.13	Does your solution include technicians that can configure network management consoles to meet best practices that may be defined by a local school district policy? Please explain.	**Y**	
Infian Response: Yes, Infian's technicians have the training and capability to custom configure network management consoles to adhere to the policy(ies) as defined by the local school district.			
4.14	Does your solution include technicians that can maximize the use of available spectrum to minimize co-channel interference? Please explain.	**Y**	
Infian Response: Yes, Infian's technicians have the engineering expertise to make the necessary adjustments to coordinate access to a single channel allowing nearby access points on the same channel to share the spectrum without increasing co-channel interference.			
4.15	Does your solution include technicians that can test access from each AP and provide throughput report for each AP? Please explain.	**Y**	
Infian Response: Yes, Infian's technicians will perform diagnostics to monitor and measure signal strength of each access point and provide a detailed report of all findings. Any required adjustments will be implemented.			
4.16	Does your solution include technicians that can configure and test the authorization of clients, which relies on MS Active Directory? Please explain.	**Y**	
Infian Response: Infian has Microsoft Certified Technicians; Configuration, testing and troubleshooting of client authorization on Active Directory is a mandatory part of our solution.			
4.17	Does your solution include technicians that can evaluate existing network infrastructure and develop a design plan to meet network coverage and performance requirements? Please explain.	**Y**	

Infian Response: Yes, Infian's network specialists will perform a site assessment and utilizing best practices, effectively determine, plan, configure, implement the best solution to meet/exceed network coverage and performance requirements.			
4.18	Does your solution include technicians that can develop site-specific configuration recommendations including those for security and authentication? Please explain.	**Y**	
Infian Response: Yes, Infian's network specialists will perform a site assessment and utilizing best practices, effectively determine, develop and configure the optimum security and authentication.			
4.19	Does your solution include technicians that can Implement a design plan including configuration recommendations? Please explain.	**Y**	
Infian Response: Yes, Infian's network specialists will develop, design and implement a plan inclusive of configuration recommendations based on the stated objectives for the installation.			
4.20	Does your solution include technicians that can test/validate that a hardware deployment meets network coverage and performance requirements? Please explain.	**Y**	
Infian Response: Yes, as standard practice, Infian's technicians will test and confirm that all hardware deployments are to specifications of the network coverage and performance requirements.			

	Wireless Hardware	A	B
5.1	Does your solution include wireless hardware that is compliant with IEEE 802.11? Please explain.	**Y**	
Infian Response: Compliant with 802.11a/b/g/n/ac in 2.4GHz and 5GHz			
5.2	Does your solution's wireless hardware provide IEEE 802.11ac support as well as backward compatibility with IEEE 802.11b/g/n in 2.4GHz band? Please explain.	**Y**	
Infian Response: Compliant with 802.11a/b/g/n/ac in 2.4GHz and 5GHz			
5.3	Does your solution include wireless hardware that contains at least one 1000 Base-T Ethernet port? Please explain.	**Y**	
Infian Response: Zone Director hardware controllers and every Ruckus access point we offer have at least one 100 Base T Ethernet port			
5.4	Does your solution include a warranty? If so, how long and is there an additional charge?	**Y**	
Infian Response: Ruckus offers at no additional charge a limited one year warranty on some product and a limited lifetime warranty on other productsDetails of the Ruckus Waranty policy and WatchDog Support are in the accompanying document titled under reference 5.4.			
5.5	Has your warranty solution been vetted by the Schools & Libraries Division *(SLD)* ?	**Y**	
Infian Response: All Ruckus items proposed are eRate Eligible.			
5.6	Does your solution include firmware updates quoted on an annual basis as required by E-Rate rules? Please explain.	**Y**	
Infian Response: Firmware updates are included in Ruckus WatchDog Support. Details in the accompanying document titled Requirements Responses details Reference 5.6			
5.7	Has your firmware solution been vetted by the SLD?	**Y**	
Infian Response: All Ruckus items proposed are eRate Eligible.			
5.8	Does your solution include copies of all warranties for the wireless hardware? Please expain.	**Y**	

Infian Response: Warranty information is included with each product when shipped. Details on Ruckus' warranties a separate accompanying document title Requirements Responses Referenced Details, Requirement 5.4			
5.9	Does your solution include general descriptions and use cases of the wireless hardware being proposed for use in school buildings? Please explain.	**Y**	
Infian Response: Please see accompanying document titled "Smart WiFi for Primary Education" More information including case studies and video shorts are available at http://www.ruckuswireless.com/enterprises/primary-education.			
5.10	Does your solution include descriptions as to how the wireless hardware is ideally managed, including RF spectrum, client authentication, roaming, and integration into a broader management framework? Please explain.	**N**	
Infian Response: Requirements and Responses Reference item 5.10. Generally, these topics are all discussed and addressed thoroughly as part of the initial consultation with the client. The system configuration services, system installation and best practices are provided by Ruckus partner's professional services team, with oversight and input from a Ruckus Sales Engineer.			
5.11	Does your solution include descriptions of your controller architecture including the requirement for physical hardware, appliances, virtual machines or cloud based designs? Please explain.	**Y**	
Infian Response: See accompanying Requirements Responses References document Reference 5.11 for details on the appliance based (ZoneDirector) or virtual (Virtual SmartZone) management system options available from Ruckus Wireless.			
5.12	Does your solution include a description as to the compatibility of existing wireless environment management platforms equivalent to Aerohive, Aruba, Avaya, Cisco, Extreme Networks, Hewlett Packard, Meraki, Meru, Ruckus and Xirrus?. Please explain.	**N**	
Infian Response: Ruckus management platform systems Zone Director and SmatZone are not compatible with nor can they be used to manage access points from other WiFi vendors.			
5.13	Does your solution include a descritpion of the traffic flows between clients, access points, controllers and the Internet? Please explaine.	**Y**	

Infian Response: Traffic flows over the Ruckus wireless network to its destination without ever having to interact with the ZoneDirector or SmartZone controller. Ruckus controllers operate outside of the data path by default. Tunneling of all network traffic is available as an option, but not required and not a limitation of the system.			
5.14	Does your solution include a detailed description of the items and services to be covered under maintenance? Please explain and provide your solution's definitation of maintenance.	**Y**	
Infian Response: See acompanying documentation Ref 5.14 for details on what is included under Maintenance.			
5.15	Can you please provide a description of how connectivity is affected by temporary loss of connection to the wireless management system or controller? Please explain.	**Y**	
Infian Response: APs continue to function and users see no disruption in their connectivity in the event of a temporary loss of connectivity or failure of the Ruckus ZoneDirector or the Ruckus SmartZone management system.			
5.16	Does your solution provide for multiple options of wireless access point models which may include at least one standard indoor model, one high density indoor model and one long range outdoor model? Please explain.	**Y**	
Infian Response: Ruckus offers APs suited for indoor, both high and moderate density and outdoor wide and narrow beam requirements. We also offer a very high value, point to point bridge/ connectvity soltion. See attached documents and/or reference the Requirements and Responses References Document - Requirement 5.16 for links to more detailed information.			
5.17	Does your solution include wireless access points that are powered by IEEE 802.11af POE or IEEE 802.11at POE+? Please explain.	**Y**	
Infian Response: Ruckus supports both 802.11af and 802.11at POE+.			
5.18	Does your solution include wireless access points that are able to support dual radio, 2.4GHz and 5GHz bands, simultaneously? Please explain.	**Y**	
Infian Response: Ruckus access points do support both 2.4GHz and 5GHz band/users/ devices simultaneously.			
5.19	Does your solution include wireless access points that are able to support at least three spatial streams in the 5GHz band? Please explain.	**Y**	

Infian Response: The Ruckus R600 and the Ruckus R710 are both 802.11ac Access Points and are able to support at least 3 spacial streams in the 5GHz band. The Ruckus R710 is the only 802.11ac wave II access point available anywhere and in fact offers 4 spatial stream performance.			
5.20	Does your solution include wireless access points that are able to support multiple SSIDs and per-SSID access policy? Please explain.	**Y**	
Infian Response: The Ruckus Zone Director and SmartZone management systems both allow for configuring mutiple SSIDs and for administrators to restrict access based on user class and policy. More details in accompanying document reference 5.21.			
5.21	Does your solution include wireless access points that are able to support rate limiting and traffic shaping of guest clients? Please explain.	**Y**	
Infian Response: Ruckus solutions support per-guest client rate limiting and device specific rate limits per OS. (Traffic shaping).			
5.22	Does your solution include wireless access points that are able to support multiple VLANS with assignable QoS? Please explain.	**Y**	
Infian Response: The Ruckus system is able to support environments that require multiple VLANs. The default QoS prioitization can be custom configured to suit the schools preference. See attached documents and/or reference the Requirements and Responses References Document - Requirement 5.22 for links to more detailed information.			
5.23	Does your solution include wireless access points that are able to support Layer 2/3 roaming/mobility without performance degradation or re-authentication required by clients *(roaming within a single building)* ? Please explain.	**Y**	
Infian Response: Ruckus access points do support layer 2/3 roaming/mobility with our propreitary SmartRoam+ technology. When APs are properly installed in the right locations (as derived from a professional site survey) users experience no perfomance degradation and no need for re-authentication to the network. See details reference 5.23 in accompanying document.			
5.24	Can you describe of how your solution provides roaming within a school, assuming it is on one subnet and then how that differs if multiple subnets are used? Please explain.	**Y**	

Infian Response: Users connected to Ruckus APs experience the benefit of the shortest path to the internet when using a single L2 subnet for management of the APs. Tunneling isn't required and roams are seamless. Should multiple subnets be used for AP management (within a single roaming domain/school), traffic can be tunneled back to the controller continuing to allow for seamless roaming. Ruckus SmartZone controllers contain dedicated tunneling hardware that eliminates processor overhead for L3 roaming and eliminates negative impact on system performance in these instances.			
5.25	Can your solution centrally manage all access points from one management console/interface? Please explain.	**Y**	
Infian Response: Both the Ruckus Zone Director and the Ruckus SmartZone management platforms offer a robust set of tools for managing all APs from one central management console/interface. Please reference 5.25 in the accompanying document.			
5.26	Does your solution include mounting options for mounting access points on walls and ceilings? Please explain.	**Y**	
Infian Response: Mounting brackets are included with the Ruckus R500, R600 and R710 APs that enabled them to be securely installed on both walls and drop ceilings.			

	Switching Hardware	A	B
6.1	Does your solution include Ethernet switches that are IEEE 802.3 compliant? Please explain.	Y	
Infian Response: Brocade Ethernet switches are fully compliant with IEEE 802.3.			
6.2	Does your solution include a warranty on it's Ethernet switches? Please explain.	Y	
Infian Response: Brocades ICX6XXX and ICX7XXX family of switches include Brocade Assurance Limited Lifetime Warranty which provides Advanced Hardware Replacement, Next Business Day for the life (End of Sale date + 5yrs) of the product.			
6.3	Has your solution's Ethernet switch warranty been vetted by the SLD?	Y	
Infian Response: All Brocade items proposed are eRate Eligible.			
6.4	Does your solution include firmware updates quoted on an annual basis as required by E-Rate rules? Please explain.	Y	
Infian Response: Brocades ICX6XXX and ICX7XXX family of switches include Brocade Assurance Limited Lifetime warranty which provides firmware updates and bug fixes for the life (End of Sale date + 5yrs) of the product.			
6.5	Has your firmware solution been vetted by the SLD?	Y	
Infian Response: All Brocade items proposed are eRate Eligible.			
6.6	Does your solution include copies of all warranties for the Ethernet switches? Please expain.	Y	
Infian Response: Brocade data sheets include warranty information as well as the Brocade support web URL www.brocade.com/warranty.			
6.7	Does your solution include a description of how Ethernet switches may be managed by a management console? Please explain.	Y	
Infian Response: Brocade switches are SNMP compliant and may be managed with Brocades Enterprise Network Management platform (Brocade Network Advisor) or other SNMP compliant management application as well as via the CLI.			
6.8	Does your solution include Ethernet switches that support multiple VLANs? Please explain.	Y	

Infian Response: Brocade ethernet switches support a maximum of 4,095 VLANs.			
6.9	Does your solution include Ethernet switches that support IEEE 802.3at POE+? Please explain.	**Y**	
Infian Response: Brocade ethernet switches support POE and POE+. The switches can support POE on all ports and POE+ on half the ports without the use of external or redundant power. With the use of external or redundant power all ports can support POE+.			
6.10	Does your solution include Ethernet switches that support at least 15Watts of POE per port, on 90% of the copper 1GbE ports simultaneously? Please explain.	**Y**	
Infian Response: Brocade ethernet switches support POE on 100% of the ports without the use of external or redundant power.			
6.11	Does your solution include Ethernet switches that contain a non-blocking switch backplane? Please explain.	**Y**	
Infian Response: All Brocade switches support a non-blocking, wire speed backplane.			
6.12	Does your solution include Ethernet switches that have SNMP management capabilities? Please explain.	**Y**	
Infian Response: Brocade switches are SNMP compliant and may be managed with Brocades Enterprise Network Management platform (Brocade Network Advisor) or other SNMP compliant management application as well as via the CLI			
6.13	Does your solution include Ethernet switches that have vendor-specific management capabilities? Please explain.	**Y**	
Infian Response: Brocade Ethernet switches support industry standard management capabilities however like all vendors Brocade switches have vendor specific management capabilities that are supported with Brocades Enterprise Network Management platfrom Brocade Network Advisor.			
6.14	Does your solution include Layer 3 switching/routing support? Please explain.	**Y**	
Infian Response: All Brocade ethernet switches include layer 3 switching/routing capabilities. Layer 3 routing protocol support such as RIP, OSPF and BGP is available as an optional license.			

Exhibit B

Pricing

RFP 2016-06
Exhibit B
Product Discounts

Product Category	Delivery Lead Time *(In Days ARO)*	Spend (Per order)	State Discount % *(Off Publically Available Price List)*	Academic Discount % *(Off Publically Available Price List)*
Switches (Brocade)		$0-$50,000	**46**	**58.5**
		$50,001- $100,000	**46**	**58.5**
		$100,001- $200,000	**46**	**58.5**
		$200,001- $300,000	**46**	**58.5**
		$300,001- $500,000	**46**	**58.5**
		$500,001- Plus	**46**	**58.5**
Routers (Brocade)		$0-$50,000	**46**	**58.5**
		$50,001- $100,000	**46**	**58.5**
		$100,001- $200,000	**46**	**58.5**
		$200,001- $300,000	**46**	**58.5**
		$300,001- $500,000	**46**	**58.5**
		$500,001- Plus	**46**	**58.5**
Security *(Firewalls) (Brocade)*		$0-$50,000	**46**	**58.5**
		$50,001- $100,000	**46**	**58.5**
		$100,001- $200,000	**46**	**58.5**
		$200,001- $300,000	**46**	**58.5**
		$300,001- $500,000	**46**	**58.5**
		$500,001- Plus	**46**	**58.5**
Wireless (Ruckus)		$0-$50,000	**48**	**53**
		$50,001- $100,000	**48**	**53**
		$100,001- $200,000	**48**	**53**
		$200,001- $300,000	**48**	**53**
		$300,001- $500,000	**48**	**53**
		$500,001- Plus	**48**	**53**
Maintenance (Brocade)		$0-$50,000	**15**	**15**
		$50,001- $100,000	**15**	**15**
		$100,001- $200,000	**15**	**15**
		$200,001- $300,000	**15**	**15**
		$300,001- $500,000	**15**	**15**
		$500,001- Plus	**15**	**15**
Maintenance (Ruckus)		$0-$50,000	**15**	**15**
		$50,001- $100,000	**15**	**15**
		$100,001- $200,000	**15**	**15**
		$200,001- $300,000	**15**	**15**
		$300,001- $500,000	**15**	**15**
		$500,001- Plus	**15**	**15**
Other Applicable Products *(Supplier may add additional categories)*				
Liebert hardware			**25**	**30**
Palo Alto hardware			**30**	**30**
Software (Brocade)			**25**	**25**

Supplier is to enter the discount % for each Product Category in both Discount Columns.

*** If unable to offer Academic discount % please insert State discount % in the Academic Discount % Column.***

Supplier is to provide the URL to the publicly available pricelist.

Delivery Terms： F.O.B. Destination

Service Rates

Service Description	Hourly Rate *(Normal business hours)*	Hourly Rate *(After normal business hours)*
Network architecture, analysis and design services	**$175.00**	**$262.50**
Equipment installation/configuration services	**$120.00**	**$180.00**
Equipment update/upgrade services	**$120.00**	**$180.00**
Equipment repair services	**$95.00**	**$225.00**
Technical support services *(Standard)***	**$150.00**	**$225.00**
Technical support services *(Premium)***	**$225.00**	**$337.00**
Engineering services *(Standard)***	**$150.00**	**$225.00**
Engineering services *(Premium)***	**$225.00**	**$337.00**
Training	**$175.00**	**$262.50**
Other Applicable Services *(Supplier may fill in additional services)*		
Project Manager - Onsite	**$150.00**	**$225.00**
Systems architect *(Premium)* **	**$225.00**	**$337.00**
Technology Strategic Consultant *(Premium)* **	**$225.00**	**$337.00**

The rates indicated in the hourly rate columns are a "not-to-exceed" price.

Supplier shall provide specifications for Standard and Premium services listed above.

**** Standard cost is for a standard (Level 2) engineer**

**** Premium cost is for a premium (senior or Level 3) engineer**

EXHIBIT D STATEMENT OF WORK (SOW) TEMPLATE
BETWEEN *(NAME OF AUTHORIZED USER)* AND (*SUPPLIER NAME)*

ISSUED UNDER

CONTRACT NUMBER VA-XXXXXX-XXX
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
SUPPLIER NAME

Exhibit D, between (Name of Agency/Institution) and (Supplier Name) ("Supplier") is hereby incorporated into and made an integral part of Contract Number VA-XXXXXX-XXX ("Contract") between the Virginia Information Technologies Agency ("VITA") on behalf of the Commonwealth of Virginia (and [Supplier.

In the event of any discrepancy between this Exhibit D and the Contract, the provisions of the Contract shall control.

STATEMENT OF WORK

This Statement of Work (SOW) is issued by the (Name of Agency/Institution), hereinafter referred to as "Authorized User" under the provisions of the Contract,". The objective of the project described in this SOW is for the Supplier to provide the Authorized User with a Solution ("Solution") or Services ("Services)" or Software ("Software") or Hardware and Maintenance or Licensed Application Services" for Authorized User Project Name. Period of Performance

The work authorized in this SOW will occur within XX (XX) months of execution of this Statement of Work. This includes delivery, installation, implementation, integration, testing and acceptance all of products and services necessary to implement the Authorized User's Solution, training, and any support, other than on-going maintenance services. The period of performance for maintenance services shall be one (1) year after implementation or end of Warranty Period and may be extended for additional one (1) year periods, pursuant to and unless otherwise specified in the Contract. *(Customize this section to match what you are getting from the Supplier, based on the allowable scope of the VITA Contract and your project's specific needs within that allowable scope.)*

1. PLACE OF PERFORMANCE

(Assign performance locations to major milestones or any other project granularity, depending on your transparency and governance needs, if needed.)

Tasks associated with this project will be performed at the Authorized User's location(s) in City/State, at Supplier's location(s) in City/State, or other locations as required by the effort.

2. PROJECT DEFINITIONS

Provide project unique definitions so that all stakeholders have the same understanding. Ensure these do not conflict with the Contract definition.).

All definitions of the Contract shall apply to and take precedence over this SOW. Authorized User's specific project definitions are listed below:

3. PROJECT SCOPE

(Provide a description of the scope of your project and carve out what is NOT in the scope of your project. Remember that it must fit within the VITA Contract scope.).

A. General Description of the Project Scope

B. Project Boundaries

4. AUTHORIZED USER'S SPECIFIC REQUIREMENTS

(Provide information about your project's and your agency's specific requirements for this particular project including, but not limited to the following subsections):

A. Authorized User-Specific Requirements

B. Special Considerations for Implementing Technology at Authorized User's Location(s)

C. Other Project Characteristics to Insure Success

5. CURRENT SITUATION

(Provide enough background information to clearly state the current situation to Supplier so that Supplier cannot come back during performance claiming any unknowns or surprises. Some example subsections are provided below. You may collapse/expand as you feel is necessary to provide adequate information and detail.)

A. Background of Authorized User's Business Situation

B. Current Architecture and Operating System

C. Current Work Flow/Business Flow and Processes

D. Current Legacy Systems

E. Current System Dependencies

F. Current Infrastructure (Limitations, Restrictions)

G. Usage/Audience Information

6. PRODUCTS AND SERVICES TO SUPPORT THE PROJECT REQUIREMENTS (AND/OR SOLUTION)

A. Required Products (or Solution Components)

(List the products, or if your project is for a Solution, the Solution components, (hardware, software, etc.) provided by Supplier that will be used to support your project requirements. Identify any special configuration requirements, and describe the system infrastructure to be provided by the Authorized User. Provide an overview that reflects how the system will be deployed within the Authorized User's environment. You are urged to refer to the VITA Contract for allowable scope and other guidance in drafting language for this section.)

B. Required Services

(*List the services (e.g., requirements development, Solution design, configuration, interface design, data conversion, installation, implementation, testing, training, risk assessment, performance assessment, support and maintenance) that will be provided by Supplier in the performance of your project. You are urged to refer to the VITA Contract for the definition of Services and for the allowable scope in drafting language for this section. You will notice subsections "C" and "D" below offer areas for expanded detail on training, support and maintenance services. You may add other subsections in which you wish to expand the information/details/requirements for other service areas as well. It is likely some of this detail will be a combination of your known needs and the Supplier's proposal. In all cases the provisions should include all negotiated commitments by both parties, even if you reference by incorporation the Supplier's proposal in any subsection.)*

C. Training Requirements and/or Authorized User Self-Sufficiency/Knowledge Transfer

(*Provide an overview and details of training services to be provided for your project and any special requirements for specific knowledge transfer to support successful implementation of the Solution. If the intent is for the Authorized User to become self-sufficient in operating or maintaining the Solution, determine the type of training necessary, and develop a training plan, for such user self-sufficiency.*

Describe how the Supplier will complete knowledge transfer in the event this Statement of Work is not completed due to actions of Supplier or the non-appropriation of funds for completion affecting the Authorized User. You may refer to the VITA Contract for guidance on the allowable scope for this.

D. Support and Maintenance Requirements
(*Document the level of support, as available under the Contract, required by your project to operate and maintain the Solution. This may include conversion support, legacy system integration, transition assistance, Solution maintenance (including maintenance level), or other specialized consulting to facilitate delivery or use of the Solution.*

E. Personnel Requirements
(*Provide any supplier personnel qualifications, requirements, licenses, certifications or restrictions including project manager, key personnel, subcontractors, etc., but ensure they do not conflict with the VITA Contract terms.)*

F. Transition Phase-In/Phase-Out Requirements
(*Describe any specific requirements for orientation or phasing in and/or phasing out of the project with the Supplier. Be specific on what the project needs and expected results are, the duration and other pertinent detail, but ensure they do not conflict with the VITA Contract provision(s) regarding Transition of Services or with any other training requirements in the SOW.)*

7. TOTAL PROJECT PRICE

The total Fixed Price for this Project shall not exceed $US XXX.

Supplier's invoices shall show retainage of ten percent (10%). Following completion of Solution implementation, Supplier shall submit a final invoice to the Authorized User, for the final milestone payment amount shown in the table in section 9 below, plus the total amount retained by the Authorized User. If travel expenses are not included in the fixed price of the Solution, such expenses shall be reimbursed in accordance with Commonwealth of Virginia travel policies as published by the Virginia Department of Accounts (http://www.doa.virginia.gov). In order to be reimbursed for travel expenses, Supplier must submit an estimate of such expenses to Authorized User for approval prior to incurring such expenses.

(Sections 9 through 11 should be used or deleted depending on the project's complexity, risk and need for governance. For a simple project you may only need the section 10 table, but for a more complex project, or a major IT project, you may need a combination of or all of the tables for check and balance and redundancy.)

8. PROJECT DELIVERABLES

(Provide a list of Supplier's deliverable expectations. The table is to be customized for the Authorized User's project. You may want to categorize deliverables for each phase or major milestone of the project and then categorize other interim deliverables and/or performance and status reports under one of them or under an Administrative or Project Management section.)

The following deliverables are to be provided by Supplier under this SOW. Subsequent sections may include further detail on the content requirements for some deliverables.

No.	Title	Due Date	Format Required (i.e., electronic/hard copy/CD/DVD	Distribution Recipients	Review Complete Due Date	Final Due Date
	Project Plan					
	Design Plan					

	Implementation Plan					
	Data Conversion Plan					
	Risk Assessment Plan					
	Test Plan					
	Training Plan					
	Performance Plan					
	Contingency Plan					
	Disaster Recovery Plan					
	Cutover Plan					
	Change Management Plan					
	Transition Plan					
	Monthly Status Reports					
	Quarterly Performance /SLA Reports					
	Training Manual					
	Final Solution Submission Letter					
	Final Acceptance Letter					

9. MILESTONES, DELIVERABLES, PAYMENT SCHEDULE, AND HOLDBACKS

(This table should include the project's milestone events, associated deliverables, when due, milestone payments, any retainage amount to be held until final acceptance and the net payment you promise to pay for each completed and accepted milestone event. This table includes sample data only and must be customized for your project needs.)

The following table identifies milestone events and deliverables, the associated schedule, any associated payments, any retainage amounts, and net payments.

Milestone Event	Associated Milestone Deliverable(s)	Schedule	Payment	Retainage	Net Payment
Project kick-off meeting	---	Execution + 5 days	---	---	---
Site survey	Site survey report	Execution + 10 days	---	---	---
Requirements Analysis & Development	Design Plan	Execution+45 days			
	Project Plan	Execution+45 days			
	Implementation Plan	Execution + 45 days			
Begin Implementation		Execution + 60 days			
Data Conversion & Mapping		Execution + 90 days			

Installation of software	---	Execution + 90 days			
Installation of hardware	---	Execution + 90 days			
Configuration and testing	---	Execution + 120 days			
Training	Training manual	Execution + 130 days			
30-Day User Acceptance Testing	---	Execution + 160 days			
Implementation complete	Solution	Execution + 160 days			
Final Acceptance		Execution + 210 days			

10. EVENTS AND TASKS FOR EACH MILESTONE

(If needed, provide a table of detailed project events and tasks to be accomplished to deliver the required milestones and deliverables for the complete Solution. Reference each with the relevant milestone. A Work Breakdown Structure can be used as shown in the table below or at the very least a Project Plan should have this granularity. The Supplier's proposal should be tailored to the level of detail desired by the Authorized User's business owner/project manager for project governance.)

The following table identifies project milestone events and deliverables in a Work Breakdown Structure format.

WBS No.	Milestone	Milestone Event	Milestone Task	Interim Task Deliverables	Duration
1.0	Site survey				
1.1		Conduct interviews			
1,1,1			Schedule interviews	None	20 days after contract start
1.1.2			Complete interviews	Interview Results Report	25 days after contract start
1.2		Receive AU information			

11. ACCEPTANCE CRITERIA

(This section should reflect the mutually agreed upon UAT and Acceptance Criteria specific to this engagement. Please read the VITA contract definitions for the definitions or Requirements and Acceptance. Ensure the language in this section does not conflict with the VITA Contract language.)

Acceptance Criteria for this Solution will be based on a User Acceptance Test (UAT) designed by Supplier and accepted by the Authorized User. The UAT will ensure that all of the requirements and functionality required for the Solution have been successfully delivered. Supplier will provide the Authorized User with a detailed test plan and acceptance check list based on the mutually agreed upon UAT Plan. This UAT Plan check-list is incorporated into this SOW in Exhibit D-X.

Each deliverable created under this Statement of Work will be delivered to the Authorized User with a Deliverable Acceptance Receipt. This receipt will describe the deliverable and provide the Authorized User's Project Manager with space to indicate if the deliverable is accepted, rejected, or conditionally accepted. Conditionally Accepted deliverables will contain a list of deficiencies that need to be corrected in order for the deliverable to be accepted by the Project Manager. The Project Manager will have ten (10) days from receipt of the deliverable to provide Supplier with the signed Acceptance

Receipt unless an alternative schedule is mutually agreed to between Supplier and the Authorized User in advance.

12. PROJECT ASSUMPTIONS AND PROJECT ROLES AND RESPONSIBILITIES

(This section contains areas to address project assumptions by both the Supplier and the Authorized User and to assign project-specific roles and responsibilities between the parties. Make sure that all assumptions are included to alleviate surprises during the project. Ensure that all primary and secondary (as needed) roles and responsibilities are included. You will tailor the Responsibility Matrix table below to fit your project's needs.)

A. Project Assumptions

The following assumptions are specific to this project:

B. Project Roles and Responsibilities

The following roles and responsibilities have been defined for this project:

(Sample Responsibility Matrix)

Responsibility Matrix	Supplier	Authorized User
Infrastructure – Preparing the system infrastructure that meets the recommended configuration defined in Section 2B herein		√
Server Hardware		√
Server Operating		√
Server Network Connectivity		√
Relational Database Management Software (Installation and Implementation)		√
Server Modules – Installation and Implementation	√	
PC Workstations – Hardware, Operating System, Network Connectivity		√
PC Workstations – Client Software		√
Application Installation on PC Workstations	√	
Wireless Network Access Points	√	
Cabling, Electric and User Network Connectivity from Access Points		√
Wireless Mobile Computing Products – Scanners, printers	√	
Project Planning and Management	√	√
Requirements Analysis	√	√
Application Design and Implementation	√	
Product Installation, Implementation and Testing	√	
Conversion Support	√	
Conversion Support -- Subject Matter Expertise		√
Documentation	√	
Training	√	
Product Maintenance and Support	√	
Problem Tracking	√	√
Troubleshooting – IT Infrastructure		√
Troubleshooting – Solution	√	

13. COMMONWEALTH AND SUPPLIER-FURNISHED MATERIALS, EQUIPMENT, FACILITIES AND PROPERTY

(In this section, provide details of any materials, equipment, facilities and property to be provided by your Agency or the Supplier in performance of this project. If none, so state so that the requirements are clear. If delivery of any of these is critical to the schedule, you may want to identify such delivery with hard due dates tied to "business days after project start' or "days after event/milestone." Be sure to specify the delivery and point of contact information.)

A. PROVIDED BY THE COMMONWEALTH

B. PROVIDED BY THE SUPPLIER

14. SECURITY REQUIREMENTS

(Provide (or reference as an Attachment) Authorized User's security requirements.)

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 information by the Supplier or an employee or agent of Supplier shall constitute a breach of the Contract.

Supplier shall comply with all requirements in the Security Compliance section of the Contract

15. REQUIRED STANDARDS, CERTIFICATIONS AND SPECIFICATIONS

In addition to any standards and specifications included in the Contract, Supplier shall follow the standards and specifications listed below during performance of this effort.

(List any specific Commonwealth, VITA, Federal, engineering, trade/industry or professional standards, certifications and specifications that Supplier is required to follow or possess in performing this work. The first bullet includes a link to COVA-required standards for all Commonwealth technology projects. The rest are examples only and highlighted to reflect this. If you need a waiver of any COVA-required standard, please follow the process located at this link: *http://www.vita.virginia.gov/oversight/default.aspx?id=10344* and select the Data Standards Guidance bulleted link. Your Customer Account Manager can assist you.

- COV ITRM Policies and Standards: http://www.vita.virginia.gov/library/default.aspx?id=537
- IEEE 802®
- HIPAA
- SAS 70 Type II

16. U.S. ENVIRONMENTAL PROTECTION AGENCY'S AND DEPARTMENT OF ENERGY'S ENERGY STAR GUIDELINESRISK MANAGEMENT

(Risk is a function of the probability of an event occurring and the impact of the negative effects if it does occur. Negative effects include schedule delay, increased costs, failure of dependent legacy system interoperability, other project dependencies that don't align with this project's schedule, and poor quality of deliverables. Depending on the level of risk of this project, as assessed by your Project Manager and/or Steering Committee, this section may contain any or all of the following components, at a level of detail commensurate with the level of risk. Remember to add them to the Deliverables table.)

C. Initial Risk Assessment
Authorized User and Supplier shall each provide an initial assessment from their point of view.

D. Risk Management Strategy
(The list below is taken from VITA PMD template discussing what should go into a Risk Management Strategy. Don't forget to consider and plan for any budget contingencies to accommodate potential risks that are identified.)

1. **Risk Identification Process:** The processes for risk identification.
2. **Risk Evaluation and Prioritization**: How risks are evaluated and prioritized.
3. **Risk Mitigation Options**: Describe the risk mitigation options. They must be realistic and available to the project team.
4. **Risk Plan Maintenance:** Describe how the risk plan is maintained during the project lifecycle.
5. **Risk Management Responsibilities:** Identify all project team members with specific risk management responsibilities. (e.g., an individual responsible for updating the plan or an individual assigned as a manager).

E. Risk Management Plan
(Include a description of frequency and form of reviews, project team responsibilities, steering and oversight committee responsibilities and documentation. Be sure to add all deliverables associated with risk strategizing and planning to the list of Deliverables.)

17. DISASTER RECOVERY
Planning for disaster recovery for your project is paramount to ensure continuity of service. The criticalness and complexity of your project, including its workflow into other dependent systems of the Commonwealth or federal systems, will help you determine if you require a simple contingency plan or a full-blow contingency plan that follows the Commonwealth's ITRM Guideline SEC508-00 found at this link:

http://www.vita.virginia.gov/uploadedFiles/Library/ContingencyPlanningGuideline04_18_2007.pdf

It is advisable that you visit the link before making your decision on how you need to address contingency planning and related deliverables in this SOW; as well as, how this will impact your planned budget. A likely deliverable for this section would be a Continuity of Operations Plan. You may choose to include the above link in your final SOW to describe what the Plan will entail. The same link includes the following processes, which you may choose to list in your final requirements for this section, to be performed by your team, the Supplier or both and/or a steering committee if your project warrants such oversight and approval:

- *Development of the IT components of the Continuity of Operations Plan (COOP)*
- *Development and exercise of the IT Disaster Recovery Plan (IT DRP) within the COOP*
- *Development and exercise of the IT System Backup and Restoration Plan*

18. PERFORMANCE BOND
(If your project is sizeable, complex and/or critical, and the VITA Contract does not already provide for a performance bond, you may want the Supplier to provide one. The VITA Contract may include an Errors and Omissions insurance requirement, which would cover the Supplier's liability for any breach of the Contract or this SOW. Be sure to read the Contract for this information. However, if you feel that this project warrants further performance incentive due to the project or the Supplier's viability, you may include the following language in this section.)

The Supplier shall post performance bond in an amount equal to one hundred percent (100%) of the total contract value and provide a copy of the bond to Authorized user within (10) days of execution of this SOW Agreement. In the event that the Supplier or any subcontractor or any officer, director,

employee or agent of the Supplier or any subcontractor or any parent or subsidiary corporation of the Supplier or any subcontractor fails to fully and faithfully perform each material requirement of this SOW Agreement, including without limitation the Supplier's obligation to indemnify the Authorized User, the performance bond shall be forfeited to Authorized User. The bond shall be in a form customarily used in the technology industry and shall be written by a surety authorized to do business in Virginia and that is acceptable to Authorized User.

19. OTHER TECHNICAL/FUNCTIONAL REQUIREMENTS

(Provide any other unique project technical and functional requirements and expectations in sufficient detail in this section. Ensure they do not conflict with existing requirements in the VITA Contract. Several examples are listed.)

A. Service Level Requirements

B. Mean-Time-Between-Failure Requirements

C. Data Access/Retrieval Requirements

D. Additional Warranties

20. REPORTING

(The following are examples of reporting requirements which may be included in your SOW depending on the project's need for governance. In an effort to help VITA monitor Supplier performance, it is strongly recommended that the SOW include "Supplier Performance Assessments". These assessments may be performed at the Project Manager's discretion and are not mandated by VITA.)

A. Weekly/Bi-weekly Status Update.

The weekly/bi-weekly status report, to be submitted by Supplier to the Authorized User, should include: accomplishments to date as compared to the project plan; any changes in tasks, resources or schedule with new target dates, if necessary; all open issues or questions regarding the project; action plan for addressing open issues or questions and potential impacts on the project; risk management reporting.

B. Supplier Performance Self-Assessment.

Within thirty (30) days of execution of the project start, the Supplier and the Authorized User will agree on Supplier performance self-assessment criteria. Supplier shall prepare a monthly self-assessment to report on such criteria. Supplier shall submit its self-assessment to the Authorized User who will have five (5) days to respond to Supplier with any comments. If the Authorized User agrees with Supplier's self-assessment, such Authorized User will sign the self-assessment and submit a copy to the VITA Supplier Relationship Manager.

C. Performance Auditing

(If you have included service level requirements in the above section entitled, Other Technical/Functional Requirements, you will want to include a requirement here for your ability to audit the results of the Supplier's fulfillment of all requirements, Likewise, you may want to include your validation audit of the Supplier's performance reporting under this Reporting section. It is important, however, that you read the VITA contract prior to developing this section's content so that conflicts are avoided. Suggested language is provided below, but must be customized for your project.)

Authorized User (or name of IV&V contractor, if there is one), will audit the results of Supplier's service level obligations and performance requirements on a monthly/quarterly basis, within ten (10) days of receipt of Supplier's self-assessments and service report(s). Any discrepancies will be discussed between the Authorized User and Supplier and any necessary invoice/payment adjustments will be made. If agreement cannot be reached, the Authorized User and Supplier will escalate the matter in accordance with the Escalation provision of the Contract. *(If none, you may add your escalation procedure in this section.)*

D. Supplier Performance Assessments

(You may want to develop assessments of the Supplier's performance and disseminate such assessments to other Authorized Users of the VITA Contract. Prior to dissemination of such assessments, Supplier will have an opportunity to respond to the assessments, and independent verification of the assessment may be utilized in the case of disagreement.)

21. CHANGE MANAGEMENT

(Changes to the baseline SOW must be documented for proper project oversight. Depending on your project, you may need to manage and capture changes to configuration, incidents, deliverables, schedule, price or other factors your team designates as critical. Any price changes must be done in compliance with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825. Changes to the scope of this SOW must stay within the boundaries of the scope of the VITA Contract.

For complex and/or major projects, it is recommended that you use the VITA PMD processes and templates located at: http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567. Administrative or non-technical/functional changes (deliverables, schedule, point of contact, reporting, etc.) should extrapolate the affected sections of this SOW in a "from/to" format and be placed in a numbered modification letter referencing this SOW and date, with a new effective date. The VITA Contract may include a template for your use or you may obtain one from the VITA Contract's Point of Contact. It is very important that changes do not conflict with, but do comply with, the VITA Contract, which takes precedence. The following language may be included in this section, but additional language is needed to list any technical/functional change management areas specific to this SOW; i.e., configuration, incident, work flow, or any others of a technical/functional nature.)

All changes to this SOW must comply with the Contract. Price changes must comply with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: http://leg1.state.va.us/cgi-bin/legp504.exe?000+coh+2.2-4309+500825

All changes to this SOW shall be in written form and fully executed between the Authorized User's and the Supplier's authorized representatives. For administrative changes, the parties agree to use the change template, attached to this SOW. For technical/functional change management requirements, listed below, the parties agree to follow the processes and use the templates provided at this link: http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567

22. POINT OF CONTACT

For the duration of this project, the following project managers shall serve as the points of contact for day-to-day communication:

Authorized User: _____

Supplier: _____

By signing below, both parties agree to the terms of this Exhibit.

Supplier:

_____

(Name of Supplier)

By: _____

(Signature)

Name: _____

(Print)

Title: _____

Date: _____

Authorized User:

_____

(Name of Agency/Institution)

By: _____

(Signature)

Name: _____

(Print)

Title: _____

Agency Head or Designee

Date: _____

Template

EXHIBIT E to Contract VA-XXXX-XXXX

Change Order No. XXX for Statement of Work D-X
Between (NAME OF AGENCY/INSTITUTION) and (SUPPLIER NAME)

Issued Under
CONTRACT NUMBER VA- XXXX-XXXX
BETWEEN
VIRGINIA INFORMATION TECHNOLOGIES AGENCY
AND
SUPPLIER NAME

This Change Order No. XXX hereby modifies and is made an integral part of Statement of Work D-X ("SOW"), between NAME OF AGENCY/INSTITUTION ("Authorized User") and NAME OF SUPPLIER,("Supplier"), which was issued under Contract Number VA-XXXX-XXXX ("Contract") between the Virginia Information Technologies Agency ("VITA") and Supplier, on behalf of the Commonwealth of Virginia and its Authorized Users.

CHANGE ORDER

This is Change Order No. XXX to a SOW issued by Authorized User to Supplier under which Supplier is to provide the Authorized User with a Authorized User Project Name Solution ("Solution").

The following item(s) is/are hereby modified as follows: *[Note: Include only the sections of the SOW that are being changed. Do not include sections not being modified. Changes should be clearly identified as "From" (copy/paste from current SOW section) and "To" (fully describe the change(s) to the referenced section). Here is an example, using SOW section 1.]*

1. PERIOD OF PERFORMANCE

The following change is made to the Period of Performance:

[The duration of the Period of Performance is increased by four (4) months.]

The following is changed with respect to the Period of Performance:

From: twelve (12) months of execution of this Statement of Work

To: sixteen (16) months of execution of this Statement of Work

This Change Order No. XXX is issued pursuant to and, upon execution, shall become incorporated in the SOW, which is incorporated in the Contract. In the event of conflict, the following order of precedence shall apply:

i). The Contract, including Exhibit C
ii). Statement of Work D-X, as amended by this and previous Change Orders, with the more current Change Orders superseding older Change Orders.

The foregoing is the complete and final expression of the agreement between the parties to modify the SOW and cannot be modified, except by a writing signed by duly authorized representatives of both parties hereto.

ALL OTHER TERMS AND CONDITIONS OF THE REFERENCED SOW REMAIN UNCHANGED.

By signing below, the authorized parties agree to the terms of this Change Order No.XXX, effective (INSERT EFFECTIVE DATE).

Supplier

By: _____

(Signature)

Name: _____

(Print)

Title: _____

Date: _____

Authorized User

By: _____

(Signature)

Name: _____

(Print)

Title: _____

Agency Head or Designee

Date: _____

EXHIBIT G: 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: Harold P. Guarnieri

Printed Name: HAROLD P. GUARNIERI

Organization: INFIAN LLC

Date: 22 MARCH 2016