Commonwealth of Virginia
Virginia Information Technologies Agency

CABLING

Optional Use Contract for State Agencies

Date:	December 4, 2003
Contract #:	See Attached
Authorized Users:	Virginia State Agencies, Institutions and Public Bodies as defined in the Virginia Public Procurement Act
Contractors:	See Attached
Contact Person:	See Attached
FIN:	See Attached
Term:	December 17, 2001 – December 16, 2004

For Additional Information, Please Contact:

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Fax: 804-371-5969

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

For updates, please visit our Website at http://www.asd.virginia.gov

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.

Revised 12/04/03
Change #9

CABLING
EXTRACT CHANGE LOG

Change No.	Description of Change	Contract #	Effective Date
1	To update vendor information for Fiber Plus Inc.	VA-011217-FPI	5/22/02
2	To correct email address for Bob Gleason, DIT	All	06/19/02
3	To update company name and contact information	VA-011217-MPI	07/23/02
4	To correct address for Netcom, Inc.	VA-011217-MPI	07/23/02
5	To document name change for International Fibercom and update contact information	VA-011217-IFC	02/20/03
6	To update VITA information	All	07/01/03
7	To extend term of contract	VA-011217-J&J	11/10/03
8	To extend term of contract for VA-011217-FPI, to extend term of contract for VA-011217-CARL and update pricing for “Attachment B”	VA-011217-FPI VA-011217-CARL	11/14/03
9	To extend term of contract	VA-011217-LCI,VA-011217-J&J, VA-011217-IFC	12/04/03

FIN/FEI NUMBER	CONTRACTORS' INFORMATION	TELEPHONE NUMBER
541207869	**CARLTON-GRAY SYSTEMS, INC.** 206 Haley Road Ashland, VA 23005 **Contract # VA-011217-CARL** Contact: Marshall Folkes Email: c-gs@worldnet.att.net	 804-798-5600 804-798-5657 (Fax)
521762520	**FIBERPLUS, INC.** 8221 Hermitage Rd. Richmond, VA 23228 **Contract # VA-011217-FPI** Contact: Mr. Ken Furman Email: kfurman@fiberplusinc.com	 804-264-1880 804-264-2009 (Fax)
860961117	**GENERAL FIBER COMMUNICATIONS** 1020 Hull Street 1st Floor, IVORY BUILDING Baltimore, MD 21230 **Contract # VA-011217-IFC** Contact: Marcel Williams Email: mwilliams@generalfiber.com	 800-521-1009, Ext. 2426 301-266-5596 (Cell) 443-957-2401 (Fax)
541529181	**J & J TELEPHONE WIRING, INC.** 5390 Studley Farms Lane Mechanicsville, VA **Contract # VA-011217- J&J** Contact: J. J. Moore Email: jandjtelephone@aol.com	 804-746-2306 804-559-3070 (Fax)
541765343	**LIFELINE COMMUNICATIONS, INC.** 4427 Main Street Manassas, VA 20110 **Contract # VA-011217-LCI** Contact: Jun Y. Lee Email: junylee@lci-usa.com	 703-330-6800, Ext. 306 703-392-8206 (Fax)

Revised 12/04/03
Change #9

383644067

NETCOM, INC.
200H Commerce Circle
Yorktown, VA 23693

Contract # VA-011217-MPI

Contact: William Whitehurst 757-595-0244
Email: netcom@widomaker.com 757-595-0264 (Fax)

541296779

OSP CONSULTANTS, INC.
8191 College Parkway
Suite 306
Fort Myers, FL 33919

Contract # VA-011217-OSPC

Contact: Ed McQueen 610-770-9127
Email: allentown@mail.osp.com 610-770-9341 (Fax)

541587250

SAUNDERS CONTRACTING
210 Challenger Way
Hampton, VA 23666

Contract # VA-011217-SCSI

Contact: Brian Cutler 757-766-5600
Email: briancutler@earthlink.net 757-766-5603 (Fax)

521261968

TEXCOM, INC.
600 Washington St.
Portsmouth, VA 23704

Contract # VA-011217-TEX

Contacts: Jim Bates 757-397-0035, Ext 164
Email: jbates@texcominc.com 757-397-2813 (Fax)

Lillie Scott 757-397-0035, Ext 133
Email: lscott@texcominc.com 757-397-2813 (Fax)

521261968

TEXCOM, INC.
600 Washington St.
Portsmouth, VA 23704

Contract # VA-011218-TEX

Contacts: Jim Bates 757-397-0035, Ext 164
Email: jbates@texcominc.com 757-397-2813 (Fax)

Lillie Scott 757-397-0035, Ext 133
Email: lscott@texcominc.com 757-397-2813 (Fax)

ACCOMACK	INTERNATIONAL FIBERCOM	VA-011217-IFC
ALBEMARLE	FIBER PLUS	VA-011217-FPI
ALEXANDRIA CITY	LIFELINE COMMUNICATIONS	VA-011217-LCI
ALLEGHANY	INTERNATIONAL FIBERCOM	VA-011217-IFC
AMELIA	FIBER PLUS	VA-011217-FPI
AMHERST	INTERNATIONAL FIBERCOM	VA-011217-IFC
APPOMATTOX	INTERNATIONAL FIBERCOM	VA-011217-IFC
ARLINGTON	FIBER PLUS	VA-011217-FPI
AUGUSTA	OSP CONSULTANTS	VA-011217-OSPC
BATH	INTERNATIONAL FIBERCOM	VA-011217-IFC
BEDFORD	INTERNATIONAL FIBERCOM	VA-011217-IFC
BEDFORD CITY	INTERNATIONAL FIBERCOM	VA-011217-IFC
BLAND	INTERNATIONAL FIBERCOM	VA-011217-IFC
BOTETOURT	INTERNATIONAL FIBERCOM	VA-011217-IFC
BRISTOL	INTERNATIONAL FIBERCOM	VA-011217-IFC
BRISTOL CITY	INTERNATIONAL FIBERCOM	VA-011217-IFC
BRUNSWICK	INTERNATIONAL FIBERCOM	VA-011217-IFC
BUCHANAN	INTERNATIONAL FIBERCOM	VA-011217-IFC
BUCKINGHAM	FIBER PLUS	VA-011217-FPI
BUENA VISTA CITY	INTERNATIONAL FIBERCOM	VA-011217-IFC
CAMPBELL	INTERNATIONAL FIBERCOM	VA-011217-IFC
CAROLINE	FIBER PLUS	VA-011217-FPI
CARROLL	INTERNATIONAL FIBERCOM	VA-011217-IFC
CHARLES CITY	MULTIMEDIA PRODUCTS	VA-011217-MPI
CHARLOTTE	INTERNATIONAL FIBERCOM	VA-011217-IFC
CHARLOTTESVILLE CITY	FIBER PLUS	VA-011217-FPI
CHESAPEAKE CITY	MULTIMEDIA PRODUCTS	VA-011217-MPI
CHESTERFIELD	CARLTON-GRAY	VA-011217-CARL
CLARKE	FIBER PLUS	VA-011217-FPI
CLIFTON FORGE CITY	INTERNATIONAL FIBERCOM	VA-011217-IFC
COLONIAL HEIGHTS CITY	CARLTON-GRAY	VA-011217-CARL
COVINGTON CITY	INTERNATIONAL FIBERCOM	VA-011217-IFC
CRAIG	INTERNATIONAL FIBERCOM	VA-011217-IFC
CULPEPER	LIFELINE COMMUNICATIONS	VA-011217-LCI
CUMBERLAND	FIBER PLUS	VA-011217-FPI
DANVILLE CITY	INTERNATIONAL FIBERCOM	VA-011217-IFC
DICKENSON	INTERNATIONAL FIBERCOM	VA-011217-IFC
DINWIDDIE	FIBER PLUS	VA-011217-FPI
EMPORIA CITY	MULTIMEDIA PRODUCTS	VA-011217-MPI
ESSEX	FIBER PLUS	VA-011217-FPI
FAIRFAX	LIFELINE COMMUNICATIONS	VA-011217-LCI
FAIRFAX CITY	LIFELINE COMMUNICATIONS	VA-011217-LCI
FALLS CHURCH CITY	LIFELINE COMMUNICATIONS	VA-011217-LCI
FAUQUIER	LIFELINE COMMUNICATIONS	VA-011217-LCI
FLOYD	INTERNATIONAL FIBERCOM	VA-011217-IFC

FLUVANNA	FIBER PLUS	VA-011217-FPI
FRANKLIN	SAUNDERS CONTRACTING	VA-011217-SCSI
FRANKLIN CITY	FIBER PLUS	VA-011217-FPI
FREDERICK	LIFELINE COMMUNICATIONS	VA-011217-LCI
FREDERICKSBURG CITY	LIFELINE COMMUNICATIONS	VA-011217-LCI
GALAX CITY	INTERNATIONAL FIBERCOM	VA-011217-IFC
GILES	INTERNATIONAL FIBERCOM	VA-011217-IFC
GLOUCESTER	TEXCOM (#1)	VA-011217-TEX
GOOCHLAND	CARLTON-GRAY	VA-011217-CARL
GRAYSON	INTERNATIONAL FIBERCOM	VA-011217-IFC
GREENE	FIBER PLUS	VA-011217-FPI
GREENSVILLE	INTERNATIONAL FIBERCOM	VA-011217-IFC
HALIFAX	INTERNATIONAL FIBERCOM	VA-011217-IFC
HAMPTON CITY	MULTIMEDIA PRODUCTS	VA-011217-MPI
HANOVER	CARLTON-GRAY	VA-011217-CARL
HARRISONBURG CITY	OSP CONSULTANTS	VA-011217-OSPC
HENRICO	CARLTON-GRAY	VA-011217-CARL
HENRY	INTERNATIONAL FIBERCOM	VA-011217-IFC
HIGHLAND	INTERNATIONAL FIBERCOM	VA-011217-IFC
HOPEWELL CITY	CARLTON-GRAY	VA-011217-CARL
ISLE OF WIGHT	TEXCOM (#1)	VA-011217-TEX
JAMES CITY	MULTIMEDIA PRODUCTS	VA-011217-MPI
KING AND QUEEN	FIBER PLUS	VA-011217-FPI
KING GEORGE	TEXCOM (#2)	VA-011218-TEX
KING WILLIAM	FIBER PLUS	VA-011217-FPI
LANCASTER	TEXCOM (#2)	VA-011218-TEX
LEE	INTERNATIONAL FIBERCOM	VA-011217-IFC
LEXINGTON CITY	INTERNATIONAL FIBERCOM	VA-011217-IFC
LOUDOUN	LIFELINE COMMUNICATIONS	VA-011217-LCI
LOUISA	FIBER PLUS	VA-011217-FPI
LUNENBURG	J & J TELEPHONE WIRING	VA-011217-J&J
LYNCHBURG CITY	J & J TELEPHONE WIRING	VA-011217-J&J
MADISON	FIBER PLUS	VA-011217-FPI
MANASSAS CITY	LIFELINE COMMUNICATIONS	VA-011217-LCI
MANASSAS PARK CITY	LIFELINE COMMUNICATIONS	VA-011217-LCI
MARTINSVILLE CITY	INTERNATIONAL FIBERCOM	VA-011217-IFC
MATHEWS	MULTIMEDIA PRODUCTS	VA-011217-MPI
MECKLENBURG	INTERNATIONAL FIBERCOM	VA-011217-IFC
MIDDLESEX	FIBER PLUS	VA-011217-FPI
MONTGOMERY	INTERNATIONAL FIBERCOM	VA-011217-IFC
NELSON	INTERNATIONAL FIBERCOM	VA-011217-IFC
NEW KENT	TEXCOM (#1)	VA-011217-TEX
NEWPORT NEWS CITY	MULTIMEDIA PRODUCTS	VA-011217-MPI
NORFOLK CITY	TEXCOM (#1)	VA-011217-TEX
NORTHAMPTON	INTERNATIONAL FIBERCOM	VA-011217-IFC

[illegible]	[illegible]	[illegible]
NORTHUMBERLAND	TEXCOM (#2)	VA-011218-TEX
NORTON CITY	INTERNATIONAL FIBERCOM	VA-011217-IFC
NOTTOWAY	J & J TELEPHONE WIRING	VA-011217-J&J
ORANGE	TEXCOM (#2)	VA-011218-TEX
PAGE	OSP CONSULTANTS	VA-011217-OSPC
PATRICK	INTERNATIONAL FIBERCOM	VA-011217-IFC
PETERSBURG CITY	CARLTON-GRAY	VA-011217-CARL
PITTSYLVANIA	INTERNATIONAL FIBERCOM	VA-011217-IFC
POQUOSON CITY	MULTIMEDIA PRODUCTS	VA-011217-MPI
PORTSMOUTH CITY	TEXCOM (#1)	VA-011217-TEX
POWHATAN	FIBER PLUS	VA-011217-FPI
PRINCE EDWARD	J & J TELEPHONE WIRING	VA-011217-J&J
PRINCE GEORGE	FIBER PLUS	VA-011217-FPI
PRINCE WILLIAM	LIFELINE COMMUNICATIONS	VA-011217-LCI
PULASKI	INTERNATIONAL FIBERCOM	VA-011217-IFC
RADFORD	INTERNATIONAL FIBERCOM	VA-011217-IFC
RADFORD CITY	INTERNATIONAL FIBERCOM	VA-011217-IFC
RAPPAHANNOCK	FIBER PLUS	VA-011217-FPI
RICHMOND	TEXCOM (#2)	VA-011218-TEX
RICHMOND CITY	CARLTON-GRAY	VA-011217-CARL
ROANOKE	INTERNATIONAL FIBERCOM	VA-011217-IFC
ROANOKE CITY	INTERNATIONAL FIBERCOM	VA-011217-IFC
ROCKBRIDGE	INTERNATIONAL FIBERCOM	VA-011217-IFC
ROCKINGHAM	OSP CONSULTANTS	VA-011217-OSPC
RUSSELL	INTERNATIONAL FIBERCOM	VA-011217-IFC
SALEM	INTERNATIONAL FIBERCOM	VA-011217-IFC
SALEM CITY	INTERNATIONAL FIBERCOM	VA-011217-IFC
SCOTT	INTERNATIONAL FIBERCOM	VA-011217-IFC
SHENANDOAH	OSP CONSULTANTS	VA-011217-OSPC
SMYTH	INTERNATIONAL FIBERCOM	VA-011217-IFC
SOUTHAMPTON	MULTIMEDIA PRODUCTS	VA-011217-MPI
SPOTSYLVANIA	TEXCOM (#2)	VA-011218-TEX
STAFFORD	TEXCOM (#2)	VA-011218-TEX
STAUNTON CITY	OSP CONSULTANTS	VA-011217-OSPC
SUFFOLK CITY	TEXCOM (#1)	VA-011217-TEX
SURRY	SAUNDERS CONTRACTING	VA-011217-SCSI
SUSSEX	FIBER PLUS	VA-011217-FPI
TAZEWELL	INTERNATIONAL FIBERCOM	VA-011217-IFC
VIRGINIA BEACH CITY	TEXCOM (#1)	VA-011217-TEX
WARREN	FIBER PLUS	VA-011217-FPI
WASHINGTON	INTERNATIONAL FIBERCOM	VA-011217-IFC
WAYNESBORO CITY	OSP CONSULTANTS	VA-011217-OSPC
WESTMORELAND	FIBER PLUS	VA-011217-FPI
WILLIAMSBURG CITY	TEXCOM (#1)	VA-011217-TEX
WINCHESTER CITY	FIBER PLUS	VA-011217-FPI

WISE	INTERNATIONAL FIBERCOM	VA-011217-IFC
WYTHE	INTERNATIONAL FIBERCOM	VA-011217-IFC
YORK	SAUNDERS CONTRACTING	VA-011217-SCSI

PRICING SCHEDULE

	ITEM	CARLTON-GRAY	FIBER PLUS	INT'L FIBERCOM	J&J TELEPHONE	LIFELINE COMMUN.	MULTIMEDIA PRODUCTS	OSP CONSULT	SAUNDERS	TEXCOM VA-011217	TEXCOM VA-011218
1	Installation, termination and testing of Category 5e copper cabling, including cost of incidental materials (jacks, faceplates, "J" hooks, cable ties, cable routing hardware, patch cords, jumper wire, etc.) per hour	$29.00	$41.99	$60.00	$55.00	$25.00	$49.00	$53.00	$46.92	$43.31	$48.85
2	Category 5e cable (cable only), plenumrated, per foot	$0.16	$0.162	$0.16	$0.16	$0.159	$0.138	$0.20	$0.16	$0.16	$0.16
3	Category 5e cable (cable only), non-plenumrated, per foot	$0.045	$0.07	$0.06	$0.07	$0.066	$0.05	$0.10	$0.06	$0.06	$0.06
4	Category 5e UTP patch panel, 12 ports	$60.00	$56.00	$82.32	$52.00	$94.12	$38.80	$76.45	$55.85	$63.84	$63.84
5	Category 5e UTP patch panel, 24 ports	$90.00	$82.60	$118.60	$92.00	$109.41	$68.36	$124.08	$84.63	$86.47	$86.47
6	Category 5e UTP patch panel, 48 ports	$190.00	$149.80	$300.00	$188.00	$209.41	$122.68	$246.66	$168.24	$172.93	$172.93
7	Installation, termination and testing of fiber optic cabling and innerduct, including cost of incidental materials (connectors, faceplates, "J" hooks, cable ties, cable routing hardware, patch cords, etc.) per hour	$31.00	$80.69	$60.00	$60.00	$25.00	$49.00	$57.00	$53.55	$43.31	$48.85
8	Plenum-rated innerduct (duct only), per foot	$1.70	$2.21	$2.32	$2.05	$2.40	$2.28	$3.30	$1.99	$1.87	$1.87
9	6-fiber plenum-rated 62.5/125 micron optical fiber cable (cable only), per foot	$0.60	$0.89	$0.67	$0.69	$0.765	$0.52	$0.83	$0.66	$0.65	$0.65
10	12-fiber plenum-rated 62.5/125 micron optical fiber cable (cable only), per foot	$1.30	$1.99	$1.29	$1.40	$1.471	$0.92	$1.70	$1.28	$1.36	$1.36

PRICING SCHEDULE

	ITEM	CARLTON-GRAY	FIBER PLUS	INT'L FIBERCOM	J&J TELEPHONE	LIFELINE COMMUN.	MULTIMEDIA PRODUCTS	OSP CONSULT	SAUNDERS	TEXCOM VA-011217	TEXCOM VA-011218
11	24-fiber plenum-rated 62.5/125 micron optical fiber cable (cable only), per foot	$2.60	$3.87	$3.45	$3.07	$3.941	$2.84	$3.51	$3.01	$2.72	$2.72
12	6-fiber plenum-rated 50/125 micron optical fiber cable (cable only), per foot	$1.10	$0.62	$0.60	$0.70	$0.706	$0.49	$0.80	$0.70	$0.56	$0.56
13	12-fiber plenum-rated 50/125 micron optical fiber cable (cable only), per foot	$1.70	$1.98	$1.30	$1.27	$1.482	$0.87	$1.55	$1.41	$1.22	$1.22
14	24-fiber plenum-rated 50/125 micron optical fiber cable (cable only), per foot	$2.90	$3.32	$3.13	$2.54	$3.518	$2.67	$3.83	$2.81	$2.93	$2.93
15	Riser-rated innerduct (duct only), per foot	$0.50	$0.80	$0.65	$0.57	$0.80	$0.34	$0.95	$0.60	$0.56	$0.56
16	6-fiber riser-rated 62.5/125 micron optical fiber cable (cable only), per foot	$0.60	$0.77	$0.65	$0.64	$0.741	$0.50	$0.71	$0.65	$0.58	$0.58
17	12-fiber riser-rated 62.5/125 micron optical fiber cable (cable only), per foot	$1.20	$1.86	$1.26	$1.37	$1.412	$0.91	$1.59	$1.34	$1.27	$1.27
18	24-fiber riser-rated 62.5/125 micron optical fiber cable (cable only), per foot	$2.40	$3.75	$2.70	$2.78	$3.059	$2.44	$3.25	$2.65	$2.51	$2.51
19	6-fiber riser-rated 50/125 micron optical fiber cable (cable only), per foot	$1.00	$0.63	$0.58	$0.60	$0.659	$0.48	$0.69	$0.59	$0.51	$0.51
20	12-fiber riser-rated 50/125 micron optical fiber cable (cable only), per foot	$1.50	$1.56	$1.16	$1.16	$1.306	$0.87	$1.37	$1.28	$0.96	$0.96
21	24-fiber riser-rated 50/125 micron optical fiber cable (cable only), per foot	$2.80	$3.32	$2.36	$3.13	$2.671	$2.32	$2.89	$138.60	$2.21	$2.21
22	Fiber patch panel/cabinet, 12 port capacity, wall mount	$56.00	$118.57	$50.23	$195.00	$33.529	$41.54	$190.00	$39.05	$93.36	$93.36

PRICING SCHEDULE

	ITEM	CARLTON-GRAY	FIBER PLUS	INT'L FIBERCOM	J&J TELEPHONE	LIFELINE COMMUN.	MULTIMEDIA PRODUCTS	OSP CONSULT	SAUNDERS	TEXCOM VA-011217	TEXCOM VA-011218
23	Fiber patch panel/cabinet, 24 port capacity, wall mount	$56.00	$210.70	$96.56	$291.00	$40.706	$82.44	$280.00	$66.23	$135.52	$135.52
24	Fiber patch panel/shelf, 12 port capacity, rack mount	$110.00	$166.60	$180.00	$236.00	$94.118	$73.72	$275.80	$144.45	$148.71	$148.71
25	Fiber patch panel/shelf, 24 port capacity, rack mount	$110.00	$244.83	$192.00	$350.00	$100.00	$93.84	$373.80	$168.36	$188.33	$188.33
26	Other cabling services, including cost of incidental materials (connecting blocks, jumper wire, backboards, screws, connectors, “J” hooks, cable ties, cable routing hardware, etc.), per hour	$30.00	$64.07	$60.00	$55.00	$25.00	$49.00	$53.00	$53.55	$43.31	$48.85
27	Category 3 backbone cable (cable only), riser-rated, 25-pair, per foot	$0.40	$0.29	$0.41	$0.41	$0.435	$0.40	$0.27	$0.19	$0.21	$0.21
28	Category 3 backbone cable (cable only), riser-rated, 50-pair, per foot	$0.50	$0.55	$0.78	$0.69	$0.835	$0.62	$0.56	$0.40	$0.40	$0.40
29	Category 3 backbone cable (cable only), riser-rated, 100-pair, per foot	$1.00	$1.06	$1.37	$1.24	$1.412	$1.14	$1.10	$0.74	$0.74	$0.74
30	Category 3 backbone cable (cable only), riser-rated, 200-pair, per foot	$2.00	$2.46	$2.75	$2.50	$2.941	$2.16	$3.07	$1.41	$2.17	$2.17
31	Category 3 backbone cable (cable only), riser-rated, 300-pair, per foot	$3.40	$4.10	$3.86	$3.16	$4.118	$2.94	$5.11	$2.47	$3.01	$3.01
32	Category 3 backbone cable (cable only), plenum-rated, 25-pair, per foot	$0.50	$0.51	$0.42	$0.43	$0.459	$0.50	$0.49	$0.38	$0.37	$0.37
33	Category 3 backbone cable (cable only), plenum-rated, 50-pair, per foot	$0.90	$1.10	$1.00	$1.01	$1.071	$1.02	$1.21	$0.76	$0.89	$0.89

PRICING SCHEDULE

	ITEM	CARLTON-GRAY	FIBER PLUS	INT'L FIBERCOM	J&J TELEPHONE	LIFELINE COMMUN.	MULTIMEDIA PRODUCTS	OSP CONSULT	SAUNDERS	TEXCOM VA-011217	TEXCOM VA-011218
34	Category 3 backbone cable (cable only), plenum-rated, 100-pair, per foot	$1.60	$2.31	$1.76	$1.81	$1.882	$1.78	$1.68	$1.65	$1.74	$1.74
35	Category 5 cable (cable only), riser-rated, 25-pair, per foot	$0.80	$2.30	$0.68	$0.64	$0.729	$0.57	$0.78	$0.58	$0.65	$0.65
36	Category 5 cable (cable only), plenum-rated, 25-pair, per foot	$2.00	$0.78	$2.19	$1.95	$2.318	$1.70	$2.85	$1.64	$2.07	$2.07
37	Equipment rack, hinged, wall-mount, 35” – 48” tall, pre-drilled, 19” TIA/EIA mounting	$170.00	$137.20	$269.00	$128.00	$145.88	$70.00	$153.00	$219.32	$120.70	$120.70
38	Equipment rack, floor standing, 7’ tall, pre-drilled, 19” TIA/EIA mounting	$102.00	$134.75	$122.80	$127.00	$130.59	$95.55	$150.00	$119.06	$109.46	$109.46
39	Equipment rack, floor standing, 3’ - 4’ tall, pre-drilled, 19” TIA/EIA mounting	$180.00	$130.20	$218.18	$249.00	$126.47	$84.66	$135.00	$194.45	$201.13	$201.13
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ATTACHMENT "A"

IFB 2002-02

I. BACKGROUND

It is the intent of this solicitation that the Contractor provide rates to include Time & Materials for providing and installing the structured cabling systems specified herein as ordered by the Customer. Separate hourly rates are required for:

1) Installation, termination and testing of Category 5e copper cabling

2) Installation, termination and testing of fiber optic cabling

3) Other cabling services to include the installation, termination and testing of copper backbone cabling, performance of miscellaneous cabling services (see section II.E) and removal of abandoned cabling (see section II.F).

II. Scope of Work

A. General Requirements

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

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

3. All work performed under this contract shall be performed in accordance with the standards listed below, as amended.

   a) Virginia Uniform Statewide Building Code

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

c) COV ITRM Standard 96-1 (or the latest approved update to this standard)

d) Uniform Commercial Building Code

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

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

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

h) ANSI/TIA/EIA-607, *Commercial Building Grounding and Bonding Requirements for Telecommunications*

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

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

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

Note: Within this document, Items i, j and k above (consisting of ANSI/TIA/EIA-568-B.1, B.2 and B.3), and any revisions and addenda thereto, will be collectively referred to simply as ANSI/TIA/EIA-568-B.

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

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

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

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

8. The Contractor shall repair, to the Customer's representative's satisfaction, any damage to existing utilities, equipment, or finished surfaces resulting from this installation prior to the Commonwealth's payment, at the Contractor's sole expense. Utilities must be fixed immediately.

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

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

11. Bidder responses to requirements and specifications of the IFB shall be verifiable from standard data sheets, specification sheets, published advertising, and/or sales literature normally supplied by the manufacturers of the items bid. This information shall be provided for all major items and components, **including test equipment to be used for link performance certification,** and shall be included as an attachment with each bid submitted. Photocopies of original documents are acceptable. Failure to provide adequate reference documentation may result in your bid being declared non-responsive. Major components include, but are not limited to, cables, patch panels, relay/equipment racks,

jacks, faceplates, optical fiber hardware, and cable support hardware.

B. **Intra-Building Backbone Cable Requirements**

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

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

2. Copper Backbone Cable - The Contractor must install backbone cabling conforming to ANSI/TIA/EIA-568-B Category 3 and/or Category 5 as required by the Customer's representative for the specific project at hand. The Contractor must install Category 3 cabling with a pair count of up to 300 pairs and Category 5 cabling with a pair count of up to 25 pairs as required by the Customer.

   The Contractor must provide riser-rated cable with a pair count of up to 300 pairs per cable, and plenum-rated cable with a pair count of up to 100 pairs per cable, as required by applicable codes. Where more than 100 pairs of plenum-rated backbone cable or 300 pairs of riser-rated cable are required, multiple large pair-count cables or singe cables with larger pair counts must be used.

   All backbone cabling and associated hardware must be labeled and color-coded in keeping with ANSI/TIA/EIA-606 or, at the Customer's representative's request, to conform to the site's existing labeling scheme. All cable pairs must be tested and certified to perform in accordance with TIA/EIA published standards, and documentation of the system design and performance must be presented to the Customer's representative upon completion of work.

   The cables shall be terminated at the Commonwealth's option onto 110- or 66-type cross connection hardware or 110-to-RJ45

patch panels manufacturer-rated to meet or exceed the performance category of the corresponding backbone cable. Termination hardware (connecting blocks and/or backbone patch panels) shall be mounted onto fire retardant or fire resistant ¾" plywood panels mounted on the walls of the appropriate spaces in each building. Backbone patch panels may, at the Commonwealth's option, be mounted on Commonwealth-provided distribution racks or, in the absence of space on existing backbone distribution racks, Contractor-provided 19" racks. Where grounding is necessary, all cables and hardware must be properly grounded in accordance with TIA/EIA-607 and all applicable electrical and fire codes.

3. Intra-building Optical Fiber Backbone Cable – The Contractor must provide and install 62.5/125 micron multimode optical fiber cable and/or 50/125 micron multimode optical fiber cable with up to 24 strands in each sheath in innerduct as required by the Customer. 50/125 micron cable must be certified for gigabit applications, specifically to support Gigabit Ethernet (1000Base-SX and 1000Base-LX) over a distance of 550 meters. The innerduct and fiber cable must be rated for riser and/or plenum use as required by the Customer's representative for the application at hand. The innerduct in which the cable is installed shall extend into the cabinet housing the fiber terminations at each end.

   A minimum of 15 feet (15') of slack shall be coiled in the cabinet (or a separate enclosure designed for this purpose) at each end to allow for future re-termination, relocation, etc. Every fiber shall be terminated using 568SC (duplex SC) connectors (or other duplex small form factor connectors complying with ANSI/TIA/EIA-568-B as requested by the Commonwealth) in either a wall-mount fiber cabinet or a rack-mount fiber cabinet at the option of the Commonwealth. A dust cover/dust cap shall protect each connector not physically connected to a patch cord or equipment cable. For each pair of optical fibers installed, the Contractor must provide one (1) optical fiber patch cord complying with TIA/EIA-568-B.3. Hybrid patch cords must be supplied where required for interfacing to end equipment with non-duplex SC connectors. The Commonwealth's representative must agree to any deviations from this configuration in advance of start of work and in writing.

   All innerduct, fiber cabling, cabinets, connectors, and supporting hardware must be provided by the Contractor and installed

according to all applicable standards and the manufacturer's recommendations.

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

C. Telecommunications Room (TR) Requirements

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

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

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

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

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

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

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

7. The Contractor shall supply a patch cord that meets or exceeds Category 5e specifications for patch cords as specified in ANSI/TIA/EIA-568-B for each copper cable run installed. Each patch cord must be of a sufficient length to allow neat and orderly patching between any two-port positions based upon the rack layout agreed upon per number 8 below, but a minimum of three feet (3') in length.

8. After execution of an order and before start of work, the Contractor shall submit for the Customer's approval a detailed drawing/diagram of each TR showing the exact locations/layout of all racks, equipment, cabling, and supporting hardware to be provided under the contract. Included shall be detail drawings of each rack showing dimensions and placement of all patch panels, cable/cord management hardware, etc. within each rack.

D. **Station Cabling Requirements**

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

2. The Contractor shall be required to provide a printout certifying each work area connection as compliant with the ANSI/TIA/EIA-568-B specifications for Category 5e UTP wiring (permanent link) via an electronic testing device specifically designed for that purpose. Cable certification printouts must show all relevant parameters for Category 5e and the relative performance of the link being tested, as well as an overall pass/fail rating. All test results must be provided in both electronic format and hard copy. Hard copies must be sorted by cable ID and must consist of no more than two cable test reports per page. Each page must be signed and dated by the Contractor's responsible representative certifying that the link passed the test and that the test was performed in accordance with applicable standards and manufacturer's instructions.

3. For each Work Area Outlet (WAO) requested by the Commonwealth, the Contractor must provide up to eight (8) four-pair Category 5e cables originating at the Contractor-provided patch panels in the appropriate TR and terminated on Category 5e RJ45 jacks mounted in an eight-port faceplate. All cables must be "home-run" (one continuous cable segment from TR to WAO) except as allowed under section D.13.

4. Regardless of the number of jacks required in each WAO, each Contractor-provided faceplate must have at least four (4) ports, with the unused ports occupied by "blanks." Wall-mounted faceplates must be of a color agreed upon by the Commonwealth to match the décor of the offices being cabled. Each jack on each WAO must be labeled in indelible

ink to match the label on the corresponding patch panel port according to TIA/EIA-606 (or latest revision or version of the TIA/EIA administration standard) unless otherwise requested by the Customer. For all faceplates, any unused ports must be fitted with blanks. All wires are to be installed and connected in accordance with the ANSI/TIA/EIA-568-B standard for Category 5e UTP wiring.

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

6. All plenum-rated cables must be insulated 100% with FEP, and all suspension hardware and cable management materials installed within environmental air handling plenums must be plenum-rated. Non-plenum-rated cables and hardware must be used only when they comply with all codes and are requested in writing by the Commonwealth's representative.

7. All cables shall be installed so as to be fully concealed within ceilings, walls and columns, and fished into modular furniture as required. All WAOs shall be flush-mounted. Data/power poles shall be used only when there is no other feasible method of routing and concealing cables. Where it is not practicable to fish walls or otherwise conceal cable in ceilings and walls, the Contractor may use a Category 5e compliant surface raceway system. Any poles or surface raceway systems installed by the Contractor must be approved in advance by the Commonwealth's representative to ensure that it is compatible with space plans and office décor.

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

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

10. The Contractor shall, at the request of the Commonwealth's representative, supply color-coded station cabling and jacks to facilitate distinguishing between cables intended for different purposes. A minimum of three (3) distinct colors of station cabling and matching jacks/inserts shall be made available.

11. The Contractor shall label **each** horizontal cable with a permanent tag within a few inches of both the originating and terminating ends with the unique cable ID assigned to each cable. The tags on the terminating ends shall be located within the wall boxes, while the tags on the originating ends shall be easily accessible from behind the patch panels or within a few feet of the wiring blocks, as appropriate. In addition, each port on each patch panel/wiring block and each WAO jack shall be permanently marked with the appropriate cable ID.

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

13. When requested in writing in advance by the Customer's representative, the Contractor must supply cabling for open office spaces to include Multi-User Telecommunications Outlets (MUTOs), Consolidation Points (CPs), and transition points. Any open office-type cabling systems must be installed according to the applicable ANSI/TIA/EIA standards.

14. Where the Customer wishes to procure non-standard cabling system components (e.g. enclosures vs. racks, in-ceiling patch panels, customized cabinets, etc.), the Contractor shall provide a separate quote for the purchase of that equipment, which will not be considered part of this contract.

E. Miscellaneous Cabling Services

Miscellaneous cabling services shall include the field testing, documentation, labeling, cross-connecting and troubleshooting of previously installed cabling systems.

F. **Abandoned Cable**

It is desirable that the Contractor shall, at the request of the Customer, remove "abandoned" cable from building pathways and spaces. The cost for this service is to be mutually agreed to by the Contractor and the Customer.

Abandoned cable is defined as installed cable that is neither terminated at both ends at a connector or other equipment, nor identified for future use with a tag. Abandoned cable may only be removed at the written direction of the Customer or to avoid a Building, Fire, or other code violation. The Contractor must notify the Customer in writing of the presence of any abandoned cable that is in violation of the National Electric Code.

G. **As-built Drawings**

The Contractor shall maintain in good order for the duration of work at each site one complete set of as-built plans. These plans shall be used for reporting any changes made during the job and to denote exact locations of equipment, cable routing, terminations, and outlets. The plans shall be kept up-to-date always as the work progresses and as any changes occur. At the completion of the work, this set of plans shall be turned over to the Customer as a permanent record.

H. **Delivery and Storage**

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

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

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

4. In providing storage for the convenience of the Contractor, the Customer assumes no responsibility for items that may be lost, stolen, misplaced, damaged, or destroyed; and will not take possession of or title to any items prior to installation and acceptance of the system.

I. Warranty

See attached Terms and Conditions

Mandatory Terms and Conditions
IFB 2002-02

Effective October 1, 2001 the Virginia Public Procurement Act has been recodifed and is now Chapter 43 of Title 2.2 of the Code of Virginia. Any references herein to the VPPA provisions formally in Title 11 should be deemed amended to reflect the amended code citations.

1. SCOPE OF CONTRACT

The following paragraphs contain the Contractual terms and conditions by which the Commonwealth of Virginia, hereinafter referred to as "Commonwealth" or "State", will acquire telecommunications and data cabling Services and Equipment from the Contractor identified in block #9, page 1 of the Solicitation, hereinafter referred to as "the Contractor."

This Contract may be used by State Agencies, Institutions and Public Bodies as defined in § 11-37 of the Virginia Public Procurement Act, herein after referred to as "Authorized Users".

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

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

2. VENDORS MANUAL

This solicitation is subject to the provisions of the Commonwealth of Virginia Vendors Manual and any revisions thereto, which are hereby incorporated into this Contract in their entirety. A copy of the manual is normally available for review at the purchasing office and in addition, a copy can be obtained by calling the Division of Purchases and Supply (804) 786-3842, or by accessing the Department of General Services (DGS), Division of Purchases and Supply (DPS) Internet site (www.dgs.state.va.us/dps/).

3. APPLICABLE LAWS AND COURTS

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

4. ANTI-DISCRIMINATION

By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §11-51 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, Services, or disbursements made pursuant to the Contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 11-35.1E).

In every Contract over $10,000 the provisions in a. and b. below apply:

a. During the performance of this Contract, the Contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for meeting these requirements.

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

5. ETHICS IN PUBLIC CONTRACTING

By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, Services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

6. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

7. DEBARMENT STATUS

By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids on Contracts for the type of goods and/or Services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

8. ANTITRUST

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

9. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs

Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the Contract shall be effective unless reduced to writing and signed by the parties.

10. CLARIFICATION OF TERMS

If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

11. PAYMENT

a. To Prime Contractor:

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

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

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

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

5) **Unreasonable Charges**. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the Contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 11-69).

b. To Subcontractors:

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

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

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

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

12. PRECEDENCE OF TERMS

Paragraphs 1-12 of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

13. QUALIFICATIONS OF BIDDERS

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

14. TESTING AND INSPECTION

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and Services conform to the specifications.

15. ASSIGNMENT OF CONTRACT

A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.

16. MODIFICATIONS

This Contract maybe modified in accordance with Section 11-55 of the Code of Virginia. Such modifications may only be made by the representatives noted below No modifications to this Contract shall be effective unless it is in writing and signed by the duly authorized representative of both parties. No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent to breach is in writing. For purposes of the Contract, the only authorized representative for the Commonwealth shall be the individual identified in block #14 of this solicitation or his duly designated alternate, and for the Contractor the person identified in block #9 of the solicitation.

Any Contract issued on a firm fixed price basis may not be increased more than twenty five percent (25%) or $50,000.00 whichever is greater, without the approval of the Governor of the Commonwealth of Virginia or his authorized designee.

17. DEFAULT

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

18. TAXES

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request, and can be obtained online at http://www.tax.state.va.us/. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

19. TRANSPORTATION AND PACKAGING

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

20. INSURANCE

By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction Contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 11-46.3 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

<u>INSURANCE COVERAGES AND LIMITS REQUIRED</u>:

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

b. Employers Liability - $100,000.

c. Commercial General Liability - $500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Contractor's Liability or Owner's and Contractor's Protective Liability. The

Commonwealth of Virginia must be named as an additional insured when requiring a Contractor to obtain Commercial General Liability coverage.

d. Automobile Liability - $500,000 - Combined single limit. (Only used if motor vehicle is to be used in the Contract.)

21. ANNOUNCEMENT OF AWARD

Upon the award or the announcement of the decision to award a Contract as a result of this solicitation, ASD will publicly post such notice on its website at http://asd.state.va.us/ for a minimum of 10 days.

22. DRUG-FREE WORKPLACE

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

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

23. NONDISCRIMINATION OF CONTRACTORS

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

24. BREACH

The Contractor shall be deemed in breach of this Agreement if the Contractor (a) fails to make any Product or Service ready for acceptance testing by the specified delivery date; (b) repeatedly fails to respond to requests for maintenance or other required service within the time limits set forth in this Agreement; (c) fails to comply with any other term of this Agreement and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Contractor's receipt of a Show Cause Notice identifying such noncompliance; or (d) fails to provide a written response to the Commonwealth's Show Cause Notice within ten days after receiving same.

The Contractor shall not be in breach of this Agreement if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both the Contractor and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in either its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for deinstallation and return of Products shall be borne by the Contractor. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

25. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

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

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

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

26. INSTALLATION DATES

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

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

c. If the Equipment, or Services is not delivered/installed within the time specified in the Order the State reserves the right to cancel the Order and/or terminate this Contract for default without further obligation. Contractors are cautioned that failure to deliver/install the proposed Equipment as stated in

response to a solicitation document may result in removal from DIT's Vendor Registration File as per Section 7.20 of the Division of Purchases and Supply's Vendor's Manual dated December 1998.

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

27. RISK OF LOSS OR DAMAGE

The Contractor shall have the risk of loss or damage to all Equipment until clear and unrestricted title to such Equipment is transferred to the Commonwealth.

28. EQUIPMENT CONDITION

All Equipment to be supplied by Contractor shall be new Equipment, except that used Equipment may be delivered if it is clearly identified as such in the proposal and prior to delivery thoroughly inspected, repaired as necessary, and warranted as equivalent to new Equipment. Contractor warrants that any such used Equipment will be acceptable to the manufacturer under its standard Equipment maintenance program and at standard rates. If such used Equipment is subsequently not accepted for such maintenance, Contractor shall be responsible for all costs associated with expeditiously repairing, improving or upgrading such Equipment to the level required by the manufacturer to make the Equipment acceptable to the Contractor under its standard maintenance program. All new and used Equipment proposed by Contractor must have been approved by Underwriters Laboratories or a recognized equivalent certification agency.

29. PATENT/COPYRIGHT PROTECTION

Contractor, at its own expense, shall defend any suit brought against the Commonwealth for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from the Contractor's or Commonwealth's use of any Equipment, software, materials or information prepared, developed or delivered in connection with performance of this Agreement. In such suit, Contractor shall indemnify the Commonwealth, its agents, officers and employees for any loss, liability or expense incurred as a result of such suit.

The purchasing agency shall notify the Contractor of such suit within a reasonable time after learning of it and shall give the Contractor the full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.1-122 and Section 2.1-127 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option and expense, participate in the defense of the suit.

The Contractor shall not be required to indemnify the Commonwealth for liability arising solely out of the Commonwealth's own specifications or design or solely from the combination of Equipment or software furnished hereunder with any Equipment or software not supplied by the Contractor.

If, any Product or Service becomes, or in the Contractor's opinion, is likely to become, the subject of a claim of infringement, Contractor may, at its option, provide noninfringing substitutes that are satisfactory to the Commonwealth, or at Contractor's option and expense, may obtain the right for the Commonwealth to continue the use of such Product or Service.

If the use of such Equipment or software by the Commonwealth is prevented by permanent injunction or by Contractor's failure to procure the right for the Commonwealth to continue using the software, the Contractor agrees to take back the infringing Equipment, software, materials or information and refund the total amount the Commonwealth has paid Contractor under this Agreement, less one half (1/2%) percent of the total paid for each month of use by the Commonwealth. This obligation is in addition to the obligations cited in the first four subparagraphs above of paragraph 7.

30. NON-APPROPRIATION

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

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

31. HEADINGS NOT CONTROLLING

Headings used in this Contract are for reference purposes only and shall not be considered to be a substantive part of this Contract.

32. ENTIRE AGREEMENT

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

No other written documents regardless of form or content shall be executed by any agency or institution for Equipment acquired under this Contract unless signed by the Contracts Manager, DIT, or his alternate as designated by the Director, DIT.

33. TITLE

Clear and unrestricted title to all Equipment purchased under this Agreement shall pass to the Commonwealth upon payment of the purchase price.

34. PRICE PROTECTION/ADJUSTMENTS

The State will not pay any additional costs above those costs provided for in the Schedule identified herein. In no event may the amount of any Contract, without adequate consideration, be increased for any purpose.

Any price decrease effectuated during the Contract period by reason of market change shall be passed on to the Commonwealth of Virginia. This decrease will be effective on the date the price decrease is announced to the general public.

35. TERM

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

36. INVENTIONS AND COPYRIGHTS

The Contractor is prohibited from copyrighting any papers, reports, forms or other materials, and from obtaining any patent on any invention or other discovery resulting solely from its performance under the terms and conditions of this Contract.

37. CONTRACTUAL RECORDS

All Contractual books, records and other documents related to matters under this Contract shall be made available by Contractor to the State and its designated agents for a period of five (5) years after final payment for purposes of audit and examination.

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

38. LIMITATION OF LIABILITY

To the maximum extent permitted by applicable law, the Contractor will not be liable under this Contract for any indirect, incidental, special or consequential damages, or damages from loss of profits, revenue, data or use of the supplies, Equipment and/or Services delivered under this Contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the Contract expressly provides a right to damages, indemnification or reimbursement.

39. SITE PREPARATION

a. Equipment environmental specifications, if required, for the Equipment to be delivered/installed under this Contract shall be furnished in writing by the Contractor upon award. These specifications shall be in such detail to ensure that the Equipment to be installed shall operate efficiently from the point of view of environment.

b. The State shall prepare the site at its own expense and in accordance with the Equipment environmental specifications provided by the Contractor.

40. ACCEPTANCE, TESTING AND COMPLIANCE WITH SPECIFICATIONS

All materials, Equipment, and Services are subject to inspection and testing by the State, as delineated herein under TESTING AND INSPECTION, and any that does not meet or exceed the specifications or other requirements of the Contract may be rejected. The State shall be given thirty (30) days from the completion of installation by the Contractor (or thirty (30) days after delivery if customer installed) to test, evaluate and accept the materials, Equipment, and Services delivered or furnished under this Contract (provided that the using agency, in its sole discretion, may accept the same prior to expiration to the thirty (30) day period). If the Contractors materials, Equipment, or Services fail to meet the Contract specifications or other requirements, including the specifications of the brand name (see paragraph 4 of the Solicitation Instructions), or those required by the Contractor's own technical documentation, then the same may be rejected and returned to the vendor. Such rejection will terminate this Contract and exempt the State from all costs incurred by the Contractor.

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

41. FIELD MODIFICATIONS AND/OR ENGINEERING CHANGES

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

42. SUPPLIES

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

43. ON-SITE WARRANTY

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

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

Contractor provided On-site Warranty Services for major failures shall be responded On-site within four hours after notification from the Authorized User that a failure exists, during the PPM as defined above.

Minor failures are defined as those failures that do not affect the entire operation of the equipment attached to the Contractor installed "system". System is defined as the total parts and complete turnkey installation.

Major failures are defined as those failures that affect the entire System.

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

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

44. TERMINATION AND CANCELLATION

The Commonwealth shall have the unilateral right to terminate this Contract for Default, in the event that any one or more of the following events of default occur or continue during the term of this agreement, (a) the vendor shall fail to deliver the Equipment or Services required by this Contract or (b) the vendor shall repeatedly fail to respond to requests for maintenance or other Services within the time

limits set forth in the Contract or (c) the vendor shall breach any of the other terms set forth within this agreement or (d) the vendor shall fail to cure any breach after receiving a "Show Cause Notice" identifying the failure, and providing the vendor ten (10) days to cure the failure/nonperformance. If the vendor fails to answer the cure notice, or does not correct the deficiencies noted, the State may immediately terminate the agreement for Default.

In such event, the Commonwealth will only be liable for cost incurred to the date of termination. All costs of de-installation and return of the Equipment will be the vendor's expense.

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

45. FAILURE TO DELIVER

In the event the Contractor fails for any reason to deliver in a timely manner or according to Contract terms the items set forth in the Schedule, the Commonwealth, at its own discretion, may give Contractor oral or written notice of such breach. Once notice by State is sent or given, State may immediately procure the items from another source. Once State has effected a purchase from an alternate source (in accordance with the Virginia Public Procurement Act) the parties agree that the State may charge-back Contractor, in which case Contractor agrees to reimburse State for any difference in cost between the original Contract price and the State's cost to cover from the alternate source. In no event shall State be held to pay Contractor any costs incurred by Contractor, including but not limited to ordering, marketing, manufacturing, or delivering the item(s) which are subject of the State's notice of breach. This remedy is in addition to and not in lieu of any other remedy the Commonwealth may have under this agreement and the laws of the Commonwealth of Virginia.

46. CONTRACTUAL DISPUTES

In accordance with Section 11-69 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to the purchasing agency no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim must be given to such agency at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. The purchasing agency shall render a final decision in writing within thirty (30) days after its receipt of the Contractor's written claim.

The Contractor may not invoke any available administrative procedure under Section 11-71 of the Code of Virginia nor institute legal action prior to receipt of the purchasing agency's decision on the claim, unless that agency fails to render its decision within thirty (30) days. The decision of the purchasing agency shall be final and conclusive unless the Contractor, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 11-70, Code of Virginia or the administrative procedure authorized by Section 11-71, Code of Virginia.

The Department of Information Technology, its officers, agents and employees, including, without limitation, the Contracts Manager, are executing this Agreement and any Orders issued hereunder, solely in its or their statutory and regulatory capacities as agent for the Commonwealth agency purchasing and receiving the goods or Services identified in Attachment "A" to this Agreement or on the subsequent Order in question and need not be joined as a party to any dispute that may arise thereunder.

In the event of any breach by the Commonwealth, Contractor's remedies shall be limited to claims for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Contractor's remedies include the right to terminate any license or support Services hereunder.

47. CREDITS

Any credits due the State under the terms of this Contract may be applied against Contractor's invoices with appropriate information attached.

48. ASBESTOS:

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

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

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

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

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

49. a. TERMINATION FOR CONVENIENCE

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

b. TERMINATION FOR CONVENIENCE OF INDIVIDUAL ORDER

Any individual Order placed under this Agreement may be terminated, in whole or in part, by an Authorized User for its convenience, at any time up to sixty (60) days advance written notice to the Contractor. There are no other costs or obligations for termination for convenience.

50. CONTRACTOR REGISTRATION:

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

Licensed Class A Virginia Contractor No._____
Specialty _____
Licensed Class B Virginia Contractor No. _____
Specialty _____
Licensed Class C Virginia Contractor No. _____
Specialty _____

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

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

51. CONTRACTUAL RECORDS

The Contractor shall make all Contractual books and records and other documents relating to matters under this Agreement available to the Commonwealth and its designated agents for purposes of audit and examination for a period of five years after final payment.

Contractual records include, but are not limited to, this Agreement and all executed Orders, Attachments, modifications, invoices, and correspondence between the parties to this Agreement.

52. COMPLIANCE WITH FEDERAL LOBBYING ACT

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

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

c. A representative of Contractor shall sign the certification attached as Appendix "1" and deliver such certification to the Commonwealth simultaneously with the execution and delivery of this Agreement. Contractor shall have the certification signed by a representative with knowledge of the facts and shall fulfill the promises of undertakings set forth in the certification.

53. CONTRACTOR'S REPORT OF SALES

The Contractor must report the quarterly dollar value, in U.S. dollars and rounded to the nearest whole dollar, of all sales under this Contract by calendar quarter; i.e., January through March, April though June, July through September, and October through December. The dollar value of a sale is the price paid by the user for products and Services on a Contract order as recorded by the Contractor. The reported Contract sales value must include the Industrial Funding Adjustment, as delineated in paragraph entitled "Industrial Funding Adjustment". The Contractor shall provide this report in hard copy to the Controller, DIT, and a copy of the report to the Contracts Manager, DIT, both within 30 days after the end of each quarterly reporting period as defined herein. The report must show each individual item and quantities purchased and the purchaser. The report is required to be hard copy. DIT may at a later time, agree to an electronic version of the report, however, in lieu of any express agreement by both parties as to the electronic format, the Commonwealth will only accept a hardcopy version. The Contractor shall define "sale" prior to the first reporting period and then shall maintain that definition through out the term of this Agreement. Sale may be defined as; 1) when the Commonwealth pays the purchase price, or 2) when the Commonwealth accepts the Products or 3) other as defined by the Contractor.

54. INDUSTRIAL FUNDING ADJUSTMENT

The Contractor must pay DIT, an Industrial Funding Adjustment (IFA). The Contractor must remit the IFA within 30 days after the end of each quarterly reporting period as established in the clause entitled "Contractor's Report of Sales". The IFA equals two percent (2%) of the total quarterly sales reported. Contractor shall remit the IFA together with a copy of the Contractor's Report of Sales as delineated in

paragraph 52, above. The IFA reimburses the Commonwealth and defrays the costs for IT procurement and the administration of the subsequent awards. The IFA amount due must be paid by check with identification of "Contract number", "report amounts", and "report period", on either the check stub or other remittance material. DIT may at its discretion, agree to an electronic funds transfer, in lieu of a check, however in the absence of an express written agreement from DIT that validates agreement, then the payment shall be made by check as described herein made payable to the Controller, DIT.

If the full amount of the IFA is not paid within 30 calendar days after the end of the applicable reporting period, it shall constitute a Contract debt to the Commonwealth of Virginia, and the State may exercise all rights and remedies available under law. Failure to submit sales reports, falsification of sales reports, and or failure to pay the IFA in a timely manner may result in termination or cancellation of this Contract. Willful failure or refusal to furnish the required reports, falsification of sales reports, or failure to make timely payment of the IFA constitutes sufficient cause for terminating this Contract for default.

It is the intent of the Commonwealth to capture 2% of all sales, including temporary reduced pricing, fire sales, one time sales, trade ins, promotional items that have been marked down and all sales to the Commonwealth under this Agreement.

55. NONVISUAL ACCESS TO TECHNOLOGY:

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following nonvisual access standards from the date of purchase or upgrade until the expiration of this Agreement:

(i) Effective, interactive control and use of the Technology shall be readily achievable by nonvisual means;

(ii) The Technology equipped for nonvisual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;

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

(iv) The technology for nonvisual access shall have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network Services used by persons who are not blind or visually impaired.

Compliance with the foregoing nonvisual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is not available with nonvisual access because the essential elements of the Technology are visual and (ii) nonvisual equivalence is not available.

Installation of hardware, software, or peripheral devices used for nonvisual access is not required when the Technology is being used exclusively by individuals who are not blind or visually impaired, but applications programs and underlying operating systems (including the format of the data) used for the manipulation and presentation of information shall permit the installation and effective use of nonvisual access software and peripheral devices.

If requested, the Contractor must provide a detailed explanation of how compliance with the foregoing nonvisual access standards is achieved and a validation of concept demonstration.

The requirements of this Paragraph shall be construed to achieve full compliance with the Information Technology Access Act, 2.1-807 through 2.1-811 of the Code of Virginia.

56. UNIVERSAL SERVICE FUND

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

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

57. eVA BUSINESS-TO-GOVERNMENT CONTRACTS:

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

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

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

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

The contractor's failure to comply with the above requirements shall entitle the Commonwealth to terminate this contract at anytime without penalty.

58. SUPERINTENDENCE BY CONTRACTOR

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

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

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

59. WARRANTY OF MATERIALS AND WORKMANSHIP

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

b. Work not conforming to these warranties shall be considered defective.

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

60. PRIME CONTRACTOR RESPONSIBILITY

If the Contractor's services offering include any goods or services to be supplied by another party, the Contractor agrees as follows:

a. The Contractor shall act as prime contractor for the procurement and maintenance of the entire proposed configuration and shall be the sole point of contract with regard to all obligations under this Agreement.

and

b. The Contractor hereby represents and warrants that the Contractor has made such other party aware of the proposed use and disposition of the other party's products or services, and that such other party has agreed in within that it has no objection thereto.

61. PROPRIETARY INFORMATION, DUPLICATION AND DISCLOSURE

Contractor acknowledges that in the course of performing services hereunder its personnel and subcontractors (if any) will have access to confidential information about COV's business, operations, employees, customers. Contractor agrees that, except as directed by COV, Contractor its employees and its subcontractors shall not at any time during or after the term of this Agreement (a) disclose any Confidential Information to any third party, (b) permit any third party to examine and/or make copies of any reports, documents or electronic data containing Confidential Information (whether they are prepared by Contractor or come into Contractor's possession or under Contractor's control by reason of Contractor's services) or (c) use any Confidential Information for any reason other than in the performance of services hereunder. Upon termination of this Agreement, Contractor shall return to COV or at COV's request destroy, all reports, documents, electronic data and other matter in Contractor's possession or under Contractor's control that contain or relate to Confidential Information. Contractor may disclose Confidential Information to such of its personnel as have a need therefor in the performance of their duties for COV, provided, however, that Contractor shall inform all such personnel of their confidentiality obligations hereunder and shall use its absolute best efforts to ensure their compliance therewith. Contractor shall not be required to treat as confidential any information which:

(a) contractor can demonstrate was in its possession prior to execution of this Agreement
(b) has become generally available in the public domain without breach of this Agreement
(c) becomes lawfully available to Contractor from a source other than the Commonwealth

ANY RELEASE OF PROPRIETARY OR CONFIDENTIAL INFORMATION BY THE CONTRACTOR OR CONTRACTOR'S EMPLOYEES SHALL BE CONSIDERED A BREACH OF THIS AGREEMENT. THE CONTRACTOR SHALL NOT USE THE CONFIDENTIAL INFORMATION OF THE COMMONWEALTH FOR ITS OWN BENEFIT OR FOR THE BENEFIT OF ANY THIRD PARTY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT IN PERPETUITY.

62. CONTRACTOR ACCESS TO COMMONWEALTH LOCATION/S

Commonwealth shall grant to Contractor personnel such access to the Commonwealth location as may be necessary or appropriate for Contractor to perform its obligations under this Agreement, subject to all security issues. For any individual Commonwealth location, the Contractor may be required to undergo additional security procedures that may include but not be limited to; records verification, submission of photos and or fingerprints, etc. The Contractor may at any time, for any Commonwealth location, be required to undertake the execution and completion for each individual employee, the requirement of the submission of additional forms that the Commonwealth would consider reasonable for security measures. These forms may include the individual employee's agreement that all Commonwealth information that is garnered while at the Commonwealth site is

confidential and proprietary. Any unauthorized release of proprietary information by the Contractor or Contractor's employees shall constitute a breach of this Agreement.

63. ORDERS

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

A. Issuing Agency Purchase Order, Form DGS-41-001

B. Charge Card: An ordering and payment process under contract with American Express (AMEX). Each order must not exceed $5,000 or the then current charge card limit. Payment will be made to Contractor by AMEX within three business days.

C. A Delivery Order issued by the Acquisition Services Division, DIT.

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