



**FAUQUIER COUNTY GOVERNMENT**

Contract # 26-031-C-R

Riding VITA (Contract VA-211201-EPLS)

**ePlus Technology, inc.**

This Agreement is made and entered into this 27<sup>th</sup> day of August 2025, by the Fauquier County Government, a political subdivision of the Commonwealth of Virginia, referred to as "Owner" and **ePlus Technology, inc.**, having its principal place of business at **13595 Dulles Technology Drive, Herndon, Virginia 20171**, hereinafter referred to as "Contractor".

**WITNESSETH** that the Contractor and the Owner, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

**SCOPE OF SERVICES:** The Contractor shall provide Information Technology Network Products and Services



**COMPENSATION:** The Owner will pay, and the Contractor will accept in full consideration for performance during the contract term pricing as negotiated and attached.

**CONTRACT PERIOD:** Date of execution through December 13, 2026, with one (1) option(s) to renew, at the mutual agreement of both parties

**The contract documents shall consist of and in the event of conflict or ambiguity, shall be interpreted in the following order of priority:**

1. This signed form;
2. Fauquier County General Terms & Conditions;
3. VITA RFP 2021-10 dated June 28, 2021 inclusive of any attachments and addendums; and
4. Fully executed Contract VA-211201-EPLS between ePlus Technology, Inc. and VITA dated December 14, 2021, inclusive of all modifications and any documents included or incorporated by reference all of which are incorporated herein.

**IN WITNESS WHEREOF**, the parties have caused this Contract to be duly executed intending to be bound thereby.

	<b>ePlus Technology, inc.</b>		<b>Fauquier County Government, a political subdivision of the Commonwealth of Virginia</b>
<b>By:</b>	<small>Signed by:</small>  <small>F44A77AE31564B8</small>	<b>By:</b>	Kristen S. Hylton 
<b>Title:</b>	SVP Contracts	<b>Title:</b>	Director of Procurement
<b>Date:</b>	8/22/2025	<b>Date:</b>	8/27/2025



## DEPARTMENT OF FINANCE

### Procurement Division

Fauquier County Government & Public Schools  
320 Hospital Drive, Suite 23  
Warrenton, VA 20186-3037

[procurement@fauquiercounty.gov](mailto:procurement@fauquiercounty.gov)



Phone (540) 422-8352

Fax (540) 422-8355

## PROOF OF AUTHORITY TO TRANSACT BUSINESS IN VIRGINIA

THIS FORM MUST BE SUBMITTED WITH YOUR PROPOSAL/BID. FAILURE TO INCLUDE THIS FORM MAY RESULT IN REJECTION OF YOUR PROPOSAL/BID

Pursuant to Virginia Code §2.2-4311.2, an Offeror/Bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its proposal/bid the identification number issued to it by the State Corporation Commission ("SCC"). Any Offeror/Bidder that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal/bid a statement describing why the Offeror/Bidder is not required to be so authorized. Any Offeror/Bidder described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator or School Superintendent, as applicable.

If this quote for goods or services is accepted by the County of Fauquier, Virginia, the undersigned agrees that the requirements of the Code of Virginia Section 2.2-4311.2 have been met.

Please complete the following by checking the appropriate line that applies and providing the requested information.

- A. ☒ Offeror/Bidder is a Virginia business entity organized and authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is 05013545.
- B. ☐ Offeror/Bidder is an out-of-state (foreign) business entity that is authorized to transact business in Virginia by the SCC and such vendor's Identification Number issued to it by the SCC is \_\_\_\_\_.
- C. ☐ Offeror/Bidder does not have an Identification Number issued to it by the SCC and such vendor is not required to be authorized to transact business in Virginia by the SCC for the following reason(s):

**Please attach additional sheets if you need to explain why such Offeror/Bidder is not required to be authorized to transact business in Virginia.**

ePlus Technology, inc.

Legal Name of Company (as listed on W-9)

ePlus Technology, inc.

Legal Name of Offeror/Bidder

8/22/2025

Date

Signed by:

*Don McLaughlin*

F44A77AE1554BB

Authorized Signature

Don McLaughlin | SVP, Contracts

Print or Type Name and Title

**RETURN THIS PAGE**



# DEPARTMENT OF FINANCE

**Procurement Division**  
Fauquier County Government & Public Schools  
320 Hospital Drive, Suite 23  
Warrenton, VA 20186-3037  
procurement@fauquiercounty.gov



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Fax (540) 422-8355

## DIVISION OF RISK MANAGEMENT INSURANCE CHECKLIST

Items marked "X" are required to be provided if award is made to your firm.

<u>Required</u>	<u>Coverage Required</u>	<u>Limits</u> <u>(figures denotes minimum)</u>
<u>X</u>	1. <b>Workers' Compensation</b> and Employers' Liability; Admitted in Virginia Employers' Liability All States Endorsement USL & H Endorsement Voluntary Compensation Endorsement Best's Guide Rating-A-VIII or better or its equivalent	1. Statutory Limits of the Commonwealth of VA Yes \$100,000/\$500,000/\$100,000 Statutory Statutory
<u>X</u>	2. <b>Commercial General Liability</b> General Aggregate Products/Completed Operations Personal and Advertising Injury Fire Legal Liability Best's Guide Rating-A-VIII or better or its equivalent	2. \$1,000,000 (CSL) Each Occurrence \$2,000,000 \$2,000,000 \$1,000,000 \$100,000 Per Occurrence
<u>X</u>	3. <b>Automobile Liability</b> Owned, Hired, Borrowed & Non-owned Motor Carrier Act End. Best's Guide Rating-A-VIII or better, or its equivalent	3. \$1,000,000 combined Single Limit Bodily Injury and Property Damage Each Occurrence (note, symbol "1" on liability coverage)
—	4. <b>Prof. Errors and Omissions</b> Best's Guide Rating-A-VIII or better or its equivalent	4. \$1,000,000 (CSL) Each Claim
—	5. <b>Garage Liability</b>	5. \$1,000,000 CSL Each Occurrence
—	6. <b>Garage Keeper's Legal Liability</b> Best's Guide Rating-A-VIII or better, Or its equivalent	6. a) Maximum Value of One Vehicle b) Maximum Value of All Vehicles Held by Contractor
—	7. <b>Umbrella Liability</b> Best's Guide Rating-A-VIII or better, or its equivalent.	7. \$1,000,000 Minimum
—	8. <b>Other Insurance:</b> Cyber Liability as needed	8. \$1,000,000 Minimum
<u>X</u>	9. <b>Auto and General Liability Policies shall be endorsed to name Fauquier County and/or Fauquier County Public School Board as additional insured</b> (This coverage is primary to all other coverage The County and Schools may possess and must be shown on the certificate)	
<u>X</u>	10. The Contractor shall provide 30 days written notice of any policy cancellation for policies specified on this Checklist to Fauquier County and/or Fauquier County School Board in accordance with the timelines and stipulations in Code of Virginia Section 38.2-231.	
<u>X</u>	11. <b>The Certificate must state Bid/RFP No. and Bid/RFP Title.</b>	
<u>X</u>	12. <b>Contractor shall submit Certificate of Insurance within five (5) business days from notification of award, and shall provide updated Certificates for the duration of the contract.</b>	

### OFFEROR STATEMENT

We understand the Insurance Requirements of these specifications and will comply in full if awarded this contract.

ePlus Technology, inc.

FIRM

Signed by:

Don McLaughlin

SIGNATURE

Revised 4/8/2021, Proc/HR

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**CERTIFICATION OF NO CRIMES AGAINST CHILDREN**

Contractor acknowledges that the implementation of this Contract requires Contractor, Contractor's employees, or other persons that will provide services under this Contract to have direct contact with students and children. Therefore, Contractor hereby certifies that neither Contractor, Contractor's employees, nor any person that will provide services under this Contract who will have direct contact with students and children on Fauquier County Public School and/or Fauquier County property have been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of a child.

Contractor understands that, pursuant to Code of Virginia §22.1-296.1, making a materially false statement regarding offenses which are required to be included in the certification referenced above is a Class 1 misdemeanor and, upon conviction, the fact of such conviction shall be grounds for the revocation of the contract to provide such services and, when relevant, the revocation of any license required to provide such services. Fauquier County Public Schools and/or Fauquier County shall not be liable for materially false statements regarding the certifications required under this Contract.

Contractor certifies that employees, or any person who will have direct contact with students and children under this contract have not been convicted of a felony or any offense involving the sexual molestation or physical or sexual abuse or rape of child.

ePlus Technology, inc.

**Company Name**

13595 Dulles Technology Drive, Herndon, VA 20171

**Company Address**

Don McLaughlin

**Print Name of Authorized Representative**

Signed by:

*Don McLaughlin*

**Authorized Representative Signature**

Contract # 26-031-C-R Riding VITA (Contract VA-211201-EPLS)

**Contract # and Title**

(703) 984-8400

**Company Phone Number**

SVP, Contracts

**Authorized Representative Title**

8/22/2025

**Date**

**RETURN THIS PAGE**

## GENERAL TERMS, CONDITIONS AND INSTRUCTIONS TO BIDDERS/OFFERORS

*Revised 08/05/2021*

Vendor: These general rules and conditions shall apply to all purchases and be a part of each solicitation and every contract awarded by the Procurement Division, unless otherwise specified. The Procurement Division is responsible for the purchasing activity of Fauquier County, which is comprised of the Fauquier County Board of Supervisors, a body politic and political subdivision of the Commonwealth of Virginia, and the Constitutional Officers of Fauquier County, Virginia, and the Fauquier County School Board, a body corporate. The term "Owner" as used herein refers to the contracting entity which is the signatory on the contract and may be either Fauquier County or the Fauquier County School Board, or both. Bidder/Offeror or their authorized representatives are expected to inform themselves fully as to the conditions, requirements, and specifications before submitting bids/proposals: failure to do so will be at the bidder's/Offeror's own risk and except as provided by law, relief cannot be secured on the plea of error.

Subject to all Federal, State and local laws, policies, resolutions, regulations, rules, limitations and legislation, bids/proposals on all solicitations issued by the Procurement Division will bind bidders/Offerors to applicable conditions and requirements herein set forth unless otherwise specified in the solicitation.

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1. **AUTHORITY**-Except as delegated in the Procurement Procedures Manual, the Purchasing Agent has the sole responsibility and authority for negotiating, placing and when necessary modifying every solicitation, contract and purchase order issued by the Owner. In the discharge of these responsibilities, the Purchasing Agent may be assisted by assigned buyers. Unless specifically delegated by the Purchasing Agent, no other Owner officer or employee is authorized to order supplies or services, enter into purchase negotiations or contracts, or in any way obligate the Owner for an indebtedness. Any purchase order or contract made which is contrary to these provisions and authorities shall be of no effect and void and the Owner shall not be bound thereby.
  2. **COMPETITION INTENDED:** It is the Owner's intent that this solicitation permit competition. It shall be the Bidder's/Offeror's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, stifles competition or inadvertently restricts or limits the requirements stated in this solicitation to a single source. The Purchasing Agent must receive such notification not later than five (5) business days prior to the deadline set for acceptance of the bids/proposals.

### CONDITIONS OF BIDDING

3. **CLARIFICATION OF TERMS:** Unless otherwise specified, if any Bidder/Offeror has questions about the specifications or other solicitation documents, the prospective Bidder/Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) business days prior to the date set for the opening of bids or receipt of proposals. Any revisions to the solicitation will be made only by addendum issued by the Buyer. Notifications regarding specifications may not be considered if received in less than five (5) business days of the date set for opening of bids/receipt of proposals.
4. **MANDATORY USE OF OWNER FORMS AND TERMS AND CONDITIONS:** Failure to submit a bid/proposal on the official Owner forms provided for that purpose shall be a cause for rejection of the bid/proposal. Unauthorized modification of or additions to any portion of the Invitation to Bid or Request for Proposal may be cause for rejection of the bid/proposal. However, the Owner reserves the right to decide, on a case-by-case basis, in its sole discretion, whether to reject any bid or proposal which has been modified.
5. **LATE BIDS/PROPOSALS & MODIFICATION OF BIDS/PROPOSALS:**  
Any bid/proposal/modification received at the office designated in the solicitation after the exact time specified for receipt of the bid/proposal/modification is considered a late bid/proposal/modification. The Owner is not responsible for delays in the delivery of the mail by the U.S. Postal Service, private carriers or the inter-office mail system. It is the sole responsibility of the Bidder/Offeror to ensure their bid/proposal reaches the Procurement Division by the designated date and hour.
  - a. The official time used in the receipt of bids/proposals is that time stamp within the Bonfire Portal.
  - b. Late bids/proposals/modifications will be returned to the Bidder/Offeror UNOPENED, if solicitation number, acceptance date and Bidder/Offeror's return address is shown on the container.
  - c. If the Owner closes its offices due to inclement weather or other unforeseen emergency scheduled bid openings or receipt of proposals will be extended to the next business day, same time.
6. **WITHDRAWAL OF BIDS/PROPOSALS:**  
A Bidder/Offeror for a contract other than for public construction may request withdrawal of his or her bid/proposal under the following circumstances:
  - a. Bids/Proposals may be withdrawn on written request from the Bidder/Offeror received at the address shown in the solicitation prior to the time of acceptance.
  - b. Requests for withdrawal of bids/proposals after opening of such bids/proposals but prior to award shall be transmitted to the Purchasing Agent, in writing, accompanied by full documentation supporting the request. If the request is based on a claim of error, documentation must show the basis of the error. Such documentation may take the form of supplier quotations, vendor work sheets, etc. If bid bonds were tendered with the bid, the Owner may exercise its right of collection.

No Bid/Proposal may be withdrawn under this paragraph when the result would be the awarding of the contract on another bid/Proposal of the same bidder/Offeror or of another bidder/Offeror in which the ownership of the withdrawing bidder/Offeror is more than five percent. In the case

of Invitation for Bids, if a bid is withdrawn under the authority of this paragraph, the lowest remaining bid shall be deemed to be the low bid. No bidder/Offeror that is permitted to withdraw a bid/proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid/proposal was submitted.

7. **ERRORS IN BIDS/PROPOSALS** – When an error is made in extending total prices, the unit bid price will govern. Erasures in bids/proposals must be initialed by the bidder/Offeror. Carelessness in quoting prices, or in preparation of bid/proposal otherwise, will not relieve the Bidder/Offeror. Bidders/Offeror's are cautioned to recheck their bids/proposals for possible error. Errors discovered after public opening cannot be corrected and the bidder will be required to perform if his or her bid is accepted.
8. **IDENTIFICATION OF BID/PROPOSAL ENVELOPE:** The signed bid/proposal and requested copies should be returned in a separate envelope or package, sealed and identified with the following information:

**ADDRESSED AS INDICATED ON PAGE 1**

**IFB/RFP NUMBER**

**TITLE**

**BID/PROPOSAL DUE DATE AND TIME**

**VENDOR NAME AND COMPLETE MAILING ADDRESS (RETURN ADDRESS)**

If a bid/proposal is not addressed with the information as shown above, the Bidder/Offeror takes the risk that the envelope may be inadvertently opened and the information compromised, which may cause the bid/proposal to be disqualified. Bids/Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

9. **ACCEPTANCE OF BIDS/PROPOSALS:** Unless otherwise specified, all formal bids/proposals submitted shall be valid for a minimum period of one hundred twenty (120) calendar days following the date established for acceptance. At the end of the one hundred twenty (120) calendar days the bid/proposal may be withdrawn at the written request of the Bidder/Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
10. **CONDITIONAL BIDS:** Conditional bids are subject to rejection in whole or in part.
11. **BIDDERS PRESENT:** At the time fixed for the opening of responses to a bid, bid contents will be made public for the information of bidders and other interested parties who may be present either in person or by representative. All bids will be opened at the time and place specified and read publicly. Bid tabulations are posted on the Procurement Division's Bulletin Board for a minimum of 10 days from award date. At the time fixed for the receipt of responses for Request for Proposals, only the names of the Offerors will be read and made available to the public.
12. **RESPONSE TO SOLICITATIONS:** In the event a vendor cannot submit a bid on a solicitation, the vendor is requested to return the solicitation cover sheet with an explanation as to why the vendor is unable to bid on these requirements. Because of the large number of firms listed on the Owner's Bidders List, it may be necessary to delete from this list the names of those persons, firms or corporations who fail to respond after having been invited to bid for three (3) successive solicitations. Such deletion will be made only after formal notification of the intent to remove the firm from the Owner's Bidders List.
13. **BIDDER INTERESTED IN MORE THAN ONE BID:** If more than one bid is offered by any one party, either directly or by or in the name of his or her clerk, partner, or other persons, all such bids may be rejected. A party who has quoted prices on work, materials, or supplies to a bidder is not thereby disqualified from quoting prices to other bidders or firms submitting a bid directly for the work, materials or supplies.
14. **TAX EXEMPTION:** The Owner is exempt from the payment of any federal excise or any Virginia sales tax. The price bid must be net, exclusive of taxes. Tax exemption certificates will be furnished if requested by the Bidder/Offeror.
15. **DEBARMENT STATUS:** By submitting their bids/proposals, Bidders/Offerors certify that they are not currently debarred from submitting bids/proposals on contracts by the Owner, nor are they an agent of any person or entity that is currently debarred from submitting bids or proposals on contracts by the Owner or any agency, public entity/locality or authority of the Commonwealth of Virginia.
16. **ETHICS IN PUBLIC CONTRACTING:** The provisions contained in *Code of Virginia* §§ 2.2-4367 through 2.2-4377 (the Virginia Public Procurement Act), as amended from time to time, shall be applicable to all contracts solicited or entered into by the Owner. By submitting their bids/proposals, all Bidders/Offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Bidder, Offeror, supplier, manufacturer or subcontractor in connection with their bid/proposal, 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.
17. **NO CONTACT POLICY:** No Bidder/Offeror shall initiate or otherwise have contact related to the solicitation with any Owner representative or employee, other than the Procurement Division, after the date and time established for receipt of bids/proposals. Any contact initiated by a Bidder/Offeror with any Owner representative, other than the Procurement Division, concerning this solicitation is prohibited and may cause the disqualification of the Bidder/Offeror from this procurement process.

18. **VIRGINIA FREEDOM OF INFORMATION ACT:** All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (*Code of Virginia* § 2.2-3700 *et. seq.*) and § 2.2-4342 of the Virginia Public Procurement Act except as provided below:
- Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
  - Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation Offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph “c” below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
  - Trade secrets or proprietary information submitted by a bidder, Offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information and Virginia Public Procurement Acts; however, the bidder, Offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
  - Nothing contained in this section shall be construed to require the Owner, when procuring by “competitive negotiation” (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.
19. **CONFLICT OF INTEREST:** Contractor certifies by signing bid to the Owner that no conflict of interest exists between Contractor and Owner that interferes with fair competition and no conflict of interest exists between Contractor and any other person or organization that constitutes a conflict of interest with respect to the contract with the Owner.

### SPECIFICATIONS

20. **BRAND NAME OR EQUAL ITEMS:** Unless otherwise provided in the solicitation, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer named; it conveys the general style, type, character, and quality of the article desired, and any article which the Owner in its sole discretion determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The Bidder is responsible to clearly and specifically indicate the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Owner to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding, only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid non-responsive. Unless the Bidder clearly indicates in its bid/proposal that the product offered is “equal” product, such bid/proposal will be considered to offer the brand name product referenced in the solicitation.
21. **FORMAL SPECIFICATIONS:** When a solicitation contains a specification which states no substitutes, no deviation therefrom will be permitted and the bidder will be required to furnish articles in conformity with that specification.
22. **OMISSIONS & DISCREPANCIES:** Any items or parts of any equipment listed in this solicitation which are not fully described or are omitted from such specification, and which are clearly necessary for the completion of such equipment and its appurtenances, shall be considered a part of such equipment although not directly specified or called for in the specifications.
- The Bidder/Offeror shall abide by and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications and drawings. Whenever the mention is made of any articles, material or workmanship to be in accordance with laws, ordinances, building codes, underwriter’s codes, A.S.T.M. regulations or similar expressions, the requirements of these laws, ordinances, etc., shall be construed as to the minimum requirements of these specifications.
23. **CONDITION OF ITEMS:** Unless otherwise specified in the solicitation, all items shall be new, in first class condition.

### AWARD

24. **AWARD OR REJECTION OF BIDS:** The Purchasing Agent shall award the contract to the lowest responsive and responsible bidder complying with all provisions of the IFB, provided the bid price is reasonable and it is in the best interest of the Owner to accept it. Awards made in response to a RFP will be made to the highest qualified Offeror whose proposal is determined, in writing, to be the most advantageous to the Owner taking into consideration the evaluation factors set forth in the RFP. The Purchasing Agent reserves the right to award a contract by individual items, in the aggregate, or in combination thereof, or to reject any or all bids/proposals and to waive any informality in bids/proposals received whenever such rejection or waiver is in the best interest of the Owner. Award may be made to as many bidders/Offeror’s as deemed necessary to fulfill the anticipated requirements of the Owner. The Purchasing Agent also reserves the right to reject the bid if a bidder is deemed to be a non-responsible bidder.
25. **ANNOUNCEMENT OF AWARD:** Upon the award or announcement of the decision to award a contract as a result of this solicitation, the Procurement Division will publicly post such notice on the Procurement Website at <http://www.fauquiercounty.gov/government/departments-h-z/procurement>
26. **QUALIFICATIONS OF BIDDERS OR OFFERORS:** The Owner may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder/Offeror to perform the work/furnish the item(s) and the Bidder/Offeror shall furnish to the Owner all such



information and data for this purpose as may be requested. The Owner reserves the right to inspect Bidder's/Offeree's physical facilities prior to award to satisfy questions regarding the Bidder's/Offeree's capabilities. The Owner further reserves the right to reject any bid or proposal if the evidence submitted by or investigations of, such Bidder/Offeree fails to satisfy the Owner that such Bidder/Offeree is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

27. **TIE BIDS:** In the case of a tie bid, the Owner may give preference to goods, services and construction produced in Fauquier County or provided by persons, firms or corporations having principal places of business in the County. If such choice is not available, preference shall then be given to goods and services produced in the Commonwealth pursuant to *Code of Virginia* § 2.2-4324. If no County or Commonwealth choice is available, the tie shall be decided by lot.

### CONTRACT PROVISIONS

28. **APPLICABLE LAW AND COURTS:** Any contract resulting from this solicitation shall be governed and construed in all respects by the laws of Virginia, and any litigation with respect thereto shall only be brought in the appropriate General District or Circuit Court of Fauquier County, Virginia. The Contractor shall comply with all applicable federal, state and local laws and regulations.
29. **ANTITRUST:** By entering into a contract, the Contractor conveys, sells, assigns, and transfers to the Owner all rights, title and interest in and to all causes of the 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 Owner under said contract. This includes, but is not limited to, overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations that arise under United States' or the Commonwealth's antitrust laws. Consistent and continued tie bidding could cause rejection of bids by the Purchasing Agent and/or investigation for antitrust violations.
30. **INVOICING AND PAYMENT TERMS:** Unless otherwise provided in the solicitation payment will be made forty-five (45) days after receipt of a proper invoice, or forty-five (45) days after receipt of all goods or acceptance of work, whichever is the latter.
- a. Invoices for items/services ordered, delivered/performed and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number, purchase order number, and any federal employer identification number.
  - b. Any payment terms requiring payment in less than 45 days will be regarded as requiring payment 45 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 45 days, however.
  - c. The date of payment shall be deemed the date of postmark in all cases where payment is made by mail.
  - d. The Owner's fiscal year is July 1 - June 30. Contractors must submit invoices, especially for goods and/or services provided in the month of JUNE, for the entire month i.e. June 1 - June 30, so that expenses are recognized in the appropriate fiscal year.
  - e. Any payment made by the Contractor to the Owner shall only be made in U.S. Dollars. If payment is received in foreign currency the Owner may, in its sole discretion, reject such payment and require immediate compensation in U.S. Dollars.
31. **PAYMENT TO SUBCONTRACTORS:** 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 Owner for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
  - b. To notify the Owner and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month compounded monthly (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 Owner, except for amounts withheld as stated in 2 above. The date of mailing of any payment by postage prepaid 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 Owner.
32. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Purchasing Agent.
33. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Owner, 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 another remedies which the Owner may have.
34. **ANTI-DISCRIMINATION:** By submitting their bids/proposals, Bidders/Offeree's certify to the Owner 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, the Virginia Human Rights Act (*Code of Virginia* § 2.2-3900 *et seq.*) and § 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1(E)).

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 where 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 the purpose of meeting the requirements of this section.
- b. The Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

**35. CHANGES TO THE CONTRACT:** Changes can only be made to the contract in one of the following ways:

- a. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
- b. The Owner may order changes within the general scope of the contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Owner a credit for any savings. Said compensation shall be determined by one of the following methods.
  - 1) By mutual agreement between the parties in writing; or
  - 2) By agreeing in writing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Owner's right to audit the Contractor's records and/or determine the correct number of units independently; or
  - 3) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present the Owner with all vouchers and records of expenses incurred and savings realized. The Owner shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Procurement Division within thirty (30) days from the date of receipt of the written order from the Procurement Division. If the parties fail to agree on an amount of adjustment, the questions of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for relieving disputes provided by the Disputes Clause of this contract. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the Contractor from promptly complying with the changes ordered by the Owner or with the performance of the contract generally.
- c. No modification for a fixed price contract may be increased by more than 25% or \$50,000, whichever is greater without the advanced written approval of the Board of Supervisors or the School Board, as applicable.

**36. INDEMNIFICATION:** Contractor shall indemnify, keep and save harmless the Owner, its agents, officials, employees and volunteers against claims of injuries, death, damage to property, patent claims, suits, liabilities, judgments, cost and expenses which may otherwise accrue against the Owner in consequence of the granting of a contract or which may otherwise result therefrom, if it shall be determined that the act was caused through negligence or error, or omission of the Contractor or his or her employees, or that of the subcontractor or his or her employees, if any; and the Contractor shall, at his or her own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and if any judgment shall be rendered against the Owner in any such action, the Contractor shall, at his or her own expenses, satisfy and discharge the same. Contractor expressly understands and agrees that any performance bond or insurance protection required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Owner as herein provided.

**37. 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 in accordance with this chapter, 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.

**38. TERMINATION:** Subject to the provisions below, the contract may be terminated by the Owner upon thirty (30) days advance written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

- a. Termination for Convenience: In the event that the contract is terminated upon request and for the convenience of the Owner, without the required thirty (30) days advance notice, then the Owner shall be responsible for payment of services up to the termination date.
- b. Termination for Cause: Termination by the Owner for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any shall not apply. However, pursuant to the Default provision of these General Conditions, the

Owner may hold the contractor responsible for any resulting additional purchase and administrative costs. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

- c. **Termination Due to Unavailability of Funds in Succeeding Fiscal Years:** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled without any liability or penalty to Owner.

39. **USE OF CONTRACT BY OTHER PUBLIC BODIES:** Except as prohibited by the current *Code of Virginia*, all resultant contracts will be extended, with the authorization of the Contractor, to other public bodies of the Commonwealth of Virginia and all currently active members of the Metropolitan-Washington Council of Governments (MWCOC) or, Mid-Atlantic Purchasing Team, to permit their ordering of supplies and/or services at the prices and terms of the resulting contract. If any other public body decides to use the final contract, the Contractor must deal directly with that public body concerning the placement or orders, issuance of the purchase order, contractual disputes, invoicing and payment. Fauquier County acts only as the “Contracting Agent” for these public bodies. Any resulting contract with other public bodies shall be governed by the laws of that specific entity. It is the Contractor’s responsibility to notify the public bodies of the availability of the contract. Fauquier County shall not be held liable for any costs or damage incurred by another public body as a result of any award extended to that public body by the Contractor.

40. **AUDIT:** The Contractor hereby agrees to retain all books, records and other documents relative to this contract for five years after final payment, or until audited by the Owner, whichever is sooner. The agency, its authorized agents, and/or Owner auditors shall have full access to and right to examine any of said materials during said period.

41. **SEX OFFENDER REGISTRY NOTIFICATION:** The Contractor shall not employ on school property any employee who is a registered sex offender and shall enforce the same restriction upon all sub-contractors and agents of Contractor. Prior to starting work and quarterly during performance of the work, the Contractor shall check the Virginia State Police Sex Offender Registry to verify sex offender status of all employees and agents of Contractor and Sub-Contractors who are employed on school property by the Contractor or Sub-Contractor. The Contractor shall furnish the Owner with evidence verifying compliance with the services.

Prior to starting work on-site, the Contractor shall submit a completed Fauquier County Public Schools “CERTIFICATION OF NO CRIMES AGAINST CHILDREN” form, a copy of which is included in this solicitation.

42. **COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS AND FEDERAL IMMIGRATION LAW:** During the term of any contract, the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth of Virginia, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

43. **ASBESTOS NOTIFICATION:** As required by the Environmental Protection Agency Asbestos Hazard Emergency Response Act 40 CFR, subpart E, 763.93, information regarding asbestos inspections, response actions, and post response activities is on file in a full asbestos report located in the main office of each school. Contractors bear full responsibility to review this material prior to commencing any activity at a school site.

44. **VIRGINIA STATE CORPORATION COMMISSION:** If required by law, the Contractor shall maintain a valid certificate of authority or registration to transact business in Virginia with the Virginia State Corporation Commission as required by Title 13.1 of the *Code of Virginia*, during the term of the Contract or any Contract renewal. The Contractor shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth to be revoked or cancelled at any time during the terms of the contract. If the Contractor fails to remain in compliance with the provisions of this section, the contract is voidable at the option of Owner.

45. **ADA WEBSITE-RELATED ACCESSIBILITY:** Any Contractor who performs services, designs, develops content, maintains or otherwise bears responsibility for the content and format of Owner’s website(s) or third-party programs accessed through Owner’s website(s), acknowledges receipt of, and responsibility to implement the accessibility standards found in the U.S. Department of Justice publication entitled “Accessibility of State and Local Government Websites to People with Disabilities,” available at [www.ada.gov/websites2.htm](http://www.ada.gov/websites2.htm) or, as attached directly to the solicitation. Contractor services as noted, shall conform to § 508 of Title III of the Americans with Disabilities Act (ADA) and the World Wide Web Consortium’s (W3C) Web Content Accessibility Guidelines (WCAG 2.0 AA), most current versions, in addition to the Owner’s web accessibility policy.

#### DELIVERY PROVISION

46. **SHIPPING INSTRUCTIONS-CONSIGNMENT:** Unless otherwise specified in the solicitation each case, crate, barrel, package, etc., delivered under the contract must be plainly stenciled or securely tagged, stating the Contractor’s name, purchase order number, and delivery address as indicated in the order. Where shipping containers are to be used, each container must be marked with the purchase order number, name of the Contractor, the name of the item, the item number, and the quantity contained therein. Deliveries must be made within the hours of 8:00 a.m. – 2:30 p.m. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the designated individual at the delivery point. No deliveries will be accepted on Saturdays, Sundays and holidays unless previous arrangements have been made. It shall be the responsibility of the contractor to insure compliance with these instructions for items that are drop-shipped.

47. **RESPONSIBILITY FOR SUPPLIES TENDERED:** The Contractor shall be responsible for the materials or supplies covered by the contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection, unless public health and safety require immediate destruction or other disposal of rejected delivery. If rejected materials are not removed by the Contractor

within ten (10) days after date of notification, the Owner may return the rejected materials or supplies to the Contractor at his or her risk and expense or dispose of them as its own property.

48. **INSPECTIONS:** The Owner reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification. Inspection and acceptance of materials or supplies will be made after delivery at destinations herein specified unless otherwise stated. If inspection is made after delivery at destination herein specified, the Owner will bear the expense of inspection except for the value of samples used in case of rejection. Final inspection shall be conclusive except in regard to latent defects, fraud or such gross mistakes as to amount to fraud. Final inspection and acceptance or rejection of the materials or supplies will be made as promptly as practicable, but failure to inspect and accept or reject materials or supplies shall not impose liability on the Owner for such materials or supplies as are not in accordance with the specifications.
49. **COMPLIANCE:** Delivery must be made as ordered and in accordance with the solicitation or as directed by the Procurement Division when not in conflict with the bid/contract. The decision as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of goods by the purchaser shall rest with the Contractor. Any request for extension of time of delivery from that specified must be approved by the Procurement Division, such extension applying only to the particular item or shipment affected. Should the Contractor be delayed by the Owner, there shall be added to the time of completion a time equal to the period of such delay caused by the Owner. However, the contractor shall not be entitled to claim damages of extra compensation for such delay or suspension. These conditions may vary for construction contracts.
50. **POINT OF DESTINATION:** All materials shipped to the Owner must be shipped F.O.B. DESTINATION unless otherwise stated in the contract. The materials must be delivered to the "Ship To" address indicated on the purchase order.
51. **REPLACEMENT:** Materials or components that have been rejected by the Procurement Division, in accordance with the terms of the contract, shall be replaced by the Contractor at no cost to the Owner.
52. **PACKING SLIPS OR DELIVERY TICKETS:** All shipments shall be accompanied by Packing Slips or Delivery Tickets and shall contain the following information for each item delivered:
  - Purchase Order Number,
  - Name of Article and Stock Number,
  - Quantity Ordered,
  - Quantity Shipped,
  - Quantity Back Ordered,
  - The Name of the Contractor.

Contractors are cautioned that failure to comply with these conditions shall be considered sufficient reason for refusal to accept the goods.

#### **BIDDER/CONTRACTOR REMEDIES**

53. **PROTEST OF AWARD OR DECISION TO AWARD:** Any Bidder/Offeree who desires to protest the award or decision to award a contract, by either Fauquier County or the Fauquier County School Board, shall submit such protest in writing to the County Administrator (if the award or decision to award was made by Fauquier County) or the Superintendent of Schools (if the award or decision to award was made by the Fauquier County School Board), no later than ten (10) days after public notice of the award or announcement of the decision to award, whichever comes first. No protest shall lie for a claim that the selected bidder/Offeree is not a responsible bidder/Offeree. The written protest shall include the basis for the protest and the relief sought. The County Administrator or the Superintendent of Schools, as the case may be, shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the bidder/Offeree appeals within ten (10) days of the written decision by instituting legal action as provided in § VIII.H.3 of the County's Procurement Policy. Nothing in this paragraph shall be construed to permit an Offeree to challenge the validity of the terms or conditions of the solicitation.
54. **DISPUTES:** Contractual claims, whether for money or other relief, shall be submitted in writing to the Superintendent of Schools (if the claim is against the Fauquier County School Board) or the County Administrator (if the claim is against Fauquier County) no later than sixty (60) days after final payment; however, written notice of the Contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. Nothing herein shall preclude a contract from requiring submission of an invoice for final payment within a certain time after completion and acceptance of the work or acceptance of the goods. Pendency of claims shall not delay payment of amount agreed due in the final payment. A written decision upon any such claims will be made by the School Board (if the claim is against the Fauquier County School Board) or the County Board of Supervisors (if the claim is against Fauquier County) within sixty (60) days after submittal of the claim. The Contractor may not institute legal action prior to receipt of the School Board or Board of Supervisors (whichever is applicable) decision on the claim unless the applicable party fails to render such decision within sixty (60) days. The decision of the School Board or Board of Supervisors (as applicable) shall be final and conclusive unless the Contractor within six (6) months of the date of the final decision on a claim, initiates legal action as provided in *Code of Virginia* § 2.2-4364. Failure of the School Board or Board of Supervisors to render a decision within sixty (60) days shall not result in the Contractor being awarded the relief claimed nor shall it result in any other relief or penalty. Should the School Board or Board of Supervisors (as applicable) fail to render a decision within sixty (60) days after submittal of the claim, the Contractor may institute legal action within six (6) months after such 60-day period shall have expired, or the claim shall be deemed finally resolved. No administrative appeals procedure pursuant to *Code of Virginia* § 2.2-4365 has been established for contractual claims under this contract.



## SUPPLY CHAIN MANAGEMENT (SCM)

**COMMONWEALTH OF VIRGINIA  
VIRGINIA IT AGENCY (VITA)  
SUPPLY CHAIN MANAGEMENT DIVISION  
11751 MEADOWVILLE LANE  
CHESTER, VIRGINIA 23836**

Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, sexual orientation, gender identity, political affiliation, or status as a service disabled veteran or any other basis prohibited by state law relating to discrimination in employment. VITA is committed to increasing procurement opportunities for small and micro businesses, including small or micro businesses that are owned by minorities, women, or disabled veterans, and strengthening the Commonwealth's overall economic growth through the development of its IT suppliers.

### **REQUEST FOR PROPOSALS (RFP) 2021-10 for**

**Project Name:** Network Products and Services

**NOTE: Due to COVID 19 physical delivery of proposals by suppliers is not  
allowed.**

Issue Date: 06/28/2021      Due Date/Time: 08/04/2021, 4:00 PM Eastern

Single Point of Contact ("SPOC"): Jimmy MacKenzie

Ph. No: (804) 416-6247

E-mail Address: [james.mackenzie@vita.virginia.gov](mailto:james.mackenzie@vita.virginia.gov)

Sourcing scope: Available to all public bodies as defined by § 2.2-4301 and referenced by § 2.2-4304 and § 2.2-2012 of the Code of Virginia and private institutions of higher education that are listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>.

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Solicitation Name Network Products and Services

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# 1. INTRODUCTION

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## A. RFP Objective and Project Overview

The purpose of this Request for Proposal (“**RFP**”) is to solicit proposals to establish multiple contracts for the purchase of network products and related network design, configuration installation, maintenance and warranty services for the Commonwealth of Virginia (“**Commonwealth**”) and all public bodies as defined by § 2.2-4301 and referenced by § 2.2-4304 and § 2.2-2012 of the Code of Virginia (“**Code**”), and private institutions of higher education that are listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>.

As part of Commonwealth’s K-12 Wi-Fi Upgrade Program, The Virginia Department of Education (“**DOE**”) would like to leverage funding from the FCC E-Rate program to provide network related products and related services to every classroom in in the Commonwealth.

DOE continues its focus on providing high-density, high-throughput, reliable, Wi-Fi access to every K-12 student (*approx. 1,279,773 students*) in schools that have opted to participate. Each school will be unique in its specific requirements, as each school has varying levels of installed access points and wired infrastructure. Customers may require all manner of network products, including but not limited to, routers, modems, wireless access points, Ethernet switches, hardened switches, network appliances, and related design, installation and configuration services.

The Virginia Information Technologies Agency (“**VITA**”), on behalf of the Commonwealth, is seeking a solution that will provide network products and related services. It is VITA’s intent at this time, to make multiple awards per brand.

For the purposes of this RFP, “**Supplier**” (or “**Bidder**” or “**Offeror**”) means any entity that submits a proposal in response to this RFP.

Suppliers may propose any brand of network products. Suppliers should offer that brand’s complete catalog of products and related services. Suppliers proposing 2 or more brands must fill out a separate price sheet (Appendix C) for each brand to be considered for an award. Related services and labor rates may be proposed, which can be quoted in response to an Authorized User’s Request for Quotes (RFQ).

Timely proposals received in response to this RFP will be evaluated by the Network Products and Services evaluation team. Once the proposals have been evaluated, VITA will be in a position to determine the best course of action. Although it is our intent to accomplish substantial improvements and cost efficiencies as the result of this project, VITA may determine that no change is warranted at this time. VITA may, at its sole discretion, make one award, multiple awards, or none at all.

Alliances among Suppliers are acceptable to meet the requirements of this procurement. However, VITA is interested in simplifying processes by having a single point of interface wherever possible.

Section 5 sets forth the detailed requirements. VITA reserves the right to adjust the requirements or scope of this RFP. In the event that any modifications become necessary, an amendment to this RFP will be posted on the Commonwealth’s procurement portal, eVA, located at: <http://www.eva.virginia.gov>.

## B. Innovation to Government

The Commonwealth encourages all Suppliers to bring innovative ideas and/or solutions to government—ideas that result in cost and operational efficiencies or improvements while enhancing the services that governments provide its citizens.



**C. VITA Overview**

VITA is the Commonwealth's consolidated, centralized information technology organization. Established by the General Assembly, VITA's responsibilities fall into three primary categories:

- i). Operation of the IT infrastructure, including all related personnel, for the executive branch agencies declared by the legislature to be "in-scope" to VITA;
- ii). Governance of IT investments in support of the duties and responsibilities of the Chief Information Officer of the Commonwealth;
- iii). Procurement of information technology for VITA and on behalf of other state agencies and institutions of higher education.

## 2. PROPOSAL ADMINISTRATION AND INSTRUCTIONS

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### A. Overview

This RFP was developed to provide all potential Suppliers with the information required to prepare proposals. This section outlines the administrative procedures and guidelines you must use and comply with when preparing a proposal. Nothing in this RFP constitutes an offer or an invitation to contract.

### B. Virginia Public Procurement Act (VPPA)

This RFP is governed by the Virginia Public Procurement Act ("VPPA"), Code § 2.2-4300 *et seq.*, and other applicable laws.

### C. Anti-Discrimination- § 2.2-4310 and § 2.2-4311, and § 2.2-4343.1(E)

By submitting its proposal, a Supplier certifies to the Commonwealth that it 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; and, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the VPPA.

### D. Ethics in Public Contracting - § 2.2-4367 *et seq.*

By submitting its proposal, a Supplier certifies that its proposal is made without collusion or fraud; that the Supplier has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer, or subcontractor in connection with its proposal; and that the Supplier has 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. In addition, a Supplier will disclose any actual or perceived conflicts of interest in its proposal and will notify VITA if it becomes aware of a potential conflict of interest in the future.

### E. Announcement of Award - § 2.2-4300 *et seq.*

If a contract is awarded or announced as a result of this RFP, the purchasing agency will post notice of the award decision on the DGS/DPS eVA web site (<http://www.eva.virginia.gov>) for a minimum of 10 days. No award decision will be provided verbally. Any final contract, including pricing, awarded as a result of this RFP will be made available for public inspection.

### F. Authorization to Transact Business in the Commonwealth - § 2.2-4311.2

All Suppliers organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership, or registered as a registered limited liability partnership must be authorized to transact business as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code, or as otherwise required by law. In its proposal, Supplier must include either (i) Supplier's identification number issued to it by the State Corporation Commission; or (ii) a statement explaining why Supplier is not required to be registered. No award can be made to any Supplier without this information unless this requirement is waived. Appendix D of this solicitation includes a space for Supplier to provide the information required in (i) or (ii) of this subsection. If a Supplier anticipates the use of additional resources through a partnership or subcontracting relationship with other entities, the requirements of this Section 2.F will also apply to any entities that are engaged as partners or subcontractors of Supplier providing services directly to the Commonwealth upon award of a contract.

**G. Prohibited Products and Services - § 2.2-5514**

No Supplier may include as part of its proposal, whether directly or indirectly through subcontractors, any hardware, software, or services that have been prohibited for use on federal systems by the U.S. Department of Homeland Security.

**H. Prohibited Contributions and Gifts - § 2.2-4376.1**

No Supplier that submits a proposal in response to this solicitation, and no individual who is an officer or director of the Supplier shall knowingly provide a contribution, gift, or other item with a value greater than \$50 or make an express or implied promise to make such a contribution or gift to the Governor, his political action committee, or the Secretary of Administration during the period between the submission of the proposal and the award of any resulting contract award with an expected value of \$5 million or more dollars.

**I. Liability**

The issuance of this RFP and the receipt of information in response to this RFP will not cause VITA to incur any liability or obligation, financial or otherwise, to any Supplier. VITA assumes no obligation to reimburse or in any way compensate a Supplier for expenses incurred in connection with its proposal.

**J. Disclosure**

Except as provided in paragraph "L" below, all proceedings, records, contracts and other public records relating to this procurement shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act (§ 2.2-3700 et seq.)

**K. Alternative Dispute Resolution (ADR)**

Where appropriate, VITA encourages the use of Alternative Dispute Resolution ("ADR") in accordance with Code § 2.2-4366.

**L. Trade Secrets and Proprietary Information**

**FAILURE TO COMPLY WITH THE FOLLOWING STATUTORY REQUIREMENTS WILL RESULT IN ALL PROPOSAL MATERIALS BEING SUBJECT TO RELEASE TO OTHER OFFERORS AND THE PUBLIC IN ACCORDANCE WITH THE VPPA AND THE VIRGINIA FREEDOM OF INFORMATION ACT.**

Pursuant to Code § 2.2-4342(F), trade secrets or proprietary information submitted by a bidder or offeror in connection with a procurement transaction (or, if applicable, a prequalification application submitted pursuant to subsection B of § 2.2-4317) shall not be subject to the Virginia Freedom of Information Act (Code § 2.2- 3700 *et seq.*) **if a** Supplier:

- i). invokes the protections of this section in writing prior to or upon submission of the data or other materials,
- ii). identifies specifically the data or other materials to be protected, and
- iii). states the reasons why protection is necessary.

Please note that you may not designate as trade secrets or proprietary information (a) an entire bid, proposal, or prequalification application; (b) any portion of a bid, proposal, or prequalification application that does not contain trade secrets or proprietary information; or (c) line item prices or total bid, proposal, or prequalification application prices. The classification of an entire proposal or of pricing as a trade secret or proprietary information is not acceptable and will not be honored by VITA or the Commonwealth.

You should also provide as a separate appendix to your proposal a list of all pages in the proposal that contain proprietary information and the reason you deem the information proprietary.

Suppliers should keep in mind that procurement and contract records are generally public records open to inspection in accordance with the Virginia Freedom of Information Act

(see Code § 2.2-4342(A)) and that transparency in procurement, contracting, and other governmental functions serves important public policy objectives. See Code §§ 2.2-4300(C) & 2.2-3700(B). Accordingly, Suppliers should not designate as trade secrets or proprietary information any more of their proposal than is necessary.

By submitting a proposal in response to the RFP, a Supplier grants VITA a worldwide, royalty-free, non-sublicensable, non-exclusive, irrevocable license to retain, reproduce, and use the proposal (including any exhibits or other documents or materials the proposal incorporates) in any format for governmental purposes required or provided for by Virginia law. The foregoing includes, but is not limited to, the right for VITA to use information submitted in response to this document in any manner VITA may deem appropriate in evaluating the fitness of the services or solution(s) proposed.

#### **M. Proposal Protocol**

In order to be considered for selection, you must submit a complete response to this RFP no later than 4:00 PM local time on the date specified in the Timetable set forth in Section 2.S of this RFP. It is the responsibility of the Supplier to ensure proposals are delivered to the specified location by the date and time noted in Section 2.S. Faxed or emailed proposals will not be accepted.

Responses to this RFP must be submitted on USB flash drives (“**USB**”). VITA requires that all Suppliers submit their proposals as follows:

1. Two (2) USBs No. 1 containing the proposal sections as specified in Section 3 of this RFP.
2. Two (2) USBs No. 2, containing pricing information only as specified in Section 3 of this RFP.
3. Two (2) USBs No. 3, with redactions, if necessary, consistent with the requirements specified in Section 2.L, Trade Secrets and Proprietary Information.

Proposals must be submitted to the following location:

To: Virginia Information Technologies Agency (VITA)  
ATTN: Jimmy MacKenzie  
Supply Chain Management (SCM)  
11751 Meadowville Lane  
Chester, VA 23836

All proposal materials must be provided in either Microsoft Word or Excel, as specified.

A proposal submitted for consideration must be clearly marked on the outside cover of all envelopes, USBs, boxes or packages with the following:

Name of Supplier  
Street Address or P.O. Box Number  
City, State, Zip Code  
RFP 2021-10

The proposal must be signed by an authorized representative of the Supplier.

Proposals should be prepared and organized as indicated in Section 3, “Proposal Format”, providing a concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.

You should be prepared to incorporate all statements made in your proposal in response to Sections 5, 6, 7, and 8 into the final contract in the event that you are awarded the contract.

**N. Single Point of Contact**

Submit all inquiries concerning this RFP in writing by email, subject: "Questions on RFP # 2021-10 to:

SPOC: Jimmy MacKenzie

Email: [james.mackenzie@vita.virginia.gov](mailto:james.mackenzie@vita.virginia.gov)

VITA cannot guarantee a response to questions received less than five (5) days prior to the proposal due date. No questions will be addressed orally.

To ensure timely and adequate consideration of proposals, **Suppliers are to limit all contact**, whether verbal or written, pertaining to this RFP to the designated SPOC for the duration of this proposal process.

**O. Pre-Proposal Teleconference**

There will be a pre-proposal teleconference held on the date specified in Table 1 in this Section. The pre-proposal conference is open to all interested Suppliers, and you are encouraged to attend. There will be no opportunity for a private or individual tour or presentation. Suppliers are encouraged to submit pre-proposal questions in writing at least 72 hours prior to the pre-proposal teleconference. These questions will be answered as part of the pre-proposal conference.

To participate in the pre-proposal teleconference, register with Jimmy MacKenzie at [james.mackenzie@vita.virginia.gov](mailto:james.mackenzie@vita.virginia.gov) by sending an email stating your firm's name and your participating representative(s). You will receive a teleconference number for the call. It is strongly recommended that you register with Jimmy MacKenzie not later than 4:00 pm local time on the day prior to the teleconference to ensure that Supplier receives a teleconference number.

**P. Evaluation Process**

VITA will review each proposal received by the due date and time to determine whether it meets the Must Have factors of this RFP. All Must Have factors are evaluated on a met-or-not-met basis. Any proposal that does not meet all of the Must Have factors will be set aside and receive no further consideration.

The proposals that meet all the Must Have criteria will be distributed to the evaluation team who will assess and score each Supplier's response to Sections 5-7 and 9 of this RFP based on a review of the submitted materials.

VITA may elect to continue the evaluation of the most qualified proposal (s) and may request that Suppliers clarify or explain certain aspects of their proposals.

A numerical scoring system will be used in evaluation of proposals. The point values assigned to each of the evaluation criteria shall be posted in eVA prior to the due date and time for receiving proposals.

At any point in the evaluation process VITA may employ any or all of the following means of evaluation:

- Reviewing industry research
- Supplier presentations
- Site visits
- Supplier's status as a small business or micro business, including small or micro businesses that are owned by minorities, women, or disabled veterans, and certified by the Department of Small Business and Supplier Diversity ("DSBSD")
- Supplier's planned amount of spend with certified SWaM or micro business (as defined in Section 7 below) subcontractors, and Non-SWaM businesses.
- Supplier's employment of persons with disabilities to perform the specifications of the contract.
- Contacting Supplier's references

- Review of Supplier's ability and willingness to comply with the commonwealth's security and data privacy policies, standards, guidelines and related contract terms as specified in the RFP
- Product demonstrations/pilot tests/detailed demonstrations
- Review of pricing
- Contacting Supplier's customers
- Interviewing key personnel
- Requesting Suppliers elaborate on or clarify specific portions of their proposal, including, as applicable, any responses to the RFP's security requirements

VITA may limit all of the above to the most qualified proposals. No Supplier is guaranteed an opportunity to explain, supplement or amend its initial proposal. Each Supplier is encouraged to ensure that its initial proposal contains and represents its best offering. **You should submit your best proposal and not assume there will be an opportunity to negotiate, amend or clarify any aspect of your initial submitted proposal.**

Each Supplier should be prepared to conduct product demonstrations, pilot tests, presentations or site visits at the time, date and location of VITA's choice, should VITA so request.

VITA will select for negotiation those proposals deemed to be fully qualified and best suited based on the factors as stated in the RFP. Negotiations will be conducted with these Suppliers. After negotiations, VITA may select the proposal(s) that, in its opinion, is the best proposal(s) representing best value and may award a contract to that Supplier(s). For purposes of this RFP, VITA will determine best value based on the value relative to the cost of the Solution, giving consideration to the project's budget objectives.

If any Supplier fails to provide the necessary information for negotiations in a timely manner, or fails to negotiate in good faith, VITA may terminate negotiations with that Supplier at any time.

VITA reserves the right, at its sole discretion, to reject any proposal or cancel and re-issue the RFP. In addition, VITA reserves the right to accept or reject in whole or in part any proposal submitted, and to waive minor technicalities when in the best interest of the Commonwealth.

**VITA SHALL NOT BE CONTRACTUALLY BOUND TO ANY SUPPLIER PRIOR TO THE EXECUTION OF A DEFINITIVE WRITTEN CONTRACT.**

**Q. Evaluation Factors**

The evaluation factors involved in this RFP are as follows:

- i. Must Have (M) factors identified in the table below:

<b><i>Must Have (M) Factors</i></b>
<b>(M)</b> Proposal must be received by the due date and time. No late proposals will be reviewed.
<b>(M)</b> Supplier must qualify and adhere to the Federal E-Rate program.
<b>(M)</b> Supplier must include portfolio experience with comparable projects within in the K-12 market place.
<b>(M)</b> Supplier must provide a valid SPIN ( <i>service provider identification number</i> ) at the time proposal is submitted.
<b>(M)</b> Supplier must agree to provide school districts with completed Item 21, in the Universal Service Administrative Company (USAC) template, that exactly matches the invoices and purchase orders.
<b>(M)</b> Supplier must agree to allow schools to use Service Provider Invoice method whereby suppliers are reimbursed directly by USAC for the E-Rate portion of the costs of goods and services.
<b>(M)</b> For Suppliers who respond that are not manufacturers, Supplier must be OEM certified to sell, install and service hardware that is being proposed. A letter of certification from each OEM proposed is required.
<b>(M)</b> All network hardware provided must be new, genuine OEM products sourced only from OEM approved sources.

- ii. The extent to which the Supplier's proposal satisfies the requirements identified in Sections 5 and 9,
- iii. Supplier's viability and past performance (see Section 6 Supplier Profile), this will include Supplier's diligence and thoroughness in following and completing the requirements of this solicitation.
- iv. Supplier's status as a DSBSD-certified small business or micro business, including small businesses or micro businesses that are owned by minorities or women, and Supplier's proposed Supplier Procurement and Subcontracting Plan (see Section 7).
- v. Cost, which may include submitted price, negotiated price, discounted price, total cost of ownership, etc.

**R. Procurement Website**

The Commonwealth's procurement portal, eVA, located at <http://www.eva.virginia.gov>, provides information about Commonwealth solicitations and awards. Suppliers are encouraged to check this site on a regular basis and, in particular, prior to submission of proposals to identify any amendments to the RFP that may have been issued.



**S. Timetable****Table 1**

Activity	Target Completion Date
RFP posted to eVA	06/28/2021
Register for pre-proposal teleconference due to VITA	07/08/2021
Supplier pre-proposal teleconference	07/09/2021 10:00am Eastern
Deadline for all questions	07/29/2021
Proposals due	08/04/2021 4:00pm Eastern
Presentations and site visits (should VITA elect)	TBD
Contract(s) awarded	TBD

The timetable above is provided for planning purposes only.

**T. eVA Registration Required**

By the date of award, the selected Supplier(s) is required to be registered and able to accept orders through eVA. To register with eVA, select the "Vendor" tab at the eVA website, <http://www.eva.virginia.gov>, for registration instructions and assistance.

**U. Excluded Parties List**

A Supplier will not be awarded a contract if it, or any of its affiliates or subcontractors, is an excluded entity on the federal government's System for Award Management ("**SAM**") at <https://www.sam.gov/SAM/>, or the Commonwealth's Debarment List as provided by Code § 2.2-4321 at the time of award.

### 3. PROPOSAL FORMAT

All Suppliers must adhere to the specific format set forth in Table 2 below in order to aid the evaluation team in its efforts to evaluate all proposals fairly and equitably. Proposals that deviate from the requested format will require additional time for review and evaluation. **VITA may reject any proposal that is not in the required format, or does not address all the requirements of this RFP.**

Proposals should be written specifically to answer this RFP. General “sales” material should not be used within the body of the proposal and any additional terms or conditions on the “sales” material will be considered invalid. If desired, you may attach its “sales” material in a separate appendix to your response.

It is essential that your proposal be thorough and concise. You should avoid broad, unenforceable, or immeasurable responses and should include all requested information in each section as indicated below.

In order to facilitate VITA’s review of the submitted proposals, you must provide the requested information in the following format: YOU MUST PLACE YOUR NAME, not “VITA”, IN EACH FILE NAME (e.g., ABC Corp No Name Transmittal.doc). Quantities of each USB are specified in Section 2.M, Proposal Protocol. VITA will not separate a proposal into the requisite USB.

#### A. Supplier's Proposal Format

Table 2

USB No.	Section Title	Contents/Deliverables (Each a separate file)
1.	<b>Transmittal</b>	A signed cover letter, identifying the individuals authorized to negotiate on behalf of the Supplier and their contact information. A copy of a completed eVA registration confirmation.
1.	<b>Executive Summary</b>	Top level summary of the most important aspects of the proposal, containing a concise description of the proposed solution(s). Requested limitation: 2 pages.
1.	<b>Detailed Description of Proposed Solution(s)</b>	Supplier’s response by item in the tables set forth in Section 5, clearly identifying and detailing the proposed Solution, and any processes, methodologies, and resources required by the Solution type defined in Section 5. Requested limitation: 25 pages.
1.	<b>Supplier Profile</b>	Pursuant to Section 6.
1.	<b>Supplier Procurement and Subcontracting Plan</b>	Pursuant to Section 7 and <u>Appendix B</u> .
1.	<b>Contracts and Appendix E</b>	Any comments or edits regarding VITA’s proposed contractual terms and conditions pursuant to Section 9, provided and submitted in redline format in the contract document along with the completed table from <u>Appendix E</u> setting forth your reasons for the requested changes to each clause individually.
1.	<b>Appendices</b>	Should include any required appendices including <u>Appendix D</u> , the completed State Corporation Commission form. Any optional information Supplier may wish to submit, not including pricing data.

USB No.	Section Title	Contents/Deliverables (Each a separate file)
2.	Pricing	Detailed pricing as specified in Section 8 and <u>Appendix C</u> . Submitted in a separate envelope. Do not include any pricing data in any other section of your proposal.
3.	Redaction	Fully redacted proposal.

By submitting a proposal, you certify that all information provided in response to this RFP is true and accurate.

## 4. PRESENT SITUATION

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This section presents background information on the potential users of Network Products and Services. It is not intended to set forth requirements.

The Commonwealth's Authorized Users have made a substantial investment in various brands of network products and services. Since 2016, VITA's current network products and services contracts have generated over \$70 million in sales. As this number is based on past usage, and may fluctuate up or down, the Commonwealth is not in a position to guarantee minimum volume commitments. Nevertheless, the Commonwealth's Authorized Users expect that their pricing will be significantly improved, based on the aggregate purchasing power of the Commonwealth, while also maintaining or improving their current service levels.

## 5. FUNCTIONAL AND TECHNICAL REQUIREMENTS

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

Detailed requirements are presented in questionnaire format to facilitate direct responses and establish accountability regarding delivery of Solution by Suppliers. You must respond to each requirement by entering, in the space provided in Column A, a code that best corresponds to its intended response for the requirement listed.

The acceptable codes for Column A are as follows:

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

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

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

VITA has posed some open-ended questions. In those instances, Supplier must provide adequate information to allow VITA to properly evaluate its proposal.

**See Microsoft Excel document labeled Appendix F for requirements.**

## 6. SUPPLIER PROFILE

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### A. Supplier Proposal Compliance

Before submitting your proposal, you should verify that: (i) your proposal is accurate and complete; (ii) your proposal is prepared in accordance with the solicitation requirements, including providing all information, content, responses and appendices requested and, (iii) all required communication, format and submission instructions are followed.

### B. Supplier Corporate Overview

#### 1. Business

State your firm's core business, background, and experience in the relevant market, (not to exceed 3 pages).

#### 2. Corporate Identity

Please provide the identity of any parent entity, including address, phone and fax numbers, FEIN or tax ID No., company web site and contact email. Provide the identity of any of your subsidiaries, as applicable (not to exceed 3 pages).

#### 3. Organization and Structure

Please provide an overview of your firm's organizational operating structure and describe the operational and functional relationships of the business units within your organization, as they relate to your proposal and VITA's stated needs and requirements. Organizational charts are helpful supplements to the descriptions.

Indicate whether your firm expects to provide the Solution with existing resources or plans to secure additional resources by partnering or subcontracting. If applicable, identify the additional resources required to provide the Solution included in the proposal and the timetable for obtaining such resources. If your firm expects to utilize a partnership or subcontracting relationship, any such partner or subcontractor shall comply with the requirements of Section 2.F above.

#### 4. Locations

Please describe the geographical locations of your firm at the national, regional, and local levels, as applicable. Identify all locations that will be used to support any contract resulting from this RFP and the operations handled from these locations. Clearly identify any overseas locations that may be used to support the resultant contract or any related data transactions.

#### 5. Strategic Relationships

Please identify any and all strategic relationships with other related Suppliers you have or anticipate having. State all subcontractors expected to be employed and outsourced Solution to be used in implementing the proposed solution. VITA reserves the right to request that Supplier provide all the information described in this section for any and all major subcontractors proposed by Supplier.

**C. Financial Information****1. Total Annual Revenue**

Please state your total annual revenue and indicate the revenues associated with the provision of Solution relevant to your proposal.

**2. Dun and Bradstreet Credit Report**

Include your firm's current full D&B Business Report, if D&B issues reports on Supplier.

**D. Supplier Experience Level and Customer References**

You should have a demonstrable, proven record of providing Solution similar to those defined in Section 5 to customers of similar scope and complexity in the K-12 marketplace. Please provide three K-12 customer references, with contact names, email addresses, phone numbers, Solution descriptions, and dates implemented that VITA may use as a reference check in evaluating your proposal. VITA will make such reasonable investigations as deemed proper and necessary to determine the ability of a Supplier to perform a resultant contract. These may include, but may not be limited to, reference checks and interviews. The references should be from organizations where Supplier is providing (or has provided) Solutions that are similar in type and scope to those identified in Section 5 within the last three years.

**Supplier Reference #1: Reference's Organization Name**

Reference's Current Point of Contact Name	Point of Contact E-mail	Point of Contact Phone Number	Reference's Contract No.
Reference's Project Manager Name	Project Manager E-mail	Project Manager Phone Number	Project Description
Reference's Contract Manager Name	Contract Manager E-mail	Contract Manager Phone Number	Date Implemented

**Supplier Reference #2: Reference's Organization Name**

Reference's Current Point of Contact Name	Point of Contact E-mail	Point of Contact Phone Number	Reference's Contract No.
Reference's Project Manager Name	Project Manager E-mail	Project Manager Phone Number	Project Description
Reference's Contract Manager Name	Contract Manager E-mail	Contract Manager Phone Number	Date Implemented

**Supplier Reference #3: Reference's Organization Name**

Reference's Current Point of Contact Name	Point of Contact E-mail	Point of Contact Phone Number	Reference's Contract No.



<b>Reference's Project Manager Name</b>	<b>Project Manager E-mail</b>	<b>Project Manager Phone Number</b>	<b>Project Description</b>
<b>Reference's Contract Manager Name</b>	<b>Contract Manager E-mail</b>	<b>Contract Manager Phone Number</b>	<b>Date Implemented</b>

**E. Performance Standards Methodology**

Please describe the methodology used to develop your firm's internal performance standards, the processes and tools used to monitor and measure performance against those standards, and the management reporting systems that capture these data.

Indicate your firm's present customer satisfaction rating, summarize customer satisfaction criteria, and describe the methodology used to measure customer satisfaction. Please include any relevant publication ratings or articles.

**F. Governance and Compliance Management**

Please describe your firm's management processes that ensure governance and compliance with all federally mandated laws and regulations used by your industry, and in provision of your services to your customers. Also, please provide a detailed description on how you will provide governance and compliance with any of VITA's or Authorized User's required security and data privacy requirements, or any other requirements specified in this RFP, that are not currently managed by your firm, but that you will be willing to do should an award be made to your firm.

**G. Security Risk Management Overview**

Please provide an overview of your firm's comprehensive security risk management processes including your application, monitoring, and management of the controls used. Provide details as to how you establish the context for security risk-based decisions, how you assess the risk, how you respond to the risk once it's determined, and how you monitor the risk on an ongoing basis using communications and feedback for continuous improvement within your organization.

**H. Disaster Recovery**

Describe in detail your firm's plans to mitigate against any disaster that would affect the ability to provide VITA with the proposed Solution.

**I. Service and Support Management****1. Post Implementation and Account Management Plan**

1. Provide a detailed description of the approach that your firm would recommend in order to achieve maximum service levels within a minimal amount of time following service implementation.

**2. Account Management Plan**

1. Provide a detailed description of the approach that your firm would take in order to manage the business and performance aspects of an awarded contract.

**3. Project Team**

1. Provide the resumes of all key members of the project team, including, if applicable, the Account Manager, Contract Administrator, Project Managers, and Regional Vice President(s) responsible for the accounts of VITA and all other public bodies as defined by Code § 2.2-4301 and referenced by Code §§ 2.2-4304 and 2.2-2012 and for private institutions of higher education that are listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>.

2. Describe the level of access the proposed project team members have within your organization and the authority they have to commit resources to meet unexpected surges in activity and/or to respond to service issues.

3. Describe your firm's vetting practices, including background checks, fingerprinting and citizenship verification, for employees and subcontractors who have access to your firm's security infrastructure and cloud hosting operations (if your proposal offering includes hosting by your firm or a third party) and any federal vetting requirements that your firm currently complies with/has complied with. Also, describe how your firm would comply with a customer's particular security vetting requirements.

4. Provide the time frame for the availability of project team members and the percentage of time these individuals are expected to be assigned to the VITA account. VITA may require a Supplier to involve VITA in the selection and rotation of any key account team members assigned to VITA.

## 7. SUPPLIER PROCUREMENT AND SUBCONTRACTING PLAN

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It is the policy of the Commonwealth to contribute to the establishment, preservation, and strengthening of small businesses and micro businesses, including those small or micro businesses owned by women, minorities, or service-disabled veterans; and to encourage their participation in Commonwealth procurement activities. Further, VITA is committed to enabling a minimum of three percent (3%) participation by small businesses that are service disabled veteran-owned businesses, as defined in Code §§ 2.2-2000.1 and 2.2-4310, when contracting for information technology goods and services. The Commonwealth encourages all Suppliers to provide for the participation of these small businesses through partnerships, joint ventures, subcontracts, and other contractual opportunities.

Any business that is a small business, a small woman-owned business, a small minority-owned business, or a small service disabled veteran-owned business, as defined in Code § 2.2-4310 or § 2.2-1604, or a certified micro business as defined in Executive Order Number 20 (2014), is a “**SWaM**” business. If your firm is a SWaM business, you should include a copy of all Virginia SWaM certifications with its proposal. No Supplier will be considered a SWaM business unless certified by the DSBSD. For information, go to: <http://www.sbsd.virginia.gov/>.

Please provide a Supplier Procurement and Subcontracting Plan as set forth in Appendix B. In the submitted Supplier Procurement and Subcontracting Plan, please state the amount of the overall commitment percentage that will be directly spent with SWaM subcontractors in performing the Requirements of the contract. Please also include in your plan a list of all subcontractors you plan to utilize who are Non-SWaM businesses. If Supplier does not plan to use small business subcontractors in executing a contract resulting from this RFP, so state.

Describe in detail information on all mentor-protégé programs and participation that your firm is involved with.

## 8. PRICING INFORMATION

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VITA requests that each Supplier provide detailed pricing for each of the pricing methods set forth. Pricing must be comprehensive. Additional information and backup detail should be attached as appropriate. Any scheduled price change must be identified, and actual new prices and proposed effective dates must be stated.

Submit all pricing data in the Excel Pricing Submittal spreadsheet provided. Altered formats or blank data will be considered incomplete and may be eliminated from further consideration.

Your pricing proposal must include all charges of any kind associated with the Solution. Pricing must include the Industrial Funding Adjustment (“**IFA**”) (see Section 9 of this RFP) and eVA fees. VITA will not be liable for any fees or charges for the Service/Solution that are not set forth in the Excel Pricing Submittal. Any attempt to add these fees to submitted pricing will not be considered.

You must be willing and able to successfully provide the Solution proposed for the prices given and to complete the project on a firm fixed-price.

The pricing information supplied with your proposal must be valid for at least 120 calendar days from the submission date. If you wish to reserve the option to withdraw the pricing during that period, you must state so clearly in your proposal.

You must disclose pricing assumptions where possible. For example, if unit price is based on a certain volume, that assumption should be indicated. You must clearly identify any discount targets/ranges available.

**See Microsoft Excel document labeled Appendix C for pricing.**

## 9. VITA STANDARD AGREEMENT

Any resulting agreement will be defined by a written contract, which shall be binding only when fully executed by both parties. A copy of VITA's standard Solution contract is provided as part of this RFP as a separate MS Word document titled, "Information Technology Network Products and Services Contract".

In the event that Supplier is a software reseller, VITA will consider the software publisher's license agreement language if the software publisher requires an End User License Agreement ("**EULA**"). In such case, Suppliers are advised that VITA will require Supplier to obtain VITA's License Agreement Addendum to the EULA to address terms and conditions in that EULA that VITA, as a government entity, by law or by policy, cannot agree.

If a Supplier's proposed Solution requires VITA to execute an EULA, Supplier shall contact the SPOC, who will provide Supplier with VITA's "License Agreement Addendum" terms.

You must complete and submit a copy of the "VITA Solution Contract" with all changes indicated in redline format for VITA's review and evaluation along with your proposal, as well as a completed table in the format provided in [Appendix E](#), "RFP Section 9.0 - Supplier Exceptions to VITA Contract Template" setting forth your rationale and reasons for each of the proposed modifications. Only exceptions or recommended language revisions submitted with your proposal will be considered during negotiations. Please note, exceptions or recommended language revisions to the liability provisions of the contract will not be considered at this time. If your firm is selected to go forward into negotiations, you will be required to state any exceptions to any liability provisions contained in the Request for Proposal and the VITA Contract Template at that time via email to the designated VITA SPOC.

All Suppliers are encouraged to utilize the SPOC to address any questions you may have regarding any part of the VITA Contract.

Include the completed table below in your response to this RFP.

Issue:	Supplier's response (Y & N)
Do you agree that the contents of your response to Sections 5, 7 and 8 will become part of any contract that may be entered into as a result of this RFP?	
Will you agree to begin measuring the service level ( <a href="#">Appendix A</a> ) within 60 days of the start of the implementation of the Solution?	
The contract will include performance standards, measurement criteria and significant corresponding financial remedies.  Do you agree to include the Service Levels and remedies for non-compliance as defined in <a href="#">Appendix A</a> in the final contract?	
Do you agree to include mutually agreed upon cost reduction initiatives, which will be periodically updated during the term of the contract?	
Do you agree that all provisions of the VITA Contract NOT addressed by you in the <a href="#">Appendix E</a> table are acceptable?	
Do you acknowledge that you will submit a Supplier Procurement and Subcontracting Plan stating whether or not and how you will be utilizing small businesses in your proposal? See Section 7.	

Supplier acknowledges that no federal funds may be used to obtain any Service/Solution under a contract awarded, pursuant to this RFP, to any Supplier who appears on any excluded lists on the federal government's System for Award Management ("SAM") at <a href="https://www.sam.gov/SAM/">https://www.sam.gov/SAM/</a> .	
If Supplier proposes a solution that will require the Commonwealth to execute a EULA, either as a signed agreement or as "clickwrap", with a software manufacturer, Supplier shall, for each such software manufacturer, obtain the written consent of such software manufacturer to the terms and conditions of VITA's "License Agreement Addendum" attached as Exhibit X and provide a copy of each such consent with its proposal.	
Do you affirm that your response meets all of the Mandatory requirements listed in section 2.Q?	
Do you affirm that your organization is properly registered with the Virginia State Corporation Commission to conduct business in the Commonwealth? Supplier is to complete <u>Appendix D</u> and submit with its proposal.	
Do you affirm that any anticipated partner or subcontractor that will provide Services/Solutions directly to the Commonwealth is properly registered with the Virginia State Corporation Commission to conduct business in the Commonwealth? Supplier is to complete and additional <u>Appendix D</u> for all anticipated partners or subcontractors and submit with its proposal.	
Do you affirm that your organization and all affiliates are current with all sales tax obligations to the Commonwealth as of the due date of the proposals in response to this RFP?	
<p>Do you agree to accept the VITA <b>"Mandatory Contract Terms"</b> consisting of the:</p> <ul style="list-style-type: none"> <li>• "Core Contractual Terms";</li> <li>• "Required eVA Terms and Conditions"; and</li> <li>• "Mandatory Internal Revenue Service (IRS) Publication 1075 (required for FTI data only)"?</li> </ul> <p>The provisions of each are set forth at the following URL:</p> <p><a href="https://www.vita.virginia.gov/supply-chain/scm-policies-forms/mandatory-contract-terms/">https://www.vita.virginia.gov/supply-chain/scm-policies-forms/mandatory-contract-terms/</a></p>	

Do you agree to comply with the Supplier's Monthly Report of Sales and Industrial Funding Adjustment requirements (see details in standard contract included as an Attachment to the RFP)?	



## **Appendix A – Service Level Agreements (SLAs)**

---

**Supplier to provide applicable SLAs for the proposed Solution.**

# Appendix B - Supplier Procurement and Subcontracting Plan

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

Supplier Name: \_\_\_\_\_

Preparer Name: \_\_\_\_\_ Date: \_\_\_\_\_

### Instructions

- A. If you are certified by the DSBSD as a small business or as a micro business, complete only Section A of this form. This includes DSBSD-certified small women, small minority, or Service Disabled veteran-owned businesses when they have received DSBSD small business certification.
- B. If you are not a DSBSD-certified small business, complete Section B of this form.

### Section A

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

- \_\_\_\_\_ Small Business
- \_\_\_\_\_ Small and Women-owned Business
- \_\_\_\_\_ Small and Minority-owned Business
- \_\_\_\_\_ Small Service Disabled Veteran-owned Business
- \_\_\_\_\_ Micro Business
- \_\_\_\_\_ Micro Business and Women-owned Business
- \_\_\_\_\_ Micro Business and Minority-owned Business
- \_\_\_\_\_ Micro Service Disabled Veteran-owned Business

Certification Number: \_\_\_\_\_  
Certification Approval Date: \_\_\_\_\_  
Certification Expiration Date: \_\_\_\_\_

### Section B

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

Small Business Name & Address DSBSD Certificate # (Leave certificate number blank if Non-SWaM)	Status if Small Business is also: Women (W), Minority (M) Service-Disabled Veteran (D), Micro Business (O) Non-SWaM (NS)	Contact Person, Telephone & Email	Type of Goods and/or Services
<b>SWaM Overall Commitment Percentage</b>  <b>Please state here the overall commitment percentage for DSBSD-certified SWaM businesses directly performing the Requirements of this Contract:</b>  <b>Note: The percentage above ONLY APPLIES to DSBSD-certified SWaM businesses who are directly performing the Requirements of this Contract. Do not include in the percentage any businesses performing the Requirements of this Contract that are non-SWaM businesses.</b>			

## **Appendix C – Pricing**

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**See Microsoft Excel document labeled Appendix C for pricing.**

**RFP 2021-10**  
**Appendix C Pricing**  
**Product Market Basket**

Item	Description	QTY	MFG	MFG Part Number	Price Per Item	E-Rate Eligible Price	E-Rate Ineligible Price	Total Price
Data Center Distribution Switch	Data center distribution switch with up to 3.6 Tbps of switching capacity with 24 x 1/10/25-Gbps fiber ports and 6 x 40/100 Gbps QSFP28 ports, or equivalent. Includes software licenses and 12 month service agreement for 8x5 support and Next Business Day replacement, or equivalent.	4						
Network Core Switch	Network core switch with up to 3.2 Tbps of switching capacity. 32 x 40 Gbps QSFP+ ports, or equivalent. Includes software licenses and 12 month service agreement for 8x5 support and Next Business Day replacement, or equivalent.	2						
Distribution Switch	Distribution switch with up to 1.92 Tbps of switching capacity and 24-port 40G QSFP ports, or equivalent. Includes software licenses and 12 month service agreement for 8x5 support and Next Business Day replacement, or equivalent.	3						
Access Switch	Cloud managed GUI-based layer 3 switch, or equivalent. Interfaces: 24 x mGig ports, 24 x 1G ports, 2 x 40G or 4 x 10G fiber uplinks, or equivalent. Stacking capability, or equivalent. PoE up to 30W per 1G port, or equivalent. 802.1X Authentication. IPv4 ACLs. Two power supplies, or equivalent. Include 100GbE QSFP Cable, 0.5 Meter, or equivalent. Includes 2 year software and hardware support license, or equivalent.	45						
SD- WAN Router	SD-WAN GUI-based router and security appliance, or equivalent. Interfaces: 2 x 10GbE SFP+ (WAN), 8 x GbE (RJ45), 8 x GbE (SFP), 8 x 10GbE (SFP+), or equivalent. Stateful firewall throughput: 6 Gbps. VPN throughput: 2 Gbps, or equivalent. Includes 2 year software and hardware support license, or equivalent.	4						
Indoor Access Point	Cloud-managed 802.11ax access point, or equivalent. 4x4:4 MU-MIMO with beamforming and 3.5 Gbps max rate, or equivalent. 802.1X. 2 year software and hardware support license, or equivalent.	25						
Outdoor Access Point	Cloud-managed 802.11ax outdoor access point, or equivalent. Supports operating temperature range: -40 °F to 131 °F, or equivalent. 4x4:4 MU-MIMO with beamforming and 3.5 Gbps max rate, or equivalent. 802.1X. 2 dual-band omni antennas, or equivalent. 2 year software and hardware support license, or equivalent.	10						

RFP 2021-10  
Appendix C Pricing  
Product Discounts

MFG Name  
URL link to Public Pricelist

Product	Category	Spend (Per order)	State Discount % (Off Publically Available Price List)	Academic Discount % (Off Publically Available Price List)
Switches		\$0-\$50,000		
		\$50,001- \$100,000		
		\$100,001- \$200,000		
		\$200,001- \$300,000		
		\$300,001- \$500,000		
		\$500,001- Plus		
Routers		\$0-\$50,000		
		\$50,001- \$100,000		
		\$100,001- \$200,000		
		\$200,001- \$300,000		
		\$300,001- \$500,000		
		\$500,001- Plus		
Security (Firewalls)		\$0-\$50,000		
		\$50,001- \$100,000		
		\$100,001- \$200,000		
		\$200,001- \$300,000		
		\$300,001- \$500,000		
		\$500,001- Plus		
Wireless		\$0-\$50,000		
		\$50,001- \$100,000		
		\$100,001- \$200,000		
		\$200,001- \$300,000		
		\$300,001- \$500,000		
		\$500,001- Plus		
Network Appliances		\$0-\$50,000		
		\$50,001- \$100,000		
		\$100,001- \$200,000		
		\$200,001- \$300,000		
		\$300,001- \$500,000		
		\$500,001- Plus		
Maintenance		\$0-\$50,000		
		\$50,001- \$100,000		
		\$100,001- \$200,000		
		\$200,001- \$300,000		
		\$300,001- \$500,000		
		\$500,001- Plus		
Other Applicable Products				

(Supplier may add additional categories)			

- \*Supplier is to enter the discount % for each Product Category in both Discount Columns.**
- \* If unable to offer Academic discount % please insert State discount % in the Academic Discount % Column.**
- \*Supplier is to provide the URL link to the publicly available pricelist.**
- \*Delivery Terms : F.O.B. Destination**
- \*Supplier may add columns as required for additional MFGs**

RFP 2021-10  
Appendix C Pricing  
Service Rates

Service Description	Hourly Rate  (Normal business hours)	Hourly Rate  (After normal business hours)
Network architecture, analysis and design services		
Network equipment installation/configuration services		
Network equipment repair services		
Network technical support services		
Network engineering services		
Network training services		
Other applicable network services (Supplier may fill in additional services)		

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

*\*Supplier shall provide specifications for services listed above.*



## **Appendix D – State Corporation Commission Form**

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### **Virginia State Corporation Commission (“SCC”) registration information. The Supplier:**

☐ is a corporation or other business entity with the following SCC identification number:  
\_\_\_\_\_ **-OR-**

☐ is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

☐ is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the Supplier in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from Supplier's out-of-state location) **-OR-**

☐ is an out-of-state business entity that is including with this proposal an opinion of legal counsel that accurately and completely discloses the undersigned Supplier's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

**\*\*NOTE\*\*** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver): ☐

## Appendix E – Supplier Exceptions to VITA Contract Template

*Note to Supplier: You may add rows as needed or change the layout for this page to landscape.*

Page Number	Contract Section/Subsection	Exception Explanation

## **Appendix F – Requirements**

---

**See Microsoft Excel document labeled Appendix F for requirements.**

**RFP 2021-10**  
**Appendix F**  
**Requirements**

## Instructions

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

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

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

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

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

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

	General	A	B
1.1	Does your Solution comply with all current COV ITRM Policies and Standards, as applicable, found at: <a href="https://www.vita.virginia.gov/it-governance/itrm-policies-standards/">https://www.vita.virginia.gov/it-governance/itrm-policies-standards/</a> If proposed solution does not, please provide details that specify the Standard/Policy and how Supplier's solution does not comply.		
1.2	Do your proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at <a href="https://www.vita.virginia.gov/media/vitavirginiagov/it-governance/docs/COV_Adopted_Standards.xlsx">https://www.vita.virginia.gov/media/vitavirginiagov/it-governance/docs/COV_Adopted_Standards.xlsx</a> If not, please explain.		
1.3	Does your Solution include personnel with working knowledge of the rules and regulations regarding the Federal E-Rate program? If yes, please explain.		
1.4	Does your Solution include a valid SPIN number ( <i>Service Provider Identification Number</i> ) ? If yes, please provide number.		
1.5	Does your Solution include a valid SPI ( <i>Service Provider Invoice</i> ) ? If yes, please provide.		
1.6	Does your organization currently have existing K-12 customers in the Commonwealth? If yes, please explain.		
1.7	Does your Solution include a complete manufacturer's catalog, including all network products and related services? If yes, please provide detail on how this will be accomplished.		
1.8	Does your Solution have the capability of providing network products and related services to all public bodies in the entire Commonwealth? If yes, please provide detail on how this will be accomplished?		
1.9	Does your Solution include the use of subcontractors or alliances? If yes, please describe the type of work that will be performed by them.		
1.10	Does your Solution include a punch-out catalog website? VITA encourages Suppliers to develop a catalog website that interfaces with eVA. Refer to: <a href="https://eva.virginia.gov/pages/eva-catalog-creation.htm">https://eva.virginia.gov/pages/eva-catalog-creation.htm</a>  Please provide either screen shots or a link to serve as an example.		
1.11	Does your organization currently interface, via a punch out to your application, with existing customer e-procurement portals similar to the Commonwealth's eVA portal solution?		
1.12	Does your Solution include product incentives, credits and or rebate programs? If yes, please provide details.		
1.13	Does your Solution include volume-tiered discounts on products? If yes, Please provide details.		
1.14	Does your Solution provide any additional related services that would be an added value to the Commonwealth? If so, please explain and provide details.		
1.15	Does your Solution include a dedicated account manager for the duration of any awarded contract? If yes, please explain.		
1.16	Will your organization market and promote any resulting contract to schools, universities, local and non-Executive Branch state agencies? If yes, please provide details.		
1.17	Does your Solution include any additional marketing services that would be an added value to the Commonwealth? If yes, please provide details.		

1.18	Does your Solution include a customer support program for the duration of any resulting contract? If yes, please describe your organization's ability to keep users informed of new products, changes in technology and other related market information.		
1.19	<p>Does your Solution or any of your subcontractors' components include any Kaspersky-branded products? See definition below. If yes, please describe. <i>"Kaspersky-branded products" means information security products, solutions, and services supplied, directly or indirectly, by AO Kaspersky Lab or any of its predecessors, successors, parents, subsidiaries, or affiliates, including Kaspersky Lab North America, Kaspersky Lab, Inc., and Kaspersky Government Security Solutions, Inc. (collectively, "Kaspersky"), including those identified below:</i></p> <p><i>Kaspersky-branded products currently known to DHS are: Kaspersky Anti- Virus; Kaspersky Internet Security; Kaspersky Total Security; Kaspersky Small Office Security; Kaspersky Anti Targeted Attack; Kaspersky Endpoint Security; Kaspersky Cloud Security (Enterprise); Kaspersky Cybersecurity Services; Kaspersky Private Security Network; and Kaspersky Embedded Systems Security.</i></p>		
1.20	<p>Does your solution provide effective, interactive control and use with nonvisual means and provide 508 Compliance in accordance with the following standard regarding IT Accessibility and 508 Compliance:  <a href="https://www.vita.virginia.gov/media/vitavirginiagov/it-governance/psqs/domain-amp-topic-reports/pdf/ETAITAccessibilityTopicReportGOV103.pdf">https://www.vita.virginia.gov/media/vitavirginiagov/it-governance/psqs/domain-amp-topic-reports/pdf/ETAITAccessibilityTopicReportGOV103.pdf</a></p> <p>(Refer to <a href="https://www.section508.gov/">https://www.section508.gov/</a> and <a href="http://www.access-board.gov">www.access-board.gov</a> for further information)</p> <p>If yes, please describe how this functionality is achieved and include a completed Voluntary Product Accessibility Template (VPAT) with your proposal. The VPAT template can be accessed at the following URL:  <a href="https://www.section508.gov/sell/vpat">https://www.section508.gov/sell/vpat</a></p> <p>If no, does your Solution provide alternate accessibility functionality? Please describe.</p>		

	Ordering & Reports	A	B
2.1	Will your organization respond to an order request within one (1) business day? Please provide detail on how this will be accomplished.		
2.2	Does your Solution include shipment of all "in-stock" hardware, not requiring configuration or installation, within 48 hours of receiving an order? If yes, please explain.		
2.3	Does your Solution include an in-house order tracking system that can be accessed by a customer? If yes, please provide details.		
2.4	Does your Solution include restocking fees for returned standard off-the-shelf products? If yes, please explain.		
2.5	Does your Solution include an ordering/billing dispute process to resolve ordering/billing issues? If yes, please explain.		
2.6	Does your Solution include reports detailing equipment that has been ordered by customers? If yes, please provide examples.		
2.7	Does your Solution include reports detailing where hardware has been installed? If yes, please provide examples.		
2.8	Does your Solution include any additional inventory management reports that would be an added value to the Commonwealth? If yes, please provide details.		
2.9	Does your Solution include any invoice/purchase order reports regarding Item 21, in the Universal Service Administrative Company (USAC) template? If yes, please explain.		
2.10	Does your Solution include any reports regarding SPIN number and SPI invoicing? If yes, please explain.		

	<b>Design, Plan, Install, and Configuration</b>	<b>A</b>	<b>B</b>
<b>3.1</b>	Can your organization work around various school schedules to avoid impacting classroom or busy office times? Please explain.		
<b>3.2</b>	Can your organization commit to 8 hour work days starting at the end of a school day but not charging after normal business hour rates. (e.g. working from approximately 3pm to 11pm) If yes, please explain.		
<b>3.3</b>	Does your Solution include in house resources that can analyze an existing school's network in order to plan, design and configure a high-density, reliable wireless and wired network? If yes, please explain.		
<b>3.4</b>	Does your Solution include detailed methods/practices for designing/installing/validating high-capacity wired and wireless networks? If yes, please explain.		
<b>3.5</b>	Does your Solution include technicians that can physically mount and install network hardware, including access points and switches? If yes, please explain and list how many field technicians that support installations.		
<b>3.6</b>	Does your Solution include technicians that can test/validate that a hardware deployment meets network coverage and performance requirements? If yes, please explain.		
<b>3.7</b>	Does your Solution include documentation given to customers that includes all installed equipment, part numbers, quantities, serial numbers, and equipment naming? If yes, please explain.		
<b>3.8</b>	Does your Solution include customer training on installed hardware? If yes, please explain.		



	<b>Warranty, Service &amp; Maint.</b>	<b>A</b>	<b>B</b>
<b>4.1</b>	Does your Solution include warranty and software updates? If yes, please explain.		
<b>4.2</b>	During the warranty period, does your Solution include the replacement or repair of failed equipment at no additional cost to an authorized user? If yes, please explain.		
<b>4.3</b>	Does your Solution include warranty replacement hardware and system software that is equal to or better than, and compatible with, the hardware and system software being replaced? If yes, please explain.		
<b>4.4</b>	Does your Solution include documentation describing how it provides technical support for its current customers? If yes, please explain.		
<b>4.5</b>	Does your replacement hardware/system software/parts assume the warranty coverage terms of the replaced hardware and system software? If yes, please explain.		
<b>4.6</b>	Does your Solution honor all warranties extending beyond the expiration or cancellation of any resulting contract as if the contract were still in effect on all hardware, replacement hardware and system software? If yes, please explain.		
<b>4.7</b>	Does your Solution include profiles for the personnel that will be assigned to this contract? If yes, please explain.		
<b>4.8</b>	Does your Solution include at least one certified engineer or equivalent on staff? If yes, please explain.		
<b>4.9</b>	Does your Solution include technicians who have and maintain current industry-required certifications? If yes, please provide details.		
<b>4.10</b>	Does your Solution include service representatives and technicians providing telephone support located in the continental United States? If yes, please explain.		
<b>4.11</b>	Does your Solution include the use of loaner equipment if inop equipment will be out of operation for more than 24 hours? If yes, please explain.		
<b>4.12</b>	Does your Solution include a list of counties in Virginia where your organization is able to provide a 2 hour on-site response time to facilitate quick response to significant network outages that require on-site support? If yes, please provide detail.		



# **Information Technology Network Products and Services Contract**

between

The Virginia Information Technologies Agency

on behalf of

The Commonwealth of Virginia

and

ePlus Technology, Inc.

# INFORMATION TECHNOLOGY NETWORK PRODUCTS AND SERVICES CONTRACT

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## INFORMATION TECHNOLOGY NETWORK PRODUCTS AND SERVICES CONTRACT

THIS INFORMATION TECHNOLOGY NETWORK PRODUCTS AND SERVICES CONTRACT ("**Contract**") is entered into by and between the Virginia Information Technologies Agency ("**VITA**"), pursuant to § 2.2-2012 of the *Code of Virginia* ("**Code**") and on behalf of the Commonwealth of Virginia ("**Commonwealth**"), and ePlus Technology, Inc. ("**Supplier**"), a corporation headquartered at 13595 Dulles Technology Drive, Herndon, Virginia 20171 to be effective as of 12/14/2021 ("**Effective Date**").

### 1. PURPOSE AND SCOPE

VITA, on behalf of the Commonwealth and the Virginia Department of Education ("**DOE**"), is engaging Supplier to provide network products and related services for the Commonwealth as part of the Commonwealth's K-12 Wi-Fi Upgrade Program, which utilizes funding from the FCC E-Rate program to provide hardware and services to classrooms throughout the Commonwealth. Supplier shall provide these products and services to all public bodies as defined by §2.2-4301 and referenced by §2.2-4304 and §2.2-2012 of the Code, as well as private institutions of higher education that are listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>. The products and services provided may include any combination of hardware, installation, configuration, design, warranty, maintenance services, and repair. This Contract sets forth the terms and conditions under which Supplier shall provide these network products and services to Authorized Users ordering pursuant to this Contract.

This Contract is a jointly and cooperatively procured contract under § 2.2 -4304 of the Code. Accordingly, Supplier agrees that other public bodies outside of the Commonwealth may purchase the products and services furnished pursuant to this Contract, provided those entities execute a participating addendum that incorporates the terms and conditions of the Contract.

### 2. DEFINITIONS

Capitalized terms used in this Contract have the meaning as provided (i) where each term is used in the Contract unless the term is (ii) set forth in this "Definitions" section below which lists the capitalized terms used in this Contract and provides a definition for the term.

#### A. Acceptance

The written acknowledgement by the Authorized User of successful delivery and performance by the Supplier of its contractual commitments at the location(s) designated in the applicable order or Statement of Work ("**SOW**"), including completed and successful acceptance testing in conformance with the Requirements as determined by the Authorized User and set forth in the applicable order or SOW.

#### B. Authorized Users

All public bodies, including VITA, as defined by Code § 2.2-4301 and referenced by Code §§ 2.2-4304 and 2.2-2012, authorized to participate in the procurement of information technology under this Contract. Authorized Users include private institutions of higher education that are listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>.

Pursuant to Code § 2.2-4304, "Authorized Users" also includes those public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, the District of Columbia, the U.S. General Services Administration, or the Metropolitan Washington Council of Governments that have executed a participating addendum with the Supplier to utilize this Contract.

#### C. Claim

Any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements), and costs. Collectively, "Claims".

#### D. Code

The Code of Virginia, as in effect and amended from time-to-time.

#### E. Commercial Off-The-Shelf ("**COTS**") Software

Software that is general in nature, not broad enterprise applications, which can be purchased and used immediately "as is," without modification, in the same form in which it was sold in the commercial marketplace. Standard options are not considered modifications.



**F. Commonwealth**

The Commonwealth of Virginia.

**G. Commonwealth Indemnified Parties**

The Commonwealth, public bodies of the Commonwealth, VITA, and Authorized Users, together with their respective officers, directors, agents, and employees.

**H. Component**

Any part or service of the Solution, Software, or Deliverable delivered by Supplier under this Contract, including under all orders or SOWs.

**I. Computer Virus**

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

**J. Concurrent Users**

The maximum number of concurrent active users utilizing the Software at a given point in time.

**K. Confidential Information**

Non-public proprietary or trade secret information of VITA, Supplier, or an Authorized User, whether the information is in written, graphic, machine readable or other tangible form, and which at the time of disclosure to any other Party is either (i) marked as being "Confidential" or "Proprietary"; (ii) Personally Identifiable Information, including information about VITA's employees, contractors, and customers, or Sensitive Data, including PHI; or (iii) information that is protected by statute or other applicable law. In the case of VITA, "Confidential Information" also includes any (a) information to which the Supplier has access in VITA facilities or VITA's systems, (b) Work Product and information pertaining to the Work Product, (c) VITA data, VITA software, and systems access codes, and (d) information concerning VITA's and any other Authorized User's operations, plans, employees, contractors or third party suppliers

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

- i. in the public domain through no fault of the receiving Party or of any other person or entity that is similarly contractually or otherwise obligated;
- ii. obtained independently from a third-party without an obligation of confidentiality to the disclosing Party and without breach of this Contract;
- iii. developed independently by the receiving Party without reference to the Confidential Information of the other Party; or
- iv. required to be disclosed under The Virginia Freedom of Information Act (§§2.2-3700 et seq. of the Code of Virginia) or similar laws or pursuant to a court order.

**L. Consumables**

Toner, drums, fuser agent, developer, ink cartridges, maintenance kits, feeder rollers, transfer kits, waste toner boxes and cleaning kits, and other products which may be needed for the operation of the devices provided by the Supplier on behalf of the Authorized User in order to fulfill the services.

**M. Contract**

This agreement, including all exhibits, schedules, and attachments, including any modifications or amendments thereto, entered into by VITA and Supplier.

**N. Contractor**

The use of the term "**Contractor**" in any of the following terms, conditions, links, or IRS Publication 1075 means the same as the term "**Supplier**" as defined and used in this Contract.

**O. Deliverable**

Software, Documentation, Components, plans, reports, data, Work Product, and any other materials, items or events, in each case described or itemized as something that is developed, prepared or created and delivered or required to be developed, prepared or created and delivered or made available to VITA or other Authorized User as part of the Services, Maintenance

Services, Licensed Services, Application, Solution, Product, Software, System Software, Supplier Product, or Updates, including the development or creation of Work Product.

**P. Documentation**

Those materials (including user manuals, training materials, guides, product descriptions, technical manuals, product specifications, supporting materials and Updates) detailing the information and instructions needed in order to allow any Authorized User and its agents to make productive use of the Application, Software, Solution, Product, Service, Licensed Services or Deliverable, including any and all components, and to implement and develop self-sufficiency with regard to the Application, Software, Solution, Product, Service, Licensed Services or Deliverable, including any and all components, provided by Supplier in fulfilling its obligations under the Contract or as may be specified in any order or SOW issued pursuant to this Contract.

**Q. E-rate Program**

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

**R. Effective Date**

The date this Contract goes into full force and effect as set forth in the preamble of this Contract above.

**S. Eligible Entity**

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

**T. Eligible Services**

Products and Services that are eligible for E-rate Program support.

**U. Escrow Agent**

The person or entity that holds and maintains all Software source code and related technical and user Documentation, along with a signed copy of the Escrow Agreement attached to this Contract as Exhibit E, in trust for the Parties as set forth in the "Escrow Agreement" section of this Contract below.

**V. Federal Tax Information ("FTI")**

FTI consists of federal tax returns and return information (and information derived from it) that is in the possession or control of any Authorized User, which is covered by the confidentiality protections of the Internal Revenue Code ("IRC") and subject to the IRC § 6103(p)(4) safeguarding requirements including IRS oversight. FTI is categorized as "Sensitive" but "Unclassified" information and may contain personally identifiable information.

**W. Industrial Funding Adjustment ("IFA")**

The fee paid by Supplier to VITA to compensate VITA for the cost of procuring and managing the Contract.

**X. Inventory Record**

A record of all units of Product covered under warranty or maintenance by type, quantity, and location, including the end date for each unit's warranty period or maintenance term, as applicable.

**Y. Maintenance Coverage Period ("MCP")**

The period of time during which Supplier is obligated to provide Maintenance Services for a unit of Software or Product.

**Z. Maintenance Level**

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

**AA. Maintenance Services**

Those services, preventive and remedial, provided or performed by Supplier under the Contract or for an Authorized User in order to ensure continued operation of the Product, Hardware, or Software, including Software Updates. Maintenance Services include support services. Maintenance Services for Software may include the development of Work Product, if so authorized in the Contract.

**BB. Multifunction Device (“MFD”)**

A device which includes various capabilities, including by not limited to, copying, printing, faxing and scanning as determined by the applicable original equipment manufacturers specifications.

**CC. Network Appliance**

A separate and discrete hardware device, with pre-installed integrated Software (System Software), configured to provide a specific computing resource. Network Appliance(s) are usually “closed and sealed” and are not serviceable by the Authorized User.

**DD. Operating Condition**

The condition that allows the Software or Product to function in a normal, acceptable working manner, as designed by the Software or Product manufacturer, and, if applicable, in compliance with any service levels established in the Contract or any order or SOW issued under the Contract.

**EE. Original Equipment Manufacturer (“OEM”)**

The original equipment manufacturer, or in the case of software, the software publisher/licensor of, Maintenance Services, Licensed Services, Application, Solution, Solution Component, Software, System Software, plans, reports, data, Product, and Updates.

**FF. Party**

Supplier, VITA, or in the case of a SOW, any Authorized User.

**GG. Performance Changes**

Any engineering changes that affect the ability of the Product(s) provided by Supplier pursuant to this Contract to meet the published specifications.

**HH. Preventative Maintenance**

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

**II. Response Time**

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

**JJ. Product**

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

**KK. Receipt**

An Authorized User has physically received or has unfettered access to any Deliverable at the correct “ship-to” location.

**LL. Requirements**

The functional, performance, operational, compatibility, Acceptance testing criteria, and other parameters and characteristics of the Product, Software, Solution, Service(s), Application and Licensed Services and Deliverables, including any and all components, as authorized by any combination of the Contract, as set forth in Exhibit A or the applicable order or SOW, and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Parties.

**MM. Safety Changes**

Any engineering changes that affect the safety of the Product(s) provided pursuant to this Contract.

**NN. Services**

Any work performed or service provided by Supplier – including the configuration of software and modifications, software updates, solution, products, implementation, installation, maintenance, support, testing, training, or other provision of service – in meeting the Requirements and fulfilling Supplier's obligations under the Contract or, as applicable, under any order or SOW authorized by the scope of the Contract. "Services" includes all functions, responsibilities, activities, and tasks of the Supplier that are an inherent, necessary, or customary part of the Services, or are required for the proper performance or provision of the Services. As permitted by the scope of the Contract, "Services" may not include the creation, or development of Work Product.

**OO. Software**

The programs and code provided by Supplier under the Contract or any order or SOW issued hereunder as a component(s) of any Deliverable or component of any Solution, and any subsequent modification of such programs and code, excluding Work Product. For COTS Software, "Software" means the programs and code, and any subsequent releases, provided by Supplier under this Contract as set forth in Exhibit B or as described on Supplier's US and International price lists in effect at time of Authorized User's placement of order or Statement of Work. If this Contract is for Software Maintenance, "Software" also includes the programs and code provided by Supplier under the Contract or any order or SOW issued pursuant to the Contract in the form of Software Updates.

**PP. Software Publisher**

The third-party licensor of the Software, other than the Supplier, provided by Supplier under this Contract.

**QQ. Solution**

The Supplier's contractually committed technical approach for solving an information technology business objective and associated Requirements as defined and authorized by the scope of the Contract or any order or Statement of Work issued under the Contract. Solution means all Supplier and Supplier's third-party providers' components making up the Solution, including but not limited to Software, Product, configuration design, implementation, Supplier-developed interfaces, Services and Work Product.

**RR. Statement of Work ("SOW")**

Any document in substantially the form of Exhibit C (describing the deliverables, due dates, assignment duration, Acceptance criteria, and payment obligations for a specific project, engagement, or assignment that Supplier commits to provide to an Authorized User), which, upon signing by both Parties, is made a part of the Contract.

**SS. Subcontractor**

Any entity to which Supplier (or other Subcontractor of any tier) has subcontracted for performance of, or delegated any of its responsibilities under the Contract, including an affiliate of the Supplier.

**TT. Supplier**

The entity set forth in the preamble of this Contract and any entity that controls, is controlled by, or is under common control with Supplier.

**UU. Supplier Personnel**

Any and all of Supplier's employees, agents, contractors, or Subcontractors performing under this Contract.

**VV. Supplier Reporting System ("SRS")**

The VITA system used by Supplier to fulfill reporting obligations under this Contract. The SRS can be accessed at the following URL(s): <https://www.vita.virginia.gov/procurement/supplier-reporting/supplier-reporting-system-access/>, or any successor URL(s).

**WW. SWaM**

Any entity certified by the Commonwealth's Department of Small Business and Supplier Diversity as a small, women-owned, minority-owned, or service disabled veteran-owned business, as defined in Code §§ 2.2-2000.1 and 2.2-4310, or a certified micro business as defined in Executive Order Number 20 (2014).

**XX. System Software**

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

**YY. Transition Out Plan**

The written plan developed by Supplier addressing the transition of Supplier's contractual obligations, in whole or in part, away from the Supplier and to Authorized User, or its designee, after the expiration or termination of the Contract.

**ZZ. Transition Period**

The period of time after the expiration or termination of the Contract that Supplier is obligated to continue providing assistance to Authorized Users so as to transition the Supplier's contractual obligations, or any portion thereof, to any other supplier.

**AAA. Total Sales**

Sales under this Contract for which Supplier has received full and complete payment from an Authorized User.

**BBB. Update**

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

**CCC. VITA**

The Virginia Information Technologies Agency, an agency of the Commonwealth of Virginia pursuant to Chapter 20.1 (§§ 2.2-2005 et seq.) of the Code, or any successor agency.

**DDD. Warranty Period**

The period of time during which Supplier is obligated to provide maintenance for a unit of Software or Product.

**EEE. Web Site**

The Internet site operated by Supplier to provide access to the Application, with the Uniform Resource Locator ("URL") specified in the applicable order or SOW (or any successor URL(s)).

**FFF. Work Product**

Inventions, combinations, machines, methods, formulae, techniques, processes, improvements, software designs, computer programs, strategies, specific computer-related know-how, data and original works of authorship discovered, created, or developed by Supplier, or jointly by Supplier and an Authorized User(s) in the performance of this Contract. Work Product does not include configuration of software, nor does it include anything developed by Supplier prior to, or outside of, this Contract.

**3. TERM AND TERMINATION**

**A. Contract Term**

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, will be effective and legally binding for a period of two (2) years ("Initial Term"). VITA, in its sole discretion, may renew this Contract for up to four (4) additional one (1) year renewal periods (each a "Renewal Term") after the expiration of the Initial Term. Collectively, the Initial Term and all exercised Renewal Terms constitute the "Contract Term". VITA will issue a written notification to the Supplier stating VITA's intention to exercise a renewal period no less than 30 calendar days prior to the expiration of any current term. In addition, performance of an order or SOW issued during the Contract Term may survive the expiration of the Contract Term, in which case all contractual terms and conditions required for the operation of such order or SOW will remain in full force and effect until all of Supplier's obligations pursuant to such order or SOW have met the final Acceptance criteria of the applicable Authorized User.

**B. Termination for Convenience**

VITA may terminate this Contract, in whole or in part, at any time and for any reason upon not less than 30 calendar days prior written notice to Supplier. An Authorized User may terminate an order or SOW, in whole or in part, at any time and for any reason upon not less than 30 calendar

days prior written notice to Supplier. Any termination under this provision will not affect the rights and obligations attending any order or SOW outstanding at the termination date.

**C. Termination for Breach**

In the event of breach by the Supplier, VITA will have the right to terminate this Contract, in whole or in part, and an Authorized User may terminate an order or SOW issued hereunder, in whole or in part. Supplier will be deemed in breach in the event that Supplier fails to meet any material obligation set forth in this Contract or in any order or SOW issued hereunder. Any termination under the provisions of this section will be deemed a "Termination for Breach".

If VITA deems the Supplier to be in breach, VITA shall provide Supplier with notice of breach and allow Supplier 15 business days to cure the breach. If Supplier fails to cure the breach as noted, VITA may immediately terminate this Contract or any order or SOW issued pursuant to this Contract, in whole or in part. If an Authorized User deems the Supplier to be in breach of an order or SOW, that Authorized User shall provide Supplier with notice of breach and allow Supplier 15 business days to cure the breach. If Supplier fails to cure the breach as noted, the Authorized User may immediately terminate its order or SOW, in whole or in part. In addition, if Supplier is found by a court of competent jurisdiction to be in violation of or to have violated 31 U.S.C. § 1352, or if Supplier becomes a party excluded from Federal Procurement and Nonprocurement Programs, VITA may immediately terminate this Contract, in whole or in part, for breach, and VITA shall provide written notice to Supplier of such termination. Supplier shall provide prompt written notice to VITA if Supplier is charged with violation of 31 U.S.C. § 1352, or if federal debarment proceedings are instituted against Supplier.

**D. Termination for Non-Appropriation of Funds**

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

**E. Effect of Termination**

Upon termination, neither the Commonwealth, nor VITA, nor any Authorized User will have any future liability except for Deliverables accepted by an Authorized User or Services (including any applicable Licensed Services and Maintenance Services) rendered by Supplier and accepted by the Authorized User prior to the termination date.

In the event of a Termination for Breach, Supplier shall accept return of any Deliverable that was not accepted by the Authorized User, and Supplier shall refund any monies paid by any Authorized User for the unaccepted Deliverable. The Authorized User will also have the right, in its sole discretion, to return any accepted Deliverable and Supplier shall refund any monies paid for the accepted Deliverable, less a reasonable value for the use of those components. Supplier will bear all costs of de-installation and return of Deliverables.

**F. Termination by Supplier**

In no instance will termination by Supplier be considered. Failure by an Authorized User to make timely payments owed to Supplier for its performance under this Contract will constitute a breach by that Authorized User. Supplier's remedy for a breach is limited to the remedies set forth in Code § 2.2-4363 and the "Remedies" section of this Contract below.

**G. Transition of Services**

At the request of an Authorized User prior to or upon expiration or termination of this Contract, Supplier shall provide all assistance as the Authorized User may reasonably require to transition the Supplier's contractual obligations, or any portion thereof, to any other supplier with whom the Authorized User contracts for provision of same. This Transition Period obligation may extend beyond expiration or termination of the Contract for a period of twenty four (24) months. If this Contract includes Supplier's provision of licensed products, Supplier shall take no action to restrict or terminate the use of such licensed products after the date of expiration or termination of the Contract or during any Transition Period, or both. Authorized Users shall pay for any additional maintenance or licensing fees during any Transition Period at the hourly rate or at a fee agreed upon by Supplier and the applicable Authorized User. Supplier shall provide all



reasonable transition assistance requested by the applicable Authorized User to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to Authorized User. The transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to transition assistance. Further, any Transition Period will not affect any Authorized User's rights in regards to any purchased Software perpetual licenses which are paid in full.

**H. Contract Kick-Off Meeting**

Within 30 calendar days of the Effective Date, Supplier may be required to attend a contract orientation meeting, along with the VITA contract manager/administrator, Authorized User project manager(s) or authorized representative(s), and any other significant stakeholders who have a part in the successful performance of this Contract. The purpose of this meeting will be to review all contractual obligations for both parties, all administrative and reporting requirements, and to discuss any other relationship, responsibility, communication and performance criteria set forth in the Contract.

**I. Transition Out Plan**

Within three (3) months of the Effective Date, Supplier will develop and distribute to the applicable Authorized User a Transition Out Plan. The Supplier will maintain the Transition Out Plan throughout the Term, and update the Transition Out Plan as needed and subject to Authorized User's approval.

**J. Contract Closeout**

Prior to the Contract's expiration date, Supplier may be provided contract closeout documentation by VITA. If contract closeout documentation is provided, then Supplier shall complete, sign, and return to VITA Supply Chain Management any required documentation within 30 calendar days of receipt to ensure completion of closeout administration and to maintain a positive performance reputation with the Commonwealth. Any required closeout documentation not received within 30 calendar days of Supplier's receipt of the Commonwealth's request will be documented in the contract file as Supplier non-compliance. Supplier's non-compliance may affect any pending payments due to the Supplier, including final payment, until the documentation is returned to VITA.

**4. SUPPLIER PERSONNEL**

**A. Selection and Management of Supplier Personnel**

Supplier shall ensure that all Supplier Personnel performing under this Contract are competent and knowledgeable of the contractual arrangements and the applicable order or SOW between Authorized User and Supplier. Supplier acknowledges that Supplier is the employer of all Supplier employees and shall have the sole responsibility to supervise, counsel, discipline, review, evaluate, set the pay rates of, provide (to the extent required by law) health care and other benefits for, and terminate the employment of Supplier employees. Supplier shall be solely responsible for the supervision and conduct of Supplier Personnel, including all acts, omissions, gross negligence, and willful misconduct of Supplier Personnel. Additionally, Supplier shall ensure that Supplier Personnel comply with the appropriate Authorized User's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws, including export regulations. Authorized User reserves the right to require the immediate removal from such Authorized User's premises of any Supplier Personnel whom such Authorized User believes has failed to comply with the above or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

**B. Key Personnel**

An order or SOW may designate certain of Supplier's personnel as "Key Personnel" or "Project Managers". Supplier's obligations with respect to Key Personnel and Project Managers will be described in the applicable order or SOW. Any changes to Key Personnel must be mutually agreed to in writing by Supplier and Authorized User. Failure of Supplier to perform in accordance with such obligations may be deemed a breach of this Contract or of the applicable order or SOW.

**C. Subcontractors**

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

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

**5. NEW TECHNOLOGY**

**A. Access to New Technology**

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

**B. New Services Offerings Not Available from Supplier**

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

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

**6. GENERAL WARRANTY**

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

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

**A. Ownership**

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

Supplier is the owner of the Product or otherwise has, to the best of its knowledge, the right to grant to the Commonwealth or any Authorized User title or the right to use the Product provided pursuant to this Contract. Upon Supplier's receipt of payment, the Commonwealth or ordering Authorized User, as applicable, will obtain good and clear title to the Product, excluding the System Software, free and clear of all liens, claims, security interests, and encumbrances.

**B. Coverage Period**

During the Warranty Period of one (1) years, or OEM manufacturer's warranty period, or as specified in the applicable order or SOW, Supplier warrants that any Deliverables provided by Supplier under this Contract will meet or exceed the Requirements. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the warranty period that result in supplier's failure to meet the Requirement, or its contractual obligations.

**C. Performance Warranty**

With respect to Supplier's performance under this Contract:



- i. Supplier shall perform all contractual obligations with the care, skill and diligence, consistent with or above applicable professional standards currently recognized in Supplier's profession, and Supplier shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all plans, information, specifications, Deliverables, and Services furnished under this Contract; and
- ii. Supplier shall ensure that any contractually-obligated Services or Deliverables, or both, meet or exceed the Requirements and that any Product will function in conformance with the Requirements.

**D. Documentation and Deliverables**

- i. Any required Documentation Supplier is obligated to provide under this Contract will be sufficient in detail and content to allow an appropriately trained user/programmer to understand and fully utilize, as applicable, the Deliverables without reference to any other materials or information.
- ii. All Deliverables provided or delivered pursuant to this Contract are at the current release level unless an Authorized User specifies an older version in its order or SOW.
- iii. No Update, engineering change, or revision made to any Supplier-provided Deliverables will (a) degrade the performance of any Deliverable or its components to a level below that defined in the Requirements or the Product manufacturer's or Software Publisher's published specifications, as applicable; (b) cause any other warranty to be breached; or (c) require an Authorized User to acquire additional hardware equipment or software.

**E. Malicious Code**

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

Notwithstanding any rights granted under this Contract or at law, Supplier waives, under any and all circumstances, any right it has or may have in the future to exercise its license termination rights by electronic means. Supplier agrees that an Authorized User may pursue all remedies provided under law in the event of a breach or threatened breach of this section, including injunctive or other equitable relief.

**F. Open Source**

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

**G. Supplier Viability**

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

**H. Supplier's Past Experience**

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

**7. SOFTWARE LICENSE**

Any and all license rights granted pursuant to this Contract will be held pursuant to the terms of the "Licensing Within the Commonwealth" section of this Contract below.

**A. License Grant**

Software Licensed by Software Publisher

Any Software provided by Supplier as part of its Solution that is licensed directly from the Software Publisher through an End User Licensing Agreement ("EULA"). Such EULA may be subject to the License Agreement Addendum ("LAA") attached to this Contract as Exhibit F. Authorized User shall have sole responsibility for ensuring that any such Software Publisher executes the LAA. The Software Publisher's EULA, along with the LAA executed by Software Publisher will be added to Exhibit F for reference, but will not become a part of this Contract.

**B. License Type**

All licenses granted, regardless of the type, include all uses set forth above. License type may vary by Software product and will be set forth in Exhibit B and identified on any order or SOW issued pursuant to this Contract.

The license(s) granted to an Authorized User under this Section authorize the use of the Software only on the number of CPU(s) listed in the applicable order or SOW. An Authorized User may transfer the Software to a different machine to the extent that the license price for the new CPU(s) is equivalent to the CPU(s) initially licensed. If the licensed CPU is inoperative because of (i) malfunction; (ii) performance of maintenance; (iii) modification to the licensed CPU; or (iv) transfer of Software to another CPU, the Authorized User may use the Software on a replacement CPU as long as required by the above-stated conditions.

**C. Authorized User Compliance**

Compliance with the terms and conditions of any license granted pursuant to this Contract is solely the responsibility of the Authorized User that purchased the license or for whom that license was purchased. VITA will have no responsibility for compliance with the terms and conditions of the purchased license, unless VITA purchased the license on its own behalf.

**D. No Subsequent, Unilateral Modification of Terms by Supplier ("Shrink Wrap")**

The terms and conditions set forth in this section supersede and govern the licensing and delivery of all Products and Services in this Contract. The terms and conditions of this Contract will supersede any other provision or other unilateral license terms that may be issued by Supplier after the Effective Date, regardless of when those provisions were proposed or the fact that another agreement may be affixed to, or accompany, Software upon delivery ("shrink wrap").

**E. Reservation of Rights**

Nothing contained in this section will be construed to restrict or limit the rights of the Commonwealth or any Authorized User to use any technical data that the Commonwealth or Authorized User may already possess or acquire under proper authorization from other sources.

**8. SYSTEM SOFTWARE LICENSE**

Any and all license rights granted pursuant to this Contract will be held pursuant to the terms of the "Licensing within the Commonwealth" section of this Contract below.

**A. License Grant**

Any System Software provided by Supplier as part of its Product that is licensed directly from the Software Publisher through an End User Licensing Agreement ("EULA"). Such EULA may be subject to the License Agreement Addendum ("LAA"), as amended, attached to this Contract as Exhibit F. Authorized User shall have sole responsibility for ensuring that any such Software Publisher executes the LAA. The Software Publisher's EULA, along with the LAA executed by Software Publisher will be added to Exhibit F for reference, but will not become a part of this Contract.

**B. Authorized User Compliance**

Compliance with the terms and conditions of any license granted pursuant to this Contract is solely the responsibility of the Authorized User that purchased the license or for whom that license was purchased. VITA will have no responsibility for compliance with the terms and conditions of the purchased license, unless VITA purchased the license on its own behalf.

**C. No Subsequent, Unilateral Modifications of Terms by Supplier ("Shrink Wrap")**

The terms and conditions set forth in this section supersede and govern the licensing and delivery of all Products and Services in this Contract. The terms and conditions of this Contract supersede any other provision or other unilateral license terms that may be issued by Supplier after the

Effective Date, regardless of when those provisions were proposed, or the fact that another agreement may be affixed to, or accompany, System Software upon delivery.

**D. Reservation of Rights**

Nothing contained in this section will be construed to restrict or limit the rights of the Commonwealth or any Authorized User to use any technical data that the Commonwealth or Authorized User may already possess or acquire under proper authorization from other sources.

**9. SOFTWARE LICENSE FOR SOFTWARE MAINTENANCE SERVICES**

License rights to the Software Updates and license types will be the same license rights and license types as for the Software. The license rights and license types for Software, and Software Updates, are set forth in Exhibit B attached to this Contract. License to any Software Update will commence upon installation of the Software Update on the Authorized User's system. License rights will be held pursuant to the "Licensing Within the Commonwealth" section of this Contract below.

**10. PRODUCT SCOPE OF USE**

Any Authorized User may use the Product, and any Software licensed in connection with the Product, on a worldwide basis for the benefit of itself and its agents. Supplier further authorizes use of the Product by third parties who are under contract with an Authorized User to provide outsourcing services. If the Commonwealth or an Authorized User takes title under the terms of this Contract to any Products with System Software that is integral to the Products, there will be no restrictions on subsequent resale or distribution of the Products and System Software by the Commonwealth or the Authorized User.

**11. DELIVERY AND INSTALLATION**

**A. Scheduling of Software Installation**

Supplier shall deliver Software and perform the Services according to the delivery dates set forth on the appropriate order or SOW.

**B. Installation of Software**

**1. Supplier Installation of Software**

The Software license fee includes initial installation. Supplier is required to install the Software in accordance with the installation schedule set forth on the applicable order or SOW. Supplier shall conduct its standard appropriate diagnostic evaluation at the Authorized User's user site to determine that the Software is properly installed and fully ready for productive use, and shall supply the Authorized User with a copy of the results of the diagnostic evaluation promptly after completion of installation.

Supplier agrees that failure to install the Software in accordance with the delivery schedule in the applicable order or SOW shall constitute a material breach of this Contract resulting in damages to the Authorized User. As an estimate of the damages such Authorized User shall suffer, Supplier agrees to credit such Authorized User an amount equal to one-half percent (0.5%) of the total license fee, for each day of undelivered or delivered but non-operational Software for a period of thirty (30) days following the agreed upon delivery date. If the delay lasts longer than thirty (30) days, such Authorized User may immediately cancel the order or SOW and collect the damages for that period of late delivery. Such Authorized User reserves any and all other remedies available at law or in equity for delays lasting longer than thirty (30) days or for non-delivery.

**2. Authorized User Installation of Software**

If an Authorized User elects to install the Software itself or to contract with a third party to perform installation services, the Software shall be deemed to be installed when all programs, program libraries and user interfaces are copied to and initialized on the appropriate equipment as executable by having the ordering Authorized User, its Agent, or its third party installer invoke the primary function of each major component of the Software or when Acceptance criteria have been met. Authorized User shall provide to Supplier written notice of Acceptance upon completion of installation and successful Acceptance testing.

**C. Documentation of Software Configuration**

If the Services include configuration of Software by Supplier, Supplier shall provide to the appropriate Authorized User documentation containing a description of the configuration. Such documentation shall be sufficiently detailed such that any appropriately trained employee or Agent of any Authorized User may reconstruct the configuration of the Software.

**D. Scheduling of Software Maintenance**

Supplier shall deliver Software Updates according to the delivery dates set forth on the appropriate order or SOW, or as mutually agreed by Supplier and Authorized User.

**E. Installation of Software Updates**

Software Updates will be deemed to be installed when all Acceptance criteria as specified in the Authorized User's order or SOW have been met.

**F. Product Delivery Procedure**

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

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

**G. Late Delivery of Product**

Supplier acknowledges and agrees that failure to deliver the Product ordered in accordance with the agreed upon delivery schedule as set forth in this Section will constitute a material breach of this Contract resulting in damages to the ordering Authorized User, the total sum of which would be impracticable or impossible to ascertain as of the Effective Date of this Contract. As an estimate of the minimum amount of damages such Authorized User will suffer, Supplier agrees to credit the Authorized User an amount equal to once-half percent (0.5%) of the total purchase price for each day that the Product is undelivered or nonoperational for a period of thirty (30) calendar days following the agreed upon delivery date, or if none specified, following the date order or SOW was received by Supplier. Delivery timetables for Products are subject to availability and OEM procedures, which Supplier does not control. As such, Supplier will not be liable for any liquidated damages caused by delays caused by the OEM. If the delay lasts longer than thirty (30) calendar days, the Authorized User may immediately cancel the order or SOW and collect as late delivery damages ten (10) percent of the total purchase price. Any credit due the Authorized User will be applied to the next periodic invoice. Supplier shall use its best efforts to notify the Authorized User if shipping delays occur but will not be responsible for delays in Product Delivery caused by third parties

In the event the Supplier fails for any reason to deliver the Product within thirty (30) calendar days of the agreed upon delivery date set forth in the order/schedule, or if no date was specified, following the date the order or SOW was received by Supplier, then the ordering Authorized User, at its own discretion, may give Supplier oral or written notice of cancellation regarding the subject order or SOW. Once notice by the Authorized User is sent or given, the Authorized User may immediately procure the undelivered items, or substantially similar items, from another source. Once the Authorized User has effected a purchase from an alternate source, the Authorized User

may charge-back Supplier. Supplier agrees to reimburse the Authorized User for any difference in cost between the original contract price and the Authorized User's cost to cover from the alternate source. In no event will any Authorized User be held to pay Supplier any costs incurred by Supplier, including but not limited to ordering, marketing, manufacturing, or delivering the item(s), which are subject of such Authorized User's notice of cancellation. Further, the Authorized User reserves any and all other remedies available at law or in equity.

#### **H. Product Trade-in and Upgrade**

TBD

#### **I. Product Installation**

Unless otherwise agreed, Supplier shall provide the initial installation of all Product at no additional charge. Installation will include: unpacking, removal of all shipping/packing materials, positioning, connecting to internal utility services, testing, and related necessary services to allow for Acceptance by the Authorized User.

All Product installations shall comply with building and facilities standards established by the ordering Authorized User. If Authorized User installs the Product, Supplier shall provide all reasonably necessary telephone assistance at no charge.

### **12. ACCEPTANCE AND CURE PERIOD**

#### **A. Services Acceptance Criteria**

Service(s) will be deemed accepted when the Authorized User determines that the Service(s) meet(s) the Requirements set forth in the applicable order or SOW. Supplier shall ensure any individual Deliverable functions properly with any other Deliverables provided pursuant to the order or SOW. In the event that a previously Accepted Deliverable requires further modification in order to work properly with any other Deliverable, Supplier shall be responsible for all costs associated with the modification.

Authorized User shall commence Acceptance testing within five (5) calendar days after Receipt of the Service, or within such other period as set forth in the applicable order or SOW. Acceptance testing will last no longer than ten (10) calendar days, unless otherwise agreed to in writing between Authorized User and Supplier, for each Deliverable, or for the first instance of each Service type set forth in Exhibit B. Supplier shall provide the Authorized User any assistance and advice as the Authorized User may reasonably require, at no additional cost, during Acceptance testing. Authorized User shall provide Supplier written notice of Acceptance upon completion of installation and successful Acceptance testing. In the event that the Authorized User fails to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) business days following the Acceptance testing period, the Service will be deemed Accepted.

#### **B. Services Cure Period**

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit the non-conforming Service for re-testing within seven (7) calendar days of Supplier's receipt of written notice of non-conformance, unless otherwise agreed to between the Authorized User and Supplier in the applicable order or SOW. Should Supplier fail to cure the non-conformity or deliver a Service which meets the Requirements, the Authorized User may, in its sole discretion:

- i. reject the Service in its entirety, and any Service rendered unusable due to the non-conforming Service, and recover amounts previously paid to Supplier for all such Services;
- ii. issue a "partial Acceptance" of the Service with an equitable adjustment in the price to account for such deficiency; or
- iii. conditionally accept the applicable Service while reserving its right to revoke Acceptance if Supplier fails to make a timely correction.

Failure of a Service to meet, in all material respects, the Requirements after the second set of acceptance tests may constitute a breach by Supplier. In the event of such breach, the Authorized User may, at its sole discretion, terminate its order or SOW, in whole or in part, for the Services to be provided by Supplier.

#### **C. Software Acceptance Criteria**

Software is deemed accepted when the Authorized User determines, in writing, that the Software successfully operates in accordance with the Requirements. The Authorized User will commence



Acceptance testing within five (5) calendar days after receipt of the Software, or within such other period as set forth in the applicable order or SOW. The Acceptance testing period for the first instance of each product type set forth in Exhibit B will last no longer than ten (10) calendar days, unless a longer period is agreed to in writing between Authorized User and Supplier. Supplier shall provide Authorized User with any assistance and advice the Authorized User may reasonably require throughout the Acceptance testing period. Supplier shall provide this assistance and advice at no additional cost, other than pre-approved travel expenses incurred which are reimbursable by the Authorized User pursuant to the terms and conditions of the "Reimbursement of Expenses" section of this Contract below. Authorized User shall provide to Supplier written notice of Acceptance upon completion of successful Acceptance testing. In the event that Authorized User fails to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) business days following the end of the Acceptance testing period, the Software will be deemed Accepted.

**D. Software Cure Period**

Supplier shall correct any non-conformities identified during Acceptance testing and re-submit the corrected Software for re-testing within seven (7) calendar days of the appropriate Authorized User's written notice of non-conformance, or as otherwise agreed between the Authorized User and Supplier in the applicable order or SOW. In the event Supplier fails to cure the non-conformity or deliver Software that meets the Requirements, the Authorized User may, in its sole discretion: (i) reject the Software in its entirety and recover amounts previously paid to Supplier; (ii) issue a "partial Acceptance" of the Software with an equitable adjustment in the price to account for any deficiency; or (iii) conditionally accept the applicable Software while reserving its right to revoke Acceptance if timely correction is not forthcoming. Failure of the Software to meet, in all material respects, the Requirements after the second set of Acceptance tests will constitute a breach by Supplier and the Authorized User may, at its sole discretion, terminate its order or SOW, in whole or in part, for the Software and Services to be provided by Supplier. In addition, Supplier shall refund any monies previously paid by the Authorized User for Software or Services that were to be provided pursuant to the order of SOW.

**E. Software Maintenance Acceptance Criteria**

A Software Update shall be deemed accepted when the Authorized User determines that such Software Update meets the Requirements set forth in the applicable order or SOW. Authorized User shall commence Acceptance testing within five (5) days, or within such other period as set forth in the applicable order or SOW, after receipt of the Software Update. Acceptance testing will be no longer than ten (10) days, or such longer period as may be agreed in writing between Authorized User and Supplier, for the first instance of each Update. Supplier agrees to provide to such Authorized User such assistance and advice as such Authorized User may reasonably require, at no additional cost, during such Acceptance testing. Any travel expenses must be pre-approved by the Authorized User and will be reimbursable by such Authorized User at the then current per diem amounts as established by the Virginia Department of Accounts <http://www.doa.virginia.gov> or a successor URL(s)). Authorized User shall provide to Supplier written notice of Acceptance upon completion of installation and successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) days following the Acceptance testing period, the Service shall be deemed Accepted.

**F. Software Maintenance Cure Period**

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

**G. Product Acceptance Criteria**

Product will be deemed accepted when the ordering Authorized User determines that the Product successfully operates in accordance with the Requirements. The Authorized User shall commence Acceptance testing within five (5) calendar days, or within the period set forth in the applicable order or SOW, after Receipt/installation of the Product. Acceptance testing will be no longer than ten (10) calendar days, or any longer period as may be agreed in writing between Authorized User and Supplier. Authorized User shall provide to Supplier written notice of Acceptance upon successful Acceptance testing. Should Authorized User fail to provide Supplier written notice of successful or unsuccessful Acceptance testing within five (5) calendar days following the Acceptance testing period, the Product(s) will be deemed Accepted.

Throughout the Acceptance testing period, Supplier shall provide to the Authorized User any assistance and advice as the Authorized User may reasonably require. Supplier shall provide this assistance and advice at no additional cost, other than pre-approved travel expenses incurred which are reimbursable by the Authorized User pursuant to the terms and conditions of the "Reimbursement of Expenses" section of this Contract below.

**H. Product Cure Period**

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

**13. SOFTWARE WARRANTY SERVICES**

At any time during the Warranty Period of twelve (12) months after Acceptance, Supplier shall provide the following warranty services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the Software in accordance with the Requirements:

**A. Known Software Defects**

Promptly notify all Authorized Users of any defects or malfunctions in the Software or Documentation of which it learns from any source other than an Authorized User and provide to all Authorized Users a correction of any such defects or malfunctions, or a work around until a correction is available, within fifteen (15) days of Supplier's knowledge of such defect or malfunction.

**B. Coverage for Software Warranty Services**

Monday through Friday, 8 a.m. to 5 p.m., excluding Commonwealth holidays, provide to any Authorized Users all reasonably necessary telephone or written consultation requested by such Authorized Users in connection with use, problems and operation of the Software.

**C. Service Levels for Software Warranty Services**

Respond to problems with the Software identified by an Authorized User in no more than one (1) hour after notification. Resolve all problems according to the following:

- i. Priority 1 (Software inoperable) within six (6) hours
- ii. Priority 2 (certain processing interrupted or malfunctioning but Software able to process) within twenty four (24) hours
- iii. Priority 3 (minor intermittent malfunctioning, Software able to process data) within three (3) days.

The level of severity (e.g., 1, 2, 3), shall be defined by such Authorized User.

**D. Remedies for Software Warranty Services**

If Supplier is unable to make the Software conform, in all material respects, to the Requirements within sixty (60) days following written notification by an Authorized User, Supplier shall, at such Authorized User's request, cancel the license to such Software, accept return of such Software and Documentation, if applicable, rendered unusable, and return all monies paid by such Authorized User for the non-conforming Software and Documentation and such other related Service(s) rendered unusable.

Supplier agrees that failure to make the Software conform, in all material respects, to the Requirements within ten (10) days following notification by an Authorized User shall constitute a material breach of this Contract resulting in damages to the Authorized User. As an estimate of the damages such Authorized User shall suffer, Supplier agrees to credit such Authorized User an amount equal to one-half percent (0.5%) of the total license fee, for each day that the Software is non-conforming, for a period of up to thirty (30) days. If after such thirty (30) day period Supplier is unable to make the Software conform, Supplier shall, at such Authorized User's request, cancel the license to such Software, accept return of the Software and Documentation, if applicable, and return all monies paid for the non-conforming Software and Documentation. Such Authorized User reserves any and all other remedies available at law or in equity for delays lasting longer than thirty (30) days.

**14. SOFTWARE MAINTENANCE SERVICES**

Supplier shall provide Maintenance Services during the Maintenance Period at the prices identified in Exhibit B without additional charge to maintain the Software in accordance with the Requirements and to provide upgrades, updates, and new releases as they are made generally available.

The prices identified in Exhibit B are inclusive of all necessary labor and, unless otherwise provided therein, all necessary travel. Should travel not be included in the prices identified in Exhibit B, any travel expense must be pre-approved by the Authorized User and shall be reimbursed in accordance with the then-current per diem rates established by the Virginia Department of Accounts <http://www.doa.virginia.gov>, or a successor URL(s)).

In addition to the minimum Maintenance Services described in this section, Exhibit B provides detailed descriptions of Supplier's additional maintenance offerings, if any, and Supplier's associated responsibilities as well as remedies available to the Authorized User in the event Supplier fails to perform its maintenance obligations. Any monetary remedies shall be paid to the Authorized User on a quarterly basis. The SOW Template, attached to this Contract as Exhibit C, defines coverage periods, response times, and restore times.

**A. Ordering Software Maintenance Services**

An Authorized User may order Maintenance Services for any Software at any time during the Contract Term, irrespective of whether such Software is covered under warranty or maintenance at the time the order is issued to Supplier. Each order must identify:

- i. Software product and number of units for which Maintenance Services will be provided,
- ii. Maintenance Level to be provided, and
- iii. MCP for Software Maintenance.

Authorized User may elect, at any time, an alternate Maintenance Level offered by Supplier. Any amendment to the Maintenance Level will be in the form of a modification to an order from Authorized User to Supplier. The amended Maintenance Level will take effect within 30 calendar days following Supplier's receipt of Authorized User's written notice.

Unless otherwise agreed by the Authorized User and Supplier, the MCP for a unit of Software shall be one (1) year from the effective date of any executed order for Maintenance Services on the applicable Software product.

**B. Software Maintenance Services Renewal**

Not less than sixty (60) days prior to the expiration of the Maintenance Period for each unit of Software, Supplier shall notify the Authorized User of such expiration, and the Authorized User, at its sole discretion, may issue an order to Supplier to renew Maintenance Services for an additional one (1) year period. The annual fee for Maintenance Services shall not exceed the fee charged for the preceding year's Maintenance Services by more than three percent (3%), or the



annual change in CPI, as defined in the Fees and Charges section, in effect at the time, whichever is less. Termination of this Contract or cancellation of Maintenance Services by an Authorized User shall not affect this Contract or the grant of any license.

**C. Software Maintenance Services**

At a minimum, Maintenance Services shall include the following:

**1. Known Defects**

Supplier's offerings and responsibilities related to known defects in the Software are described in Exhibit C.

**2. New Releases**

Supplier's offerings and responsibilities related to new releases of the Software are described in Exhibit C.

**3. Coverage**

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

**4. Service Levels**

Supplier's offerings and responsibilities related to response and restore times for any problems with the Software identified by an Authorized User, and any associated remedies are described in Exhibit C.

**5. Additional Maintenance Services**

Supplier's additional Maintenance Service offerings are described in Exhibit C.

**D. Software Evolution**

Should Supplier or Software Publisher merge or splinter the Software previously provided to any Authorized User, such action on the part of Supplier or Software Publisher shall not in any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrade or support for the Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed Software product and provides the same or substantially similar functionality as or within a separate or renamed Software product, then the Commonwealth or the Authorized User shall be entitled to license such Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement Software product or function at no additional charge.

**E. Escalation Procedures for Software Maintenance Services**

TBD

**F. Remedies for Software Maintenance Services**

In addition to any remedies described in Exhibit C, if Supplier is unable to make the Software conform, in all material respects, to the Requirements within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, accept cancellation of the license to such non-conforming software and (i) return all monies paid by such Authorized User for the cancelled license, pro-rated using the straight-line method for an estimated software life cycle of five (5) years, or, if a term license, shall return the prorated license fee for the remainder of the license term; and (ii) return the prorated maintenance charge for the remainder of the maintenance term. The prorated amount due an Authorized User shall be calculated from the date on which the Software ceased operating in accordance with the Requirements.

**15. PRODUCT SUPPORT AND ADDITIONAL SERVICES**

**A. Authorized User or Third Party Support**

**1. Documentation and Support Availability**

In the event that VITA terminates this Contract, Supplier shall provide all the necessary user and installation Documentation and maintenance and repair training reasonably required to enable any Authorized User to maintain and repair the Product itself, or to obtain support and Maintenance Services from a third-party. Supplier shall also provide the Documentation and training necessary to allow any Authorized User to self-maintain to the subcomponent level. In addition, Supplier agrees to provide, for a period of five (5) years from the date of the last purchase, spare parts and components at the cost set forth in Exhibit B, including those solely sourced by Supplier, so as to enable any Authorized User or its designated third-party maintenance provider to provide full maintenance and repair of the Product.

## 2. Timeliness and Price

Supplier agrees to make the above-referenced Documentation, training, and spare parts and components available within 15 business days following receipt of a written request, and at a price set forth in Exhibit B. In addition, Supplier shall sell the Product to any Authorized User's third-party maintenance provider under contract with the Authorized User, at the prices as set forth in Exhibit B, for the sole purpose of supporting the Authorized User's installed inventory. Supplier shall document and provide to all Authorized Users, in a timely manner, any and all revisions to information and parts and components lists as they are developed or supplied by Supplier.

### **B. Engineering Changes and Product Modification**

Product processing or operating capability, they will be scheduled at the Authorized User's request as to time and at the Authorized User's option. The Authorized User will have the option to waive or pre-approve all other engineering changes planned by Supplier on the Product delivered or planned for delivery to the Authorized User.

### **C. Parts and Maintenance Support**

Supplier shall provide new or certifiable as new spare parts and the Maintenance Services identified in the "Maintenance Services" section of this Contract and Exhibit B attached to this Contract for each Product type ordered by an Authorized User. Supplier's obligation under this section will last for five (5) years from the expiration of the initial Warranty Period of the last unit of any given Product type provided by Supplier to the Authorized User. After this 5-year period, Supplier shall advise the Authorized User of its intent to discontinue either certain parts or Maintenance Services for any Product type ordered by the Authorized User.

Supplier shall notify the Authorized User one (1) year prior to the effective date of any such discontinuance, and shall provide to the Authorized User the opportunity to purchase spare parts in a quantity adequate to support its installed base. Should Supplier advise the Authorized User of its intent to discontinue certain parts for any Product type ordered by the Authorized User, the Authorized User has the option to request and Supplier has the obligation to provide, all documentation, including source code, required to ensure ongoing support, including full maintenance and repair by the Authorized User or its designated third-party maintenance provider within 30 calendar days prior to the discontinuance date, or to replace the unsupported Product with a supported Product at a cost to the Authorized User of no more than the cost delta between the supported Product and the unsupported Product.

### **D. Inventory Record**

Supplier shall maintain the Inventory Record at no additional cost or reduction in the Warranty Period. Product quantities and types may vary as Product is added or deleted from coverage. Authorized User shall notify Supplier in writing of any Product relocated, added, or removed from service. Upon receipt of this notification, Supplier will amend the Inventory Record to reflect the relocation, addition, or deletion of the Product. Supplier shall provide, at no additional cost, a copy of the most current Inventory Record to any Authorized User upon request.

### **E. Product Service Record**

Supplier shall maintain, at no additional cost, a Product Service Record for each unit of Product covered under warranty or maintenance. The Product Service Record must include the following records for each unit of Product: (i) installation/ relocation/ removal/ modifications; (ii) remedial actions; (iii) preventive actions; and (iv) any additional services not covered by warranty or maintenance. Upon request by the Authorized User, Supplier shall provide, at no additional cost, a copy of the Product Service Record.

**F. Product Discontinuation**

During the Contract Term, if any Product listed on Exhibit B is discontinued and Supplier does not offer a substitute acceptable to VITA, then Supplier shall continue to meet such Authorized User's needs for the discontinued Product for not less than thirty six (36) months, for each Authorized User who purchased the discontinued Product. Additionally, Supplier shall make maintenance parts for the discontinued Product available to the Authorized User for a period of five (5) years from the date of discontinuation. In every event, Supplier will provide any Authorized User with 120 days advance written notice of its intent to discontinue any Product type previously ordered by such Authorized User.

**G. Additional Services**

Upon request of an Authorized User by means of an order or SOW issued in accordance with the ordering provisions of this Contract, Supplier will provide additional on-site services which may include: (i) relocation of previously installed hardware; (ii) assistance to Authorized User's communications department in mutually acceptable duties related to the warranty or Maintenance Services provided under this Contract; and (iii) cabling, if applicable. The Authorized User shall compensate Supplier for such additional on-site services in accordance with the prices identified in Exhibit B. These additional on-site services will be in addition to any existing on-site Warranty Services or Maintenance Services obligations of Supplier.

Upon request of an Authorized User by means of an order or SOW issued in accordance with the ordering provisions of this Contract, Supplier will also provide the following services beyond those identified as Warranty Services or Maintenance Services offerings: (i) service on equipment not covered by this Contract; (ii) repair of damage or replacement of parts of Hardware resulting from changes in the hardware environment, extraordinary use of the hardware, or interconnected devices; or (iii) service outside the applicable hours of service specified in an executed order or SOW referencing this Contract. The charge for such services will be at the hourly rate specified in Exhibit B and will be inclusive of all expenses. Warranty Services or Maintenance Services requested for a unit of hardware within the 48-hour period immediately following Remedial Maintenance (as set forth below) performed on the same unit of hardware for the same problem, will not be considered an additional service and will be provided at no charge. Requests for additional services will only be approved for payment by the Authorized User when a Product's service record is included with the applicable invoice.

**16. PRODUCT WARRANTY AND REMEDY****A. Compatibility**

Supplier warrants that each Product provided pursuant to this Contract is, and will continue to be, data, program, and upward compatible with any other Product available or to be made available from Supplier within the same family of Products. Supplier warrants that, as a result of this compatibility, each Product can be utilized without adaptation of the other Products, and so that programs written for the Product shall operate on the next generation of Products, and not result in the need for alteration, emulation, or other loss of efficiency for a period of not less than five (5) years.

**B. Product Warranty**

Supplier warrants the following with respect to the Product:

- i. The Product will be free of defects in material, design, and workmanship;
- ii. Upon delivery, the Product will be new and in Operating Condition and will have all engineering changes released to date already installed;
- iii. Supplier shall not disable any Authorized User's use of System Software through remote access or otherwise. If the System Software contains authorization codes allowing access to a data base or other software, Supplier warrants that such codes will be perpetual and non-expiring.

**C. Performance Standards and Mean Time Between Failure**

Supplier warrants that the Product's performance and Mean Time Between Failure ("MTBF") standards will be at least as the standards set forth in Exhibit A of this Contract for a period of five (5) years following Acceptance of the Product by an Authorized User. Supplier's performance and MTBF standards will be calculated on the basis of the Authorized User's installed base of

Supplier's Product. If the Product fails to satisfy (i) the MTBF standards or (ii) the performance standards for that Product type as set forth in this Contract, Supplier shall pay for any and all additional repairs, parts and labor required to bring Product to the appropriate level set forth in Exhibit A, including the cost to retrofit the entire installed Product base. If Supplier fails to so modify or replace the Product so as to achieve the MTBF standards within thirty (30) calendar days, the Authorized User may, at its option, return such Product and receive a full refund during the Product Warranty Period; or if the Warranty Period has expired, receive a straight line pro-rated refund, by year thereafter for the five (5) year period following installation of the Product.

#### **D. Product Warranty Services**

During the warranty period of one (1) year, or OEM manufacturer's longer warranty period or as specified in the applicable order or SOW, Supplier warrants that the Product will meet or exceed the Requirements. Supplier shall provide Warranty Services (including unlimited telephonic support and all necessary travel and labor) during the warranty period at the prices set forth in Exhibit B of this Contract. Supplier shall correct, at no additional cost to any Authorized User, all errors identified during the Warranty Period that result in a failure of the Product to meet the Requirements.

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

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

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

##### **1. Product Covered**

Exhibit B lists all Product types covered under warranty.

##### **2. Preventive Maintenance**

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

##### **3. Remedial Maintenance**

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

##### **4. Replacement Parts**

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

##### **5. Spares**

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

##### **6. Notification and Correction of Defects**

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

##### **7. One-year Depot Warranty**

Supplier's depot warranty offerings and responsibilities are described in Exhibit B.

##### **8. On-site Warranty**

Supplier's on-site warranty offerings and responsibilities are described in Exhibit B.

## 9. System Software Warranty

As part of the standard warranty offering, for a period of not less than twelve (12) months beginning on the date of Acceptance, Supplier shall provide the following warranty services (including unlimited telephonic support and all necessary travel and labor) without additional charge to any Authorized User to maintain the System Software in accordance with the Requirements:

### a) New Releases

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

### b) Coverage

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

### c) Response and Restore Times

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

### d) Software Evolution

Should Supplier or Software Publisher merge or splinter the System Software previously provided to any Authorized User, such action on the part of Supplier or Software Publisher shall not in any way result in any Authorized User being charged additional license or support fees in order to receive enhancements, releases, upgrades or support for the System Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed System Software product and provides the same or substantially similar functionality as or within a separate or renamed System Software product, then the Commonwealth or the Authorized User will be entitled to license such System Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future System Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and Software Publisher and/or Supplier ceases to provide maintenance for the older System Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement System Software product or function at no additional charge.

## 10. Escalation Procedures

TBD

## 11. Remedies

In addition to any remedies described in Exhibit B, if Supplier is unable to make the Product, including System Software, conform, in all material respects to the Requirements, within thirty (30) calendar days following notification by an Authorized User, Supplier shall, at such Authorized User's request, either (i) replace the non-conforming Product or (ii) accept return of the non-conforming Product and return all monies paid by such Authorized User for the returned Product.

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

## 12. Product Maintenance Services and Renewal Options

At least sixty (60) calendar days prior to the expiration of the warranty period, Supplier shall notify the Authorized User, and the Authorized User, at its sole discretion, may order from Supplier Maintenance Services, including System Software Maintenance Services for a period of one (1) year and for the annual fee identified in Exhibit B. Supplier warrants that it shall make Maintenance Services available for all the Products, including System Software, listed in Exhibit B, or which are components of Products listed in Exhibit B, for a period of at least five (5) years from the expiration of the initial warranty period of any Product provided to an Authorized User

pursuant to this Contract. Termination of this Contract or cancellation of Maintenance Services, including System Software Maintenance Services if provided as a separate offering from Supplier, by an Authorized User shall not affect this Contract or the grant of any license pursuant thereto.

THE OBLIGATIONS OF SUPPLIER UNDER THIS WARRANTY AND REMEDY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

## **17. PRODUCT MAINTENANCE SERVICES**

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

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

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

### **A. Ordering**

See the "Fees, Ordering, and Payment Procedure" section of this Contract below.

### **B. Renewal**

At least 60 calendar days prior to the expiration of the MCP for each unit of Product, Supplier shall notify the Authorized User in writing of such expiration. Authorized User may, at its sole discretion, issue an order or SOW to Supplier to renew the Maintenance Services, including System Software Maintenance Services, for an additional one (1) year period. Any increase in the annual fee for Maintenance Services may not exceed the lesser of (i) three percent (3%), or (ii) the annual change in CPI, as defined in the "Fees, Ordering and Payment Procedures" section of this Contract below, in effect at the time of renewal. Termination of this Contract or cancellation of Maintenance Services, including System Software Maintenance Services if provided as a separate offering from Supplier, by an Authorized User will not affect this Contract or the grant of any license pursuant to the Contract.

### **C. Offered Services**

Maintenance Services will include:

#### **1. Product Covered**

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

#### **2. Preventive Maintenance**

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

#### **3. Remedial Maintenance**

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

#### **4. Replacement Parts**

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

#### **5. Spares**

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

#### 6. Notification and Correction of Defects

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

#### 7. Advanced Replacement Services

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

#### 8. On-site Maintenance Services

Supplier's on-site Maintenance Services offerings and responsibilities are described in Exhibit B.

#### 9. System Software Maintenance

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

##### a) New Releases

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

##### b) Coverage

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

##### c) Response and Restore Times

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

##### d) Software Evolution

If Supplier merges or splinters the System Software previously provided to any Authorized User, in no event will the merger or splinter on the part of Supplier result in any Authorized User being charged additional license or Maintenance fees in order to receive enhancements, releases, upgrades, or support for the System Software.

If Supplier or Software Publisher reduces or replaces functionality contained in a licensed System Software product and provides the same or substantially similar functionality as or within a separate or renamed System Software product, then the Commonwealth or the Authorized User will be entitled to license such System Software product at no additional license or maintenance fee, and subject to the terms and conditions herein.

If Supplier or Software Publisher releases an option, future System Software product or other release that has substantially the same functionality as the Software products provided under this Contract, and the Software Publisher, the Supplier, or both, ceases to provide maintenance for the older System Software product, then Supplier shall offer the Commonwealth or the Authorized User the option to exchange licenses for such replacement System Software product or function at no additional charge.

#### 10. Escalation Procedures

TBD

#### 11. Remedies

In addition to any remedies described in Exhibit B, if the Product, including the System Software, fails to conform, in all material respects, to the Requirements, Authorized User shall provide written notice to the Supplier of the failure. If within 30 calendar days of its receipt of Authorized User's notice the Supplier is unable to make the Product, including the System Software, conform, in all material respects, to the Requirements, Supplier shall, at Authorized User's



request, either (i) provide a replacement Product at no additional cost to the Authorized User, or (ii) accept return of the Product and return all monies paid by such Authorized User (a) for Maintenance Services for the returned Product, including System Software, pro-rated on a monthly basis as of the date the Authorized User reported the non-conformity, and (b) for the Product, including System Software, pro-rated on a monthly basis as of the date the Authorized User reported the non-conformity and based on the average life of the Product.

In addition to the remedies set forth in this Contract and any exhibits, VITA and any Authorized User retain all rights and remedies available at law or in equity.

**D. Services for MCP Term**

During any MCP, Supplier shall provide all Services required to maintain the Product in operating condition. Such Services include, but are not limited to, performing Preventive Maintenance and remedial maintenance, providing replacement parts, maintaining sufficient inventory of spare parts to support the Authorized User's installed base, and correcting any malfunctions or defects in any unit of Product.

**18. FEES, ORDERING, AND PAYMENT PROCEDURE**

**A. Fees and Charges**

In consideration for the Supplier's performance obligations under this Contract, an Authorized User shall pay Supplier the fee(s) owed pursuant to the schedule of fees and charges as set forth on Exhibit B attached to this Contract. Supplier will only be entitled to those fees owed for Supplier's performance obligations and any additional Products and Services provided to an Authorized User in accordance with the scope of this Contract and the Requirements, as authorized by Exhibit A, and per the Authorized User's order or SOW. The fees, and any associated discounts, will be applicable throughout the Contract Term unless modified pursuant to the terms and conditions below. In the event the fees or discounts apply for any period less than the entire Term, Supplier agrees that it will not increase the fees during the first twelve (12) month period following the Effective Date, and will not increase the fees more than once in any subsequent twelve (12) month period thereafter. No increase in fee amounts will exceed the lesser of three percent (3%) or the annual increase in the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, Not Seasonally Adjusted, as published by the Bureau of Labor Statistics of the Department of Labor (<http://www.bls.gov/cpi/home.htm>) for the period ending 60 to 90 days prior to the effective date of the increase compared with the same index one (1) year prior. Supplier must submit any change in price in writing to VITA and to the Authorized User if the change impacts any order or SOW and in accordance with the above and will not become effective for 60 calendar days thereafter. Supplier agrees to offer price reductions to ensure compliance with the "Competitive Pricing" section of this Contract below.

**B. Demonstration and/or Evaluation**

If the Supplier's contractual obligations include the provision of a Solution, an Application and Licensed Services, or Software-as-a-Service, at the request of any Authorized User, then Supplier shall perform any reasonable demonstration of its Solution, Application and Licensed Services, or Software-as-a Service at the Authorized User's location and at no charge.

If the Supplier's contractual obligations include the provision of Software, then the Supplier shall provide the Software to any Authorized User for evaluation purposes at no charge. The evaluation period will be determined by the complexity of testing but will be a period not less than 30 calendar days. Each new project is entitled to an evaluation copy regardless of whether an Authorized User has previously purchased the Software.

**C. Supplier Quote and Request for Quote**

An Authorized User may, at its sole discretion, issue a Request for Quote ("RFQ") for any combination of the Solution, Product, or Services provided under this Contract. Supplier shall respond to the RFQ by providing a written quote. Supplier's quote must include (a) a detailed description of each product or service proposed, including any applicable components, at the Exhibit B line item fee level; (b) the quantity of each line item; (c) the total contract price; (d) any additional percentage discount offered; (e) an extended price; (f) any optional or alternate pricing; and (g) any pricing assumptions. If requested by the Authorized User, Supplier's quote must also include a detailed description of the approach Supplier plans to take in developing, implementing, and maintaining its offering pursuant to the RFQ for the Authorized User. If Supplier is unable to



meet the requirements of the RFQ, Supplier shall notify the Authorized User in writing of its inability to perform the work requested by the Authorized User, and provide the reasons for its inability to perform, prior to the due date for the submission of quotes in response to the RFQ. Supplier's failure to respond to an RFQ may be deemed a breach of this Contract.

**D. Competitive Request for Quotes**

If an Authorized User determines that a competitive process is required to ensure it receives the best value for any combination of its needed Solution, Product, or Services under this Contract, then the Authorized User may, at its sole discretion, use a Competitive Request for Quote ("CRFQ") process to obtain identical or similar Solutions, Products, or Services to those provided by Supplier pursuant to this Contract. The CRFQ will clearly outline the project timing and requirements. If the Authorized User is not able to identify the exact specifications required, then the CRFQ respondents will be given the opportunity to identify and propose their recommended specifications.

**E. Ordering**

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

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

Supplier shall accept any order or SOW placed by an Authorized User through the Commonwealth's electronic procurement website portal, eVA (<http://www.eva.virginia.gov/>). Agencies, as defined by Code § 2.2-2006, and legislative, judicial, and independent agencies of the Commonwealth, must order through eVA. All other Authorized Users are encouraged to order through eVA, but may order through the following means:

- i. Purchase Order ("PO"): An official PO form issued by an Authorized User.
  - ii. Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User. This ordering authority is limited to issuing orders or SOWs for the contractual offerings and Requirements available under the scope of this Contract. No Authorized User have the authority to modify this Contract under any circumstances. An order or SOW from an Authorized User may contain additional terms and conditions. In the event that the terms and conditions of the Authorized User's order or SOW are inconsistent with the terms and conditions of this Contract, the terms of this Contract will supersede.
- If the Contract allows for the provision of hardware Product, an Authorized User may order Maintenance Services for any Product at any time during the Contract Term, irrespective of whether such Product is covered under warranty or maintenance at the time the order is issued to Supplier. Each order will identify:
- iii. Product and, if applicable, serial number, for which Maintenance Services will be provided,
  - iv. Maintenance Level to be provided, and
  - v. MCP for the Product Maintenance. Authorized User may elect, at any time, another Maintenance Level offered by Supplier. Such amendment will take effect within 30 calendar days following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order or SOW. Unless otherwise agreed to by the Authorized User and Supplier, the MCP for a unit of Product will be one (1) year from the effective date of any signed order or SOW for Maintenance on such Product.

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

**F. Statement of Work**

A SOW, in the format provided for in Exhibit C attached to this Contract, is required for any orders placed by an Authorized User pursuant to this Contract. Supplier shall perform any and all contractual obligations at the times and locations set forth in the applicable SOW and at the rates set forth in Exhibit B to this Contract. All SOWs will be of a fixed price type unless VITA issues a written authorization for a time and materials type SOW. The fixed price SOWs may, with the written approval of VITA, contain a cost-reimbursable line item(s) for pre-approved travel expenses pursuant to the provisions of the "Reimbursement of Expenses" subsection below. If a time and materials type SOW is authorized, Supplier Personnel shall maintain daily time records of hours and tasks performed that must be submitted or made available for inspection by the Authorized User upon 48 hours advance written notice.

Any change to an SOW must be described in a written change request, in the format provided in Exhibit D. Either Party to an SOW may issue a change request that will be subject to written approval of the other Party before it becomes part of this Contract. In no event will any SOW or any modification require the Supplier to provide any Products or Services that are beyond the scope of this Contract as such scope is defined in Exhibit A, which is attached to this Contract and incorporated by reference.

**G. Invoice Procedures**

Supplier shall remit each invoice to the "bill-to" address provided with the order promptly after all Supplier's performance obligations have been accepted and in accordance with the milestone payment schedule, if any, in the applicable order or SOW. Payment for any support services, as authorized in the Contract and the Authorized User's applicable order or SOW, will be annually in arrears unless otherwise stated in this Contract, or in any order or SOW referencing this Contract. No invoice may include any costs other than those identified in the signed order or SOW, and those costs must be in accordance with the schedule of fees listed on Exhibit B. Without limiting the foregoing, all shipping costs are the Supplier's responsibility except to the extent shipping charges are identified in Exhibit B and noted in any signed order or SOW referencing this Contract. Supplier shall issue invoices that identify, at a minimum:

- i. Dates/periods that invoice covers, including any service or subscription periods, as applicable.
- ii. Line item description of the Deliverable(s) applicable to this Contract, including any components or service type, and, if applicable, the project milestone.
- iii. Quantity, charge and extended pricing for each line item
- iv. Applicable date of the order or SOW or both
- v. This Contract number and the applicable order number or SOW number or both
- vi. Supplier's Federal Employer Identification Number ("FEIN")

Any terms included on Supplier's invoice will have no force or effect and will in no way bind the Authorized User.

**H. Purchase Payment Terms**

Supplier is responsible for the accuracy of its billing information. Supplier may not issue invoices pursuant to this Contract until all of Supplier's performance obligations have been accepted and are in accordance with the milestone payment schedule in the applicable order or SOW, or until after services have been rendered. Charges for Deliverables, Components or Services accepted more than 90 calendar days prior to receipt of a valid invoice may not be paid. In the event Supplier repeatedly over-bills an Authorized User, the Authorized User may assess a one percent (1%) charge for the amount over-billed for each month that such over-billing continues.

**I. Reimbursement of Expenses**

Authorized User shall pay, or reimburse Supplier, for all reasonable and actual travel-related expenses for greater than 30 miles from portal to portal incurred by Supplier during the relevant period. An Authorized User will only be liable to pay for Supplier's travel-related expenses, including transportation, meals, lodging and incidental expenses, that have been authorized by the Authorized User in advance in the order or SOW. The travel-related expenses will be reimbursable at the then-current per diem amounts as published by the Virginia Department of Accounts (<http://www.doa.virginia.gov/>). Authorized Users who are not public bodies may have their own per diem amounts applicable to Supplier's pre-approved travel expenses.

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

**J. Disputed Charges**

If, before payment of an invoice, an Authorized User notifies the Supplier in writing of a disputed charge, Authorized User will have the right to withhold payment of the disputed amount until the dispute is settled or finally resolved. Supplier shall respond in writing to Authorized User's notification of a disputed charge acknowledging Supplier's receipt of the dispute within five (5) business days. Any charges disputed by Authorized User will be resolved (whether by credit or explanation of the charge to the Authorized User's satisfaction) in the Authorized User's required format within two (2) billing cycles (60 calendar days) following Authorized User's written notification. In the absence of the Supplier's written evidence identifying the merit of the disputed amounts, Authorized User will not be obligated to pay the disputed amounts and may consider the matter concerning the specific identified amounts closed. Authorized User will not pay any disputed amounts that remain unresolved after 120 calendar days. If a disputed charge is reversed, Supplier shall reverse all associated surcharges, regulatory charges and taxes.

**19. E-RATE**

Supplier shall make all Products and Services as listed and priced in this Contract available to any Authorized User that is an Eligible Entity. Supplier shall provide the Products and Services directly to the Eligible Entity, and to bill each Eligible Entity directly. Supplier acknowledges and agrees that Supplier will be solely responsible for the collection of all charges incurred, resolving all Product and Service problems, and administration of this Contract for E-rate participation.

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

**20. SUPPLIER SPONSORED PROMOTIONS**

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

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

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

If Supplier fails to obtain the prior written agreement of VITA for the promotion, proposes prices different from those in the Contract without VITA's consent, or otherwise does not adhere to the provisions of this section, Supplier will be deemed to be in breach of this Contract. VITA will have all remedies for this breach available under the Contract as well as in law and in equity.

**21. REPORTING**

Supplier shall submit to VITA monthly reports containing data on:

- i. Amount of Total Sales; and
- ii. Small Business Procurement and Subcontracting Spend



These reports must be submitted in accordance with the instructions and further detailed requirements, and on the templates set forth on the "Supplier & Vendor Reporting Requirements" webpage located at the following URL: <https://www.vita.virginia.gov/procurement/supplier-reporting/supplier--vendor-reporting-requirements/>, or any successor URL(s). Supplier is encouraged to review the site periodically for updates on Supplier reporting requirements and methods. Supplier's failure to comply with all reporting, payment, and other requirements in this section may be deemed by VITA, in its sole discretion, to be a breach of the Contract.

**A. Amount of Total Sales**

Supplier shall submit to VITA a monthly report of Total Sales under this Contract.

In connection to the monthly report of Total Sales, Supplier shall pay to VITA the following monthly fees in accordance with instructions described on the "Supplier & Vendor Reporting Requirements" webpage located at: <https://www.vita.virginia.gov/procurement/supplier-reporting/supplier--vendor-reporting-requirements/>. The monthly report of Total Sales must include these fees and percentages:

- IFA: 2% of monthly sales

**B. Small Business Procurement and Subcontracting Spend**

Supplier shall provide to VITA a report of monthly subcontracting spend data. This data must include Supplier's total spend to all Subcontractors who provide direct performance for obligations under this Contract. Supplier's monthly subcontracting spend data must be submitted via the SRS webpage located at: <https://www.vita.virginia.gov/procurement/supplier-reporting/supplier-reporting-system-access/>.

In addition, every six (6) months following the Effective Date, Supplier shall submit to VITA a "SWaM Subcontracting Certification of Compliance" ("SSCC") certifying that Supplier has fully complied with the Contract's Supplier Procurement and Subcontracting Plan ("Plan"). A copy of Supplier's Plan is attached to this Contract as Exhibit H, and is incorporated by reference. The SSCC must include a written explanation of any variances of greater than 20% between the Plan and the actual subcontractor spend by Supplier. Supplier's SSCC will be maintained by VITA in the Supplier's procurement file. Supplier must submit the SSCC to the following address: SCMLInfo@vita.virginia.gov. In the event that Supplier fails to comply with its contractually obligated Plan spend or fails to report its contractually obligated Plan spend, VITA may, at its sole discretion, prohibit or delay any renewals or extensions of the Contract, withhold any final payments due, or both. Supplier's failure to comply will be considered in the prospective award of any future contracts with Supplier.

## **22. TRAINING AND DOCUMENTATION**

**A. Training**

In addition to any online tutorial training Supplier may make available, Supplier's fee, unless expressly excluded, includes all costs for any and all training as agreed upon for the training of one (1) Authorized User trainer per order or SOW. In order to allow Authorized User the full benefit of the applicable Deliverable, the training will cover the use and operation of the Deliverable provided to Authorized User including instruction in any necessary conversion, manipulation, or movement of such Authorized User's data. Supplier shall provide personnel sufficiently experienced and qualified to conduct such training at a time and location mutually agreeable to Supplier and Authorized User. Available additional and optional training, and applicable pricing and discounts, are described in Exhibit B.

**B. Documentation**

Supplier shall deliver to Authorized User complete copies of any Documentation applicable to the Deliverable(s) provided to Authorized User, in a quantity and media format as agreed upon by the Parties under an order or SOW. Should Supplier revise or replace the Documentation, or should Documentation be modified to reflect Updates, Supplier shall deliver to the Authorized User copies of the updated or replacement Documentation, in the same quantity and media format as originally requested by the Authorized User, or as agreed upon between the Parties. Any Authorized User will have the right, as part of any license grant, to make as many additional copies of the Documentation, in whole or in part, for its own use as required. This Documentation must include, but is not limited to, overview descriptions of all major functions, detailed step-by-step installation and operating procedures for each screen and activity, and technical reference

manuals. Such Documentation must be revised to reflect any modifications, fixes or updates made by Supplier. Any Authorized User, at its own discretion, will have the right, as part of the license granted by Supplier, to modify or completely customize all or part of the Documentation in support of the authorized use of the licensed Application or Software. The Authorized User may also duplicate such Documentation and include it in such Authorized User's document or platform. All Authorized Users shall continue to include Supplier's copyright notice.

### **23. AUTHORIZED USER SELF-SUFFICIENCY**

At Authorized User's request, and pursuant to an order or SOW for Supplier's Services issued under this Contract, Supplier shall provide all assistance reasonably required by Authorized User to develop Authorized User's self-sufficiency in operating and managing any combination of the Solution, Software, Products, or Services that Supplier provided to Authorized User under the applicable order or SOW. During or after the Transition Period, Authorized User may, at its sole discretion, elect to order or continue Maintenance Services from Supplier, if authorized under the scope of the Contract, for any of the Software or hardware Product, Components, or Solution Components delivered to Authorized User by Supplier.

### **24. COMPETITIVE PRICING**

Supplier warrants that each of the prices, charges, economic or product terms, or warranties granted under this Contract are fair. VITA acknowledges that Supplier is a reseller of Products and Services manufactured and supplied by third parties and that such third parties determine prices, discounts, rebate programs and other promotional incentives offered to resale partners. As such, Supplier cannot make guarantees regarding the terms, conditions or pricing applicable to an order; however, Supplier represents, warrants and agrees that it will use all reasonable efforts to offer pricing to VITA that is as competitive as is reasonably possible based upon the circumstances at the time that an order is placed. Supplier shall notify VITA of any new services or products that become generally available to all government customers during the Contract Term. New products and services are subject to the commercial terms associated with those products and services and must be formally added to this Contract before they can be purchased. Supplier shall also offer VITA commercially available national government products and services promotions and rates available at the time of purchase under the terms of those promotions.

### **25. CONFIDENTIALITY**

#### **A. Treatment and Protection**

Each Party shall:

- i. hold in strict confidence all Confidential Information of any other Party;
- ii. use the Confidential Information solely to perform or to exercise its rights under this Contract; and
- iii. not transfer, display, convey or otherwise disclose or make available all or any part of the other Party's Confidential Information to any third-party.

An Authorized User may, however, disclose the Confidential Information as delivered by Supplier to subcontractors, contractors, or agents of the Authorized User that are bound by non-disclosure agreements with the Authorized User. Each Party shall take the same measures to protect against the disclosure or misuse of the Confidential Information as it takes to protect its own proprietary or confidential information, but in no event will such measures be less than reasonable care.

#### **B. Return or Destruction**

Upon the termination or expiration of this Contract, or upon the earlier request of the disclosing Authorized User, Supplier shall, at its own expense,

- i. promptly return all tangible Confidential Information (and all copies thereof except the record required by law) to the disclosing Authorized User; or
- ii. upon written request from the disclosing Authorized User, destroy any Confidential Information in Supplier's possession or control, and provide the disclosing Authorized User with written certification of the destruction.

Additionally, Supplier shall cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form.

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

**C. Confidentiality Statement**

All Supplier Personnel performing Services pursuant to this Contract are required to sign a confidentiality statement or non-disclosure agreement. Any violation of the statement or agreement will be deemed a breach of this Contract and may result in termination of the Contract or any order or SOW issued hereunder.

**D. Freedom of Information Act Acknowledgement**

All Supplier documents now or later comprising the Contract may be released in their entirety under the Virginia Freedom of Information Act, and Supplier agrees that any confidentiality or similar stamps or legends that are attached to any future documents or information may be ignored to the extent they claim confidentiality beyond that permitted by the Virginia Freedom of Information Act.

**26. INDEMNIFICATION**

**A. Indemnification Generally**

Supplier shall defend, indemnify, and hold harmless all Commonwealth Indemnified Parties from and against any third-party Claims to the extent the Claims in any way relate to, arise out of, or result from:

- i. any negligent act, negligent omission, or intentional or willful conduct of Supplier or any Supplier Personnel;
- ii. a breach of any representation, warranty, covenant, or obligation of Supplier contained in this Contract;
- iii. any defect in the Supplier-provided products or services;
- iv. any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Supplier-provided products or services; or
- v. any Claims by any Subcontractor resulting from Supplier's failure to pay such Subcontractor.

**B. Defense Claims**

Supplier will be solely responsible for all costs and expenses associated with the defense of all third-party Claims against Commonwealth Indemnified Parties. Selection and approval of counsel, and approval of any settlement, shall be accomplished in accordance with all applicable laws, rules, and regulations. For state agencies, the applicable laws include §§ 2.2-510 and 2.2-514 of the Code.

**C. Duty to Replace or Reimburse**

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Supplier-provided products or services, or Supplier's performance, Supplier shall, at its expense and option, either (a) procure the right to continue use of such infringing products or services, or any components thereof; or (b) replace or modify the infringing products or services, or any components thereof, with non-infringing products or services satisfactory to VITA.

In the event that an Authorized User cannot use the affected Deliverable, Product, Licensed Services, or Services, including any Components, then Supplier shall reimburse such Authorized User for the reasonable costs incurred by such Authorized User in obtaining an alternative product or service.

**D. Supplier Dispute of Obligation to Indemnify**

If a Claim is commenced against any Commonwealth Indemnified Parties by a third party alleging an infringement of the third party's intellectual property rights and Supplier is of the opinion that the allegations in the third-party Claim, in whole or in part, are not covered by the indemnification provision in this Contract, then In the event that Supplier disputes any of its obligations to defend

or indemnify any Commonwealth Indemnified Party, then Supplier shall immediately notify VITA and the affected Authorized User(s) in writing and shall, nonetheless, take all reasonable steps to protect the rights, remedies, and interests of the Commonwealth Indemnified Parties in the defense of the Claim, including to secure a continuance to permit VITA and the affected Authorized User(s) to appear and defend their interests in cooperation with Supplier as is appropriate, including any jurisdictional defenses VITA or the affected Authorized User(s) may have.

## **27. LIABILITY**

### **A. Supplier Liability**

Except for liability arising from any combination of:

- i. any intentional or willful misconduct, fraud, or recklessness of Supplier or any Supplier Personnel; or
- ii. claims for bodily injury, including death, and damage to real property or tangible property resulting from the negligence of a Supplier or any Supplier Personnel,

Supplier's indemnification obligations and liability shall not exceed, in aggregate, twice the value of the Contract.

### **B. Limitation of Liability**

Supplier will be liable for damages caused by Supplier Personnel. Except for liability arising out of a Party's negligence or willful misconduct, neither Party will be liable to the other Party for any indirect, incidental, consequential, or punitive damages, including (without limitation) loss of profit, income, or savings, even if advised of the possibility of these damages.

## **28. INSURANCE**

In addition to the insurance coverage required by law as referenced in the "Incorporated Contractual Provisions" section of this Contract below, Supplier shall carry:

Errors and omissions insurance coverage in the amount of \$5,000,000 per occurrence; and

Cyber Security Liability insurance coverage in the amount of \$5,000,000 per occurrence.

## **29. SECURITY COMPLIANCE**

Supplier shall comply with all provisions of the then-current Commonwealth security policies, standards, and guidelines published by VITA and which may be found at: <https://www.vita.virginia.gov/policy--governance/itrm-policies-standards/>, or any successor URL(s), as are pertinent to Supplier's operation. Further, Supplier shall comply with all applicable provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and that have been provided to Supplier by the Authorized User. Supplier shall also comply with all applicable federal, state, and local laws and regulations.

Any unauthorized release of any Confidential Information, or Commonwealth proprietary or personal information, by the Supplier or Supplier Personnel constitutes a breach of Supplier's obligations under the Contract. Supplier shall notify VITA and any affected Authorized User within 24 hours of discovery of, or when Supplier should have discovered, any breach of "unencrypted" and "unredacted" personal information, as those terms are defined in Code § 18.2-186.6, and other confidential or personal identifying information provided to the Supplier by VITA or an Authorized User. To the extent permitted by law, Supplier shall provide VITA and any affected Authorized User the opportunity to participate in the investigation of the breach and to exercise control over reporting the unauthorized disclosure.

Supplier shall ensure performance of an audit of Supplier's environment at least annually to provide assurance of "Controls Relevant to Security, Availability, Processing Integrity, Confidentiality or Privacy" in accordance with the then-current standards set forth by the American Institute of CPAs.

Supplier shall indemnify, defend, and hold the Commonwealth, VITA, their officers, directors, employees and agents harmless from and against any and all Claims, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this section.



VITA reserves the right to review Supplier's information security program prior to the commencement of Licensed Services and at least once annually during the Term of this Contract. During the performance of the Licensed Services, and on an annual basis, VITA will be entitled, at its own expense, to perform, or to have performed, an on-site audit of Supplier's information security program. In lieu of an on-site audit, upon request by VITA, Supplier shall implement any reasonably required safeguards as identified by any program audit.

### **30. IMPORT/EXPORT**

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

### **31. ACCEPTABLE USE POLICY**

VITA and Authorized User agree to abide by Supplier's Acceptable Use Policy (AUP), as amended by the parties hereby and incorporated as Exhibit G. Because certain standard clauses that may appear in, or be incorporated by reference into, Supplier's standard AUP cannot be accepted by VITA, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that:

- i. In the event of a conflict between this Contract and the AUP, the Contract shall control;
- ii. In the event of a material, unilateral revision to the AUP by Supplier that substantially impairs the ability of VITA or any other public body from its lawful use of the Service, VITA shall have the option to:
  - a. request that the revision be rescinded;
  - b. request that the revision be waived as to VITA or other public bodies receiving Services under this Agreement;

If Supplier fails to grant a request by VITA per a. or b. above, within 30 days of receiving the request, then VITA may, at its option, terminate this Contract, in whole or in part, or any order or SOW, in whole or in part, without termination liability;

- iii. (Other provisions here based on VITA's review of Supplier AUP.)

### **32. THIRD PARTY TERMS AND CONDITIONS**

In the event that Supplier's provision of the Licensed Services or any performance obligations under the Contract, or any order or SOW issued under the Contract, include third-party terms and conditions, the Commonwealth security policies standards and guidelines referenced in this Contract above – i.e., SEC501 and SEC525 - will take precedence over any third party terms and conditions. For the purposes of statutory law as referenced and incorporated in this Contract, if there is any conflict with any third party terms, such statutory law will govern.

### **33. BANKRUPTCY**

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

### **34. GENERAL PROVISIONS**



**A. Relationship Between VITA and Authorized User and Supplier**

Supplier has no authority to contract for, bind or commit to any agreement of any kind, or to assume any liabilities of any nature in the name of or on behalf of VITA or any Authorized User. Under no circumstances will Supplier, or any Supplier Personnel, hold itself out as or be considered an agent or an employee of VITA or any Authorized User, and neither VITA nor any Authorized User will have any duty to provide or maintain any insurance or other employee benefits on behalf of Supplier or any Supplier Personnel. Supplier represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes, and agrees that neither VITA nor any Authorized User is responsible to collect or withhold for Supplier any federal, state, or local employment taxes, including, but not limited to, income tax withholding and social security contributions. Supplier shall pay or withhold any and all taxes, interest or penalties (including, but not limited to, any federal, state, or local withholding or employment taxes, and any penalties related to health care or employee benefits laws) that are imposed, assessed, or levied as a result of this Contract or Services performed pursuant to this Contract. Supplier shall reimburse VITA or any Authorized User in the event that any taxes, interest or penalties are assessed against and paid by VITA or any Authorized User as a result of this Contract.

**B. Licensing Within the Commonwealth**

Any and all licenses granted or provided pursuant to this Contract, whether to Work Product, System Software, COTS Software, or any other Software will be held by:

- i. the Commonwealth, if the Authorized User is an agency as defined by Code § 2.2-2006 or a legislative, judicial and independent agency of the Commonwealth, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code;
- ii. the applicable public body, if the Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity; or
- iii. the applicable private institution of higher education, if the Authorized User is a private institution of higher education listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>.

**C. Incorporated Contractual Provisions**

In addition to the terms, conditions, and obligations of this Contract, Supplier agrees to the VITA "Mandatory Contract Terms" which consist of the VITA:

- "Core Contractual Terms";
- "Required eVA Terms and Conditions"; and

Each of these Mandatory Contract Terms are set forth at the following URL and incorporated into this Contract by reference: <https://www.vita.virginia.gov/procurement/contracts/mandatory-contract-terms/>.

The terms and conditions set forth in documents posted at the URL above, and any successor URL(s), are subject to change pursuant to action by the legislature of the Commonwealth, change in VITA policy, adoption of revised eVA business requirements, or change to IRS Publication 1075. If a change is made to any of the Mandatory Contract Terms documents, a new effective date will be noted in the applicable document title. Supplier is advised to check the URLs, or their successors, periodically.

**D. Compliance with the Federal Lobbying Act**

Supplier's signed certification of compliance with 31 U.S.C. § 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 is incorporated as Exhibit G to this Contract.

**E. Ethics in Public Contracting**

By signing this Contract, Supplier warrants that its assent to this Contract is made without collusion or fraud, and that Supplier has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their proposal or the terms of this Contract. Further, Supplier warrants that it has not conferred any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, on any public employee having official responsibility for this procurement transaction, unless consideration of substantially equal or greater value was exchanged. In

addition, Supplier warrants that it will notify VITA if it becomes aware of a potential conflict of interest in the future.

**F. Governing Law**

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

**G. Dispute Resolution**

In accordance with Code § 2.2-4363, contractual claims, whether for money or other relief, must be submitted in writing to the public body from whom the relief is sought no later than 60 calendar days after final payment; however, written notice of the Supplier's intention to file such claim must be given to such public body at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims will not delay payment of amounts agreed due in the final payment. The relevant public body shall render a final decision in writing within 30 calendar days after its receipt of the Supplier's written claim.

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

In the event of any breach by a Commonwealth agency, Supplier's remedies will be limited to claims for damages and interest allowable under the Code and, if available and warranted, equitable relief. All such claims to be processed pursuant to this Section. In no event will Supplier's remedies include the right to terminate any license or support services hereunder.

**H. Assignment**

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

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

**I. Severability**

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

**J. Survival**

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

**K. Force Majeure**

No Party will be responsible for the delay or failure to meet its obligations under this Contract if the delay or failure arises from causes beyond the reasonable control and without the fault or negligence of the obligated Party. If any performance date under this Contract is postponed or extended pursuant to this Section for longer than 30 calendar days, VITA, by written notice given

during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Authorized User may terminate any order or SOW affected by such postponement or delay.

**L. No Waiver**

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

**M. Remedies**

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

**N. Right to Audit**

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

- i. three (3) years from end date of the Contract;
- ii. at VITA's expense;
- iii. no more than once per every twelve (12) months;
- iv. performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- v. access to Supplier cost information is excluded.

In no event will Supplier have the right to audit, or require to have audited, VITA or any Authorized User.

**O. Taxes**

The Commonwealth is exempt from Federal excise and all State and Local taxes and any such taxes may not be included in Contract prices. Tax certificates of exemption, Form ST-12 can be obtained from Authorized Users upon request. Deliveries against this Contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

**P. Currency**

All prices, costs, or fees in this Contract and all exhibits, schedules, orders, or SOWs will be in United States dollars.

**Q. Non-Disparagement**

Each Party agrees that it shall not engage in any conduct or pattern of conduct that involves the making or publishing of written or oral statements or remarks (including without limitations, the repetition or distribution of derogatory rumors, allegations, negative reports or comments) which are disparaging, deleterious or damaging to the integrity, reputation or good name of any other Party or the Party's affiliates, employees, agents, contractors, or subcontractors. This section will not be construed to prevent a Party from responding publicly to incorrect public statements or from making truthful statements when required by subpoena, court order, or otherwise required by law.

**R. Advertising and Use of Proprietary Marks**

No Party may use the name of the other Party or refer to the other Party, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of the other Party. In no event may any Party use a proprietary mark of the other Party without receiving the prior written consent of the other Party.

**S. Notices**

Any notice required or permitted to be given under this Contract must be in writing and will be deemed to have been sufficiently given if delivered in person, or if deposited in the U.S. mails, postage prepaid, for mailing by registered, certified mail, or overnight courier service addressed:

- i. To VITA and to Supplier, if Supplier is incorporated or formed pursuant to the laws of the Commonwealth, to the addresses shown on the signature page.

ii. To Supplier, if Supplier is incorporated or formed outside the Commonwealth, to the address shown on the signature page and to the Registered Agent registered with the Virginia State Corporation Commission.

Pursuant to Title 13.1 of the Code, VITA or Supplier may change its address for notice purposes by giving the other Party notice of such change in accordance with this Section.

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

**T. Offers of Employment**

During the first twelve (12) months of the Contract, should Supplier hire an employee of any Authorized User who has substantially worked on any project covered by this Contract without prior written consent, the Supplier will be billed for 50% of the employee's annual salary in effect at the time of termination.

**U. Contract Administration**

Supplier agrees that at all times during the Contract Term an account executive, at Supplier's senior management level, will be assigned and available to VITA. Supplier reserves the right to change such account executive upon reasonable advance written notice to VITA.

**V. Captions**

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

**W. Entire Contract**

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

Exhibit A – Requirements

Exhibit B – Pricing

Exhibit C – Statement of Work (SOW) Template

Exhibit D – SOW Change Order Template

Exhibit E – RESERVED

Exhibit F – RESERVED

Exhibit G – Certification Regarding Lobbying

Exhibit H – Supplier Procurement and Subcontracting Plan

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

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

**X. Order of Precedence**

In the event of a conflict, the following order of precedence shall apply: this Contract document, Exhibit A, any individual SOW, Exhibit B, then any project specific order. In the event of a conflict or inconsistency between the negotiated terms of this Contract and any provision incorporated by reference into the Contract (e.g., a section of a License Agreement), the negotiated terms of this Contract will take precedence. For purposes of this section, a "conflict" exists with respect to a subject that has been comprehensively addressed in the Contract when supplementary terms

contained in a provision incorporated by reference would alter the rights and obligations of the Parties set forth in the Contract.

**Y. Counterparts and Electronic Signatures**

This Contract may be executed in multiple counterparts, each of which, when assembled to include an original signature for each of Supplier and VITA, will constitute a complete and fully executed original. All fully executed original counterparts will collectively constitute a single agreement. Signatures transmitted by fax or electronic mail (in portable data format ("**PDF**")) are also permitted as binding signatures to this Contract.

[SIGNATURE PAGE(S) TO FOLLOW]

Signed by the undersigned authorized representatives of VITA and Supplier and effective as of the Effective Date set forth in the preamble of this Contract above.

ePlus Technology, Inc.

VITA, on behalf of the  
COMMONWEALTH OF VIRGINIA

By:   
(Signature)

By: **Nelson P. Moe**  
(Signature)

Name: **Don McLaughlin**  
(Print)

Name: Nelson P. Moe  
(Print)

Title: **SVP Contracts**

Title: CIO of the Commonwealth

Date: **December 8, 2021**

Date: **12/14/2021**

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: Supplier Contact

Address for Notice:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: Contract Administrator

**RFP 2021-10**  
**Exhibit A**  
**Requirements**

## Instructions

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

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

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

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

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

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



	General	A	B
1.1	Does your Solution comply with all current COV ITRM Policies and Standards, as applicable, found at: <a href="https://www.vita.virginia.gov/it-governance/itrm-policies-standards/">https://www.vita.virginia.gov/it-governance/itrm-policies-standards/</a> If proposed solution does not, please provide details that specify the Standard/Policy and how Supplier's solution does not comply.	Y	If any exceptions arise during the course of the contract, we will work with VITA to resolve accordingly.
1.2	Do your proposed interfaces to Commonwealth systems comply with or have approved exceptions to all applicable Commonwealth Data Standards as found at <a href="https://www.vita.virginia.gov/media/vitaviriniagov/it-governance/docs/COV_Adopted_Standards.xlsx">https://www.vita.virginia.gov/media/vitaviriniagov/it-governance/docs/COV_Adopted_Standards.xlsx</a> If not, please explain.	Y	If any exceptions arise during the course of the contract, we will work with VITA to resolve accordingly.
1.3	Does your Solution include personnel with working knowledge of the rules and regulations regarding the Federal E-Rate program? If yes, please explain.	Y	The ePlus Team has been working with E-Rate since it began. Our team has experience with challenges from USAC including Selective Reviews, PIA questions and onsite audits. We have assisted clients in answering questions from PIA and prepare for onsite audits, if necessary. ePlus has invested in a number of highly trained individuals who are responsible for helping customers respond to USAC questions. This dedicated E-Rate team is fully prepared to help our customers with any level of support necessary to ensure their compliance and success with the E-Rate program. All our staff including Sales, Sales Operations and Inside Sales personnel who prepare your quotes stay abreast of changes in the program by attending trainings on an annual basis. We have a relationship in good standing with FCC/USAC/SLD.
1.4	Does your Solution include a valid SPIN number (Service Provider Identification Number)? If yes, please provide number.	Y	143006553
1.5	Does your Solution include a valid SPI (Service Provider Invoice)? If yes, please provide.	Y	As required by USAC rules, ePlus files its FCC Form 473 (SPAC) yearly. We work closely with our customers to follow either a BEAR (FCC Form 472) or SPI (FCC Form 474) invoicing method for their E-rate eligible purchases.
1.6	Does your organization currently have existing K-12 customers in the Commonwealth? If yes, please explain.	Y	ePlus is headquartered in Herndon, VA and has three regional offices located in Hampton Roads, Richmond and Roanoke. We work with various customers throughout the commonwealth to include K-12, municipal, healthcare, universities, and more. Please see Section 6: Supplier Profile, D. Supplier Experience Level and Customer References section in this response for additional details.
1.7	Does your Solution include a complete manufacturer's catalog, including all network products and related services? If yes, please provide detail on how this will be accomplished.	Y	ePlus is proposing solutions for 11 different OEM's, as well as, a list of supporting products. ePlus is authorized to resell the complete manufacturer's catalog, including all network and wireless equipment products and related services for the proposed solutions. ePlus has included a link to all publicly available price lists which can be found in Appendix C- Pricing. The current links to all manufacturers' price lists have been provided on Appendix C. Some may require passwords. We are happy to assist if there are any issues gaining access.
1.8	Does your Solution have the capability of providing network products and related services to all public bodies in the entire Commonwealth? If yes, please provide detail on how this will be accomplished?	Y	ePlus currently supports entities throughout the Commonwealth. From a geographic perspective, we are able to reach any site in Virginia from one of our regionally located offices and headquarters located in Virginia. From a staffing perspective, ePlus has an excellent reputation for maintaining a well certified network engineering team in the Commonwealth. Each office has an account management team that works with our engineers to ensure the needs of our clients are addressed and planned for appropriately.
1.9	Does your Solution include the use of subcontractors or alliances? If yes, please describe the type of work that will be performed by them.	Y	ePlus successfully delivers numerous professional services from internal staff. In some engagements, ePlus uses strategic subcontractors to deliver professional services. These subcontractors enhance the delivery abilities of ePlus to meet customer demands. Strategic subcontractors are listed specifically in Appendix B – Supplier Procurement and Subcontracting Plan.
1.10	Does your Solution include a punch-out catalog website? VITA encourages Suppliers to develop a catalog website that interfaces with eVA. Refer to: <a href="https://eva.virginia.gov/pages/eva-catalogcreation.htm">https://eva.virginia.gov/pages/eva-catalogcreation.htm</a> Please provide either screen shots or a link to serve as an example.	F	ePlus does not provide Public Portals. We can create individual portals upon request. Contract information is provided on our website. <a href="https://www.eplus.com/about-us/industries/contracts-vehicles">https://www.eplus.com/about-us/industries/contracts-vehicles</a>
1.11	Does your organization currently interface, via a punch out to your application, with existing customer e-procurement portals similar to the Commonwealth's eVA portal solution?	F	ePlus does not provide Public Portals. We can create individual portals upon request. Contract information is provided on our website. <a href="https://www.eplus.com/about-us/industries/contracts-vehicles">https://www.eplus.com/about-us/industries/contracts-vehicles</a>
1.12	Does your Solution include product incentives, credits and or rebate programs? If yes, please provide details.	Y	ePlus works closely with our manufacturers. When there are incentives/promotions available for a particular solution that provide increased discount, ePlus may pass that on to the clients using this contract. ePlus can also provide additional incentives, such as trade-in credits for displaced equipment, where permitted by funding sources.
1.13	Does your Solution include volume-tiered discounts on products? If yes, Please provide details.	Y	ePlus will work with our manufacturer partners on volume-based requests and pass along any discounting obtained to the Commonwealth.
1.14	Does your Solution provide any additional related services that would be an added value to the Commonwealth? If so, please explain and provide details.	Y	With 4 Managed Services Centers and 3 Integration Centers throughout the U.S., ePlus can deliver a comprehensive set of Services, including, but not limited to: •Professional Services: With more than 650 engineers certified by the top OEMs in the world, we apply our expertise across all disciplines—including cloud, data center, security, networking, collaboration, and emerging technologies. With ePlus working hard on your side, you will have a trusted partner to plan, architect, deploy, support, and optimize every aspect of your IT footprint. •Managed Services: Our Managed Services practice is built on a unique synergy of people, process, and tools. We deliver 24x7x365 support, a rigorous ITIL-based framework that is independently certified and audited, and customized tools and dashboards that provide greater visibility and intelligence to drive business decisions. •Field Support Services: ePlus has been supporting many customers with our Strategic Technology Staffing and On-Demand Services, helping them extend the reach of their teams as they shift to secure and remote workforce scenarios as well as providing a simple check when they are ready to open. •Assessments: ePlus has the broad, proven experience and partnerships with all major manufacturers to offer assessment capabilities across every critical discipline, including cloud, security, virtualization, networking, data center, and storage. Our assessments help ensure your IT environment is secure and cloud ready. You will be able to evaluate performance to support your business requirements and improve the customer experience as well as gain immediate insight into the health of your environment to reduce risk. You will be armed with an actionable remediation plan for critical issues, cost savings measures, and consolidation opportunities that support your business requirements. When you work with ePlus, you can be confident that best practices are being used and you are adhering to industry standards and compliance requirements. •Training: ePlus offers one to five-day, instructor-led courses featuring leading partner technologies. We provide flexible education options delivered virtually or on site (at designated customer, ePlus, or other authorized training facilities). We also limit class sizes to maximize instructor/student interaction. •Configuration and Warehousing Services: ePlus Configuration Center Services consolidate individual components from multiple OEMs into a single SKU in one cabinet, fully functional upon arrival for faster ROI. Rely on a one-stop shop for full project management based on a repeatable, proven methodology with standardized processes and documentation. We can facilitate multiple site deployments to speed time to market, scaling from low level imaging to full cabinet integration and remote connectivity for final configuration. •Cloud Consulting Services: Regardless of where you are in your journey to cloud, there are challenges that can slow your migration, increase cost, or even derail your adoption. With expertise across key areas such as cloud assessments, foundational deployments, application modernization, migrations, and ongoing operation and management, ePlus can help ensure you meet your goals and leverage cloud to its fullest potential.
1.15	Does your Solution include a dedicated account manager for the duration of any awarded contract? If yes, please explain.	Y	Scott Wray- VITA Account Manager / Marie Davis- SLED Operations Manager
1.16	Will your organization market and promote any resulting contract to schools, universities, local and non-Executive Branch state agencies? If yes, please provide details.	Y	ePlus will include not only the contract, but a summary of the pertinent information and links to the contract documents themselves on its website. Upon award, our marketing team intends to launch a notification campaign in conjunction with our Account Managers to ensure all entities in the Commonwealth are aware. Campaign will include email marketing, social media and a press release.



1.17	Does your Solution include any additional marketing services that would be an added value to the Commonwealth? If yes, please provide details.	Y	ePlus participates and supports the Commonwealth events such as the COVITS, COV Security Conference, ACCS, MEEC, VCCS Chancellors Summit and many more government conferences, summits and events.
1.18	Does your Solution include a customer support program for the duration of any resulting contract? If yes, please describe your organization's ability to keep users informed of new products, changes in technology and other related market information.	Y	ePlus hosts monthly webinars, workshops and continued education events for the Commonwealth community. We host thought leadership events around the state and work with local technology councils to educate our community on best-in-bread solutions and updates in technology.
1.19	Does your Solution or any of your subcontractors' components include any Kaspersky-branded products? See definition below. If yes, please describe. <i>"Kaspersky-branded products" means information security products, solutions, and services supplied, directly or indirectly, by AO Kaspersky Lab or any of its predecessors, successors, parents, subsidiaries, or affiliates, including Kaspersky Lab North America, Kaspersky Lab, Inc., and Kaspersky Government Security Solutions, Inc. (collectively, "Kaspersky"), including those identified below: Kaspersky-branded products currently known to DHS are: Kaspersky Anti- Virus; Kaspersky Internet Security; Kaspersky Total Security; Kaspersky Small Office Security; Kaspersky Anti Targeted Attack; Kaspersky Endpoint Security; Kaspersky Cloud Security (Enterprise); Kaspersky Cybersecurity Services; Kaspersky Private Security Network; and Kaspersky Embedded Systems Security.</i>	N	
1.20	Does your solution provide effective, interactive control and use with nonvisual means and provide 508 Compliance in accordance with the following standard regarding IT Accessibility and 508 Compliance: <a href="https://www.vita.virginia.gov/media/vitavirginiagov/it-governance/psqs/domain-amp-topic-reports/pdf/ETAITAccessibilityTopicReportGOV103.pdf">https://www.vita.virginia.gov/media/vitavirginiagov/it-governance/psqs/domain-amp-topic-reports/pdf/ETAITAccessibilityTopicReportGOV103.pdf</a>  (Refer to <a href="https://www.section508.gov/">https://www.section508.gov/</a> and <a href="http://www.access-board.gov">www.access-board.gov</a> for further information)  If yes, please describe how this functionality is achieved and include a completed Voluntary Product Accessibility Template (VPAT) with your proposal. The VPAT template can be accessed at the following URL: <a href="https://www.section508.gov/sell/vpat">https://www.section508.gov/sell/vpat</a>  If no, does your Solution provide alternate accessibility functionality? Please describe.	Y	If 508 compliance is required for any solution, ePlus is committed to working with the OEM to meet those requirements. Please find attached with this response VPAT documentation provided by proposed manufacturers.  <b>Attachment 8 VPAT Documentation</b>

	Ordering & Reports	A	B
2.1	Will your organization respond to an order request within one (1) business day? Please provide detail on how this will be accomplished.	Y	Order requests are expected to come to ePlus in one of two ways, either directly from an individual or via the eVA portal. Account teams monitor individual team email boxes and are required to respond to order requests within one (1) business day. A team of dedicated Inside Sales Representatives monitors the eVA portal and order requests are provided to the account teams via email several times a day. Please note, if an order is received after business hours (5 PM EST) it is considered to have been received at the start of the next business day.
2.2	Does your Solution include shipment of all "in-stock" hardware, not requiring configuration or installation, within 48 hours of receiving an order? If yes, please explain.	Y	ePlus uses a number of distribution partners with warehouses in the Mid-Atlantic region, which often provides for shipment & delivery of "in-stock", pre-configured equipment in as little as 48 hours. Since ePlus is not a manufacturer of any of the products, we cannot control inventory and availability. During the quoting process, ePlus has the ability to provide insight into estimated times of delivery and always strives to source based on best stock availability and fastest shipping times.
2.3	Does your Solution include an in-house order tracking system that can be accessed by a customer? If yes, please provide details.	Y	ePlus does not provide Public Portals. We can create individual customer portals upon request through our OneSourceIT platform. Order updates and tracking information can also be requested at any time from the customer's dedicated ePlus sales team.
2.4	Does your Solution include restocking fees for returned standard off-the-shelf products? If yes, please explain.	Y	ePlus works with all distributors to avoid restocking fees in any scenario. Per standard ePlus return policy, when restocking and return fees are assessed from our distributors, ePlus will pass that exact fee to the entity requesting the return. Should restocking or return fees result from an ePlus or distributor error, no restocking fee will be issued to the entity.
2.5	Does your Solution include an ordering/billing dispute process to resolve ordering/billing issues? If yes, please explain.	Y	Customers may contact their dedicated Account team for all ordering and invoicing disputes. Disputes are escalated as necessary within ePlus management for timely resolution.
2.6	Does your Solution include reports detailing equipment that has been ordered by customers? If yes, please provide examples.	Y	ePlus can provide purchase and order history reporting to customers on an as-needed basis or any other agreed up on schedule with the customer. The ePlus Account teams are also available to meet with the customer to review these reports as part of our total contract management process ensuring positive customer experience.
2.7	Does your Solution include reports detailing where hardware has been installed? If yes, please provide examples.	Y	Customers electing to purchase our Managed Services solutions will always have an up to date inventory report as to exactly what is on their network as part of the ePlus Managed Services agreement. Documentation that contains device details and locations of the devices installed is delivered before project close out as part of any ePlus implementation engagement. For hardware installed outside of an ePlus engagement, some, but not all, manufacturers provide device installation and coverage lists to customers. One example is Cisco's Enterprise Agreement portal. This portal provides access for the customer team showing where Cisco devices are located, how licences are allocated, and inventory across the client's Smart Account Hierarchy. Additional examples of installation reports are available upon request.
2.8	Does your Solution include any additional inventory management reports that would be an added value to the Commonwealth? If yes, please provide details.	Y	For all customers, ePlus can provide a myriad of reporting options based on select criteria. Based on our experience with current and previous contracts, we envision this customer reporting to include data such as purchase history, renewals, and contract compliance, including dates, pricing, OEM, software versions, delivery methods, inventory coverage, etc. These reports can be provided on an as needed basis or any other agreed upon schedule with the customer. The ePlus Account team is also available to meet with the customer to review these reports as part of our total contract management process ensuring positive customer experience.
2.9	Does your Solution include any invoice/purchase order reports regarding Item 21, in the Universal Service Administrative Company (USAC) template? If yes, please explain.	Y	Upon award, ePlus works closely with their customers to ensure documents such as invoices and purchase orders are reviewed and approved to mirror committed funding. ePlus has the experience to assist schools and libraries in the preparation of required Item 21 documentation on the USAC template for Form 471 submission. Product and maintenance eligibility information must be reviewed and confirmed by the school or library for not only accuracy and completeness, but also with regard to the actual products, prices, and total quantities for which it would like to submit for E-rate funding. Eligibility stated is based on product functionality, as indicated in the applicable Funding Year Eligible Services List.
2.10	Does your Solution include any reports regarding SPIN number and SPI invoicing? If yes, please explain.	Y	Having team members who are trained in procurement policies and requirements of USAC/E-Rate affords us the opportunity to provide expertise and guidance to our clients. Our E-rate team can facilitate reporting to include SPIN number and SPI invoicing for E-rate eligible customers and opportunities. ePlus utilizes Funds for Learning and the USAC.org website to monitor and maintain required documentation. Sample reports can be provided upon request.

	Design, Plan, Install, and Configuration	A	B
3.1	Can your organization work around various school schedules to avoid impacting classroom or busy office times? Please explain.	Y	ePlus has worked with schools in the past and frequently works non-standard hours to minimize classroom disruption.
3.2	Can your organization commit to 8 hour work days starting at the end of a school day but not charging after normal business hour rates. (e.g. working from approximately 3pm to 11pm) If yes, please explain.	Y	ePlus has worked with schools in the past and shifted work day hours to mitigate classroom disruption while also avoiding overtime charges.
3.3	Does your Solution include in house resources that can analyze an existing school's network in order to plan, design and configure a high-density, reliable wireless and wired network? If yes, please explain.	Y	ePlus performs network audits and assessments and can analyze and make recommendations for a design to support a high density user base. This is part of our project quoting process to ensure that the client standards are established and that the solution meeting their needs.
3.4	Does your Solution include detailed methods/practices for designing/installing/validating high-capacity wired and wireless networks? If yes, please explain.	Y	ePlus follows industry standards for designing, installing, and validating all designs with which we are involved. The approach is custom to each client and is dependent on our historical knowledge of the environment, construction material factors, availability for walk through, availability of floor plans, etc. The installation and the quality control (validation) are managed during project delivery by our project management procedures.
3.5	Does your Solution include technicians that can physically mount and install network hardware, including access points and switches? If yes, please explain and list how many field technicians that support installations.	Y	ePlus employs engineers to fully handle an implementation, including mounting and installing switches and access points. With more than 650 engineers certified by the top OEMs in the world, ePlus provides the highest level of professional services. Named personnel will be assigned based on availability and requirements of each project.
3.6	Does your Solution include technicians that can test/validate that a hardware deployment meets network coverage and performance requirements? If yes, please explain.	Y	ePlus has various tools that the engineers use for both coverage analysis and performance requirements.
3.7	Does your Solution include documentation given to customers that includes all installed equipment, part numbers, quantities, serial numbers, and equipment naming? If yes, please explain.	Y	One of ePlus's strengths is our impeccable documentation. During the project, low level design workbooks are completed for the implementation. Upon successful cutover, as built documentation is created including installed equipment, configurations, part numbers, quantities, serial numbers, and device naming.
3.8	Does your Solution include customer training on installed hardware? If yes, please explain.	Y	Training can be provided in a variety of means for installed hardware. ePlus will work with the customer to determine training needs. Traditionally ePlus employs post cutover training for daily management/maintenance of the hardware, some basic troubleshooting details, and 'shadowing' the installer to better learn what is being done during the installation. ePlus is also a reseller of learning credits that can be purchased for formal manufacturer training.

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	12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RFP 2021-10  
Exhibit B- Pricing  
Product Discounts

Note: The current links to all available manufacturer's price lists have been provided below. Some may require passwords or an account. We are happy to assist if there are any issues gaining access.

Enlight B-Pricing Product Discounts		Cisco																		Supporting Products									
		Cisco Public Pricelist		Aerohive/Extreme Eserene Public Pricelist		Fortinet Fortinet Public Pricelist		Aruba/HPE HPE Public Pricelist		Checkpoint Checkpoint Public Pricelist		FS FS Public Pricelist		FireEye FireEye Public Pricelist		Juniper/Mist Juniper Public Pricelist		Palo Alto Palo Alto Public Pricelist		Rubrik Rubrik Public Pricelist		APC/Schneider N/A		Enviros N/A		Liebert/Vertiv N/A			
		Meraki Public Pricelist																											
Product	Category	State Discount % (Off Publically Available Price List)	Academic-K-12 Discount % (Off Publically Available Price List)	State Discount % (Off Publically Available Price List)	Academic Discount % (Off Publically Available Price List)	State Discount % (Off Publically Available Price List)	Academic Discount % (Off Publically Available Price List)	State Discount % (Off Publically Available Price List)	Academic Discount % (Off Publically Available Price List)	State Discount % (Off Publically Available Price List)	Academic Discount % (Off Publically Available Price List)	State Discount % (Off Publically Available Price List)	Academic Discount % (Off Publically Available Price List)	State Discount % (Off Publically Available Price List)	Academic Discount % (Off Publically Available Price List)	State Discount % (Off Publically Available Price List)	Academic Discount % (Off Publically Available Price List)	State Discount % (Off Publically Available Price List)	Academic Discount % (Off Publically Available Price List)	State Discount % (Off Publically Available Price List)	Academic Discount % (Off Publically Available Price List)	State Discount % (Off Publically Available Price List)	Academic Discount % (Off Publically Available Price List)	State Discount % (Off Publically Available Price List)	Academic Discount % (Off Publically Available Price List)	State Discount % (Off Publically Available Price List)	Academic Discount % (Off Publically Available Price List)		
Switches		\$0-\$50,000	41%	41%	49%	45%	45%	22%	22%	32%	32%	N/A	N/A	N/A	N/A	N/A	N/A	38%	38%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
		\$50,001-\$100,000	41%	41%	49%	45%	45%	22%	22%	32%	32%	N/A	N/A	N/A	N/A	N/A	N/A	38%	38%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
		\$100,001-\$200,000	41%	41%	49%	45%	45%	22%	22%	32%	32%	N/A	N/A	N/A	N/A	N/A	N/A	38%	38%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
		\$200,001-\$500,000	41%	41%	49%	45%	45%	22%	22%	32%	32%	N/A	N/A	N/A	N/A	N/A	N/A	38%	38%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
		\$500,001-\$500,000	41%	41%	49%	45%	45%	22%	22%	32%	32%	N/A	N/A	N/A	N/A	N/A	N/A	38%	38%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
Routers		\$500,001-Plus	41%	41%	49%	45%	45%	22%	22%	32%	32%	N/A	N/A	N/A	N/A	N/A	N/A	38%	38%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
		\$0-\$50,000	41%	41%	49%	45%	45%	22%	22%	32%	32%	N/A	N/A	N/A	N/A	N/A	N/A	38%	38%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
		\$50,001-\$100,000	41%	41%	49%	45%	45%	22%	22%	32%	32%	N/A	N/A	N/A	N/A	N/A	N/A	38%	38%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
		\$100,001-\$200,000	41%	41%	49%	45%	45%	22%	22%	32%	32%	N/A	N/A	N/A	N/A	N/A	N/A	38%	38%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
		\$200,001-\$500,000	41%	41%	49%	45%	45%	22%	22%	32%	32%	N/A	N/A	N/A	N/A	N/A	N/A	38%	38%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Security (Firewalls)		\$500,001-Plus	41%	41%	49%	45%	45%	22%	22%	32%	32%	N/A	N/A	N/A	N/A	N/A	N/A	38%	38%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
		\$0-\$50,000	41%	41%	49%	45%	45%	22%	22%	32%	32%	N/A	N/A	N/A	N/A	N/A	N/A	38%	38%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
		\$50,001-\$100,000	41%	41%	49%	45%	45%	22%	22%	32%	32%	N/A	N/A	N/A	N/A	N/A	N/A	38%	38%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
		\$100,001-\$200,000	41%	41%	49%	45%	45%	22%	22%	32%	32%	N/A	N/A	N/A	N/A	N/A	N/A	38%	38%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
		\$200,001-\$500,000	41%	41%	49%	45%	45%	22%	22%	32%	32%	N/A	N/A	N/A	N/A	N/A	N/A	38%	38%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Wireless		\$500,001-Plus	41%	41%	49%	45%	45%	22%	22%	32%	32%	N/A	N/A	N/A	N/A	N/A	N/A	38%	38%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
		\$0-\$50,000	41%	41%	49%	45%	45%	22%	22%	32%	32%	N/A	N/A	N/A	N/A	N/A	N/A	38%	38%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
		\$50,001-\$100,000	41%	41%	49%	45%	45%	22%	22%	32%	32%	N/A	N/A	N/A	N/A	N/A	N/A	38%	38%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
		\$100,001-\$200,000	41%	41%	49%	45%	45%	22%	22%	32%	32%	N/A	N/A	N/A	N/A	N/A	N/A	38%	38%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
		\$200,001-\$500,000	41%	41%	49%	45%	45%	22%	22%	32%	32%	N/A	N/A	N/A	N/A	N/A	N/A	38%	38%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Network Appliances		\$500,001-Plus	41%	41%	49%	45%	45%	22%	22%	32%	32%	N/A	N/A	N/A	N/A	N/A	N/A	38%	38%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
		\$0-\$50,000	41%	41%	49%	45%	45%	22%	22%	32%	32%	N/A	N/A	N/A	N/A	N/A	N/A	38%	38%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
		\$50,001-\$100,000	41%	41%	49%	45%	45%	22%	22%	32%	32%	N/A	N/A	N/A	N/A	N/A	N/A	38%	38%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
		\$100,001-\$200,000	41%	41%	49%	45%	45%	22%	22%	32%	32%	N/A	N/A	N/A	N/A	N/A	N/A	38%	38%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
		\$200,001-\$500,000	41%	41%	49%	45%	45%	22%	22%	32%	32%	N/A	N/A	N/A	N/A	N/A	N/A	38%	38%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A		
Maintenance		\$500,001-Plus	41%	41%	49%	45%	45%	22%	22%	32%	32%	N/A	N/A	N/A	N/A	N/A	N/A	38%	38%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	
		\$0-\$50,000	12%	30%	30%	10%	10%	10%	10%	2%	2%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%		
		\$50,001-\$100,000	12%	30%	30%	10%	10%	10%	10%	2%	2%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%		
		\$100,001-\$200,000	12%	30%	30%	10%	10%	10%	10%	2%	2%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%		
		\$200,001-\$500,000	12%	30%	30%	10%	10%	10%	10%	2%	2%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%		
Supporting Equipment		\$500,001-Plus	12%	30%	30%	10%	10%	10%	10%	2%	2%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	5%	
		\$0-\$50,000	41%	41%	41%	45%	45%	22%	22%	30%	30%	15%	15%	11%	11%	15%	15%	35%	35%	10%	10%	10%	10%	8%	8%	8%	8%		
		\$50,001-\$100,000	41%	41%	41%	45%	45%	22%	22%	30%	30%	15%	15%	11%	11%	15%	15%	35%	35%	10%	10%	10%	10%	8%	8%	8%	8%		
		\$100,001-\$200,000	41%	41%	41%	45%	45%	22%	22%	30%	30%	15%	15%	11%	11%	15%	15%	35%	35%	10%	10%	10%	10%	8%	8%	8%	8%		
		\$200,001-\$500,000	41%	41%	41%	45%	45%	22%	22%	30%	30%	15%	15%	11%	11%	15%	15%	35%	35%	10%	10%	10%	10%	8%	8%	8%	8%		
ePlus Services:	Any Amount		State Discount % (Off Publically Available Price List)	Academic Discount % (Off Publically Available Price List)																									
			5%	5%																									
			5%	5%																									
			5%	5%																									
			3%	3%																									
			5%	5%																									
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			2%	2%																									

\*Supplier is to enter the discount % for each Product Category in both Discount Columns.  
\* If unable to offer Academic discount % please insert State discount % in the Academic Discount % Column.  
\*Supplier is to provide the URL link to the publicly available pricelist.  
\*Delivery Terms : F.O.B. Destination  
\*Supplier may add columns as required for additional MFGs



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Exhibit B- Pricing  
Service Rates

Service Description	Hourly Rate (Normal business hours)	Hourly Rate (After normal business hours)
Network architecture, analysis and design services	\$ 230.00	\$ 290.00
Network equipment installation/configuration services	\$ 170.00	\$ 215.00
Network equipment repair services	\$ 170.00	\$ 215.00
Network technical support services	\$ 170.00	\$ 215.00
Network engineering services	\$ 170.00	\$ 215.00
Network training services	\$ 140.00	\$ 175.00
Other applicable network services (Supplier may fill in additional services)	See table below	See table below

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

\*Supplier shall provide specifications for services listed above.

Service Description Additional	Hourly Rate (Normal business hours)	Hourly Rate (After normal business hours)
Technician	\$ 70.00	\$ 90.00
Senior Technician	\$ 85.00	\$ 105.00
Systems Engineer	\$ 110.00	\$ 140.00
Senior Systems Engineer	\$ 140.00	\$ 175.00
Network Engineer	\$ 170.00	\$ 215.00
Senior Network Engineer	\$ 195.00	\$ 250.00
Network Architect	\$ 210.00	\$ 270.00
Senior Network Architect	\$ 230.00	\$ 295.00
Voice Engineer	\$ 195.00	\$ 250.00
Senior Voice Engineer	\$ 230.00	\$ 295.00
Voice Architect	\$ 245.00	\$ 315.00
Datacenter Engineer	\$ 195.00	\$ 250.00
Senior Datacenter Engineer	\$ 230.00	\$ 295.00
Datacenter Architect	\$ 245.00	\$ 315.00
Security Engineer	\$ 195.00	\$ 250.00
Senior Security Engineer	\$ 230.00	\$ 295.00
Security Architect	\$ 245.00	\$ 315.00
Security Principal	\$ 270.00	\$ 345.00
Project Manager	\$ 165.00	\$ 215.00
Senior Project Manager	\$ 195.00	\$ 250.00

**EXHIBIT C STATEMENT OF WORK (SOW) TEMPLATE  
BETWEEN (NAME OF AUTHORIZED USER) AND [SUPPLIER NAME]**

**ISSUED UNDER**

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

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

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

*(Note to Template Users: Any Service, Licensed Services, Solution or Software provided under this SOW must comply with all COVA Security and Enterprise Architecture ITRM policies, standards and guidelines located at <https://www.vita.virginia.gov/it-governance/itrm-policies-standards>.*

*If Authorized User is a State Agency and determines any area of non-compliance with the ITRM PSGs at the above links in the Service, Licensed Services, Solution or Software to be provided by Supplier under this SOW, such Authorized User's Project Manager must obtain written waiver from VITA in accordance with the waiver process prior to placing any related order or authorizing Supplier to commence any work. Agency should collaborate with their designated Customer Account Manager to obtain such waiver.)*

*[Note to Template Users: Instructions for using this template to draft a Statement of Work are in gray highlight and **italics**. These instructions should be deleted after the appropriate text has been added to the Statement of Work. Contractual language is **not italicized** and should remain in the document. Text that is highlighted in blue is variable based on the nature of the project.]*

**STATEMENT OF WORK**

This Statement of Work ("SOW") is issued by the (Name of Agency/Institution), hereinafter referred to as "Authorized User" under the provisions of the Contract. The objective of the project described in this SOW is for the Supplier to provide the Authorized User with a Solution ("Solution") or Services ("Services") or Software ("Software") or Hardware and Maintenance or Licensed Application Services" for Authorized User Project Name. *(Customize the last sentence to state what you are getting from the Supplier, based on the VITA Contract language, and with your project name.)*

**1. PERIOD OF PERFORMANCE**

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

**2. PLACE OF PERFORMANCE**

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

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

### 3. PROJECT DEFINITIONS

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

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

### 4. PROJECT SCOPE

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

#### A. General Description of the Project Scope

#### B. Project Boundaries

### 5. AUTHORIZED USER'S SPECIFIC REQUIREMENTS

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

#### A. Authorized User-Specific Requirements

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

#### C. Other Project Characteristics to Insure Success

### 6. CURRENT SITUATION

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

#### A. Background of Authorized User's Business Situation

#### B. Current Architecture and Operating System

#### C. Current Work Flow/Business Flow and Processes

#### D. Current Legacy Systems

#### E. Current System Dependencies

#### F. Current Infrastructure (Limitations, Restrictions)

#### G. Usage/Audience Information

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

#### A. Required Products (or Solution Components)

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

#### B. Required Services

*(List the services (e.g., requirements development, Solution design, configuration, interface design, data conversion, installation, implementation, testing, training, risk assessment, performance assessment, support and maintenance) that will be provided by Supplier in the performance of your*



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

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

(Provide an overview and details of training services to be provided for your project and any special requirements for specific knowledge transfer to support successful implementation of the Solution. If the intent is for the Authorized User to become self-sufficient in operating or maintaining the Solution, determine the type of training necessary, and develop a training plan, for such user self-sufficiency. Describe how the Supplier will complete knowledge transfer in the event this Statement of Work is not completed due to actions of Supplier or the non-appropriation of funds for completion affecting the Authorized User. You may refer to the VITA Contract for guidance on the allowable scope for this.)

**D. Support and Maintenance Requirements**

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

**E. Personnel Requirements**

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

**F. Transition Phase-In/Phase-Out Requirements**

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

**8. TOTAL PROJECT PRICE**

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

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

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

**9. PROJECT DELIVERABLES**

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

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

No.	Title	Due Date	Format Required (i.e., electronic/hard copy/CD/DVD)	Distribution Recipients	Review Complete Due Date	Final Due Date
	Project Plan					
	Design Plan					
	Implementation Plan					
	Data Conversion Plan					
	Risk Assessment Plan					
	Test Plan					
	Training Plan					
	Performance Plan					
	Contingency Plan					
	Disaster Recovery Plan					
	Cutover Plan					
	Change Management Plan					
	Transition Plan					
	Monthly Status Reports					
	Quarterly Performance /SLA Reports					
	Training Manual					
	Final Solution Submission Letter					
	Final Acceptance Letter					

#### 10. MILESTONES, DELIVERABLES, PAYMENT SCHEDULE, AND HOLDBACKS

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

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

Milestone Event	Associated Milestone Deliverable(s)	Schedule	Payment	Retainage	Net Payment
Project kick-off meeting	---	Execution + 5 days	---	---	---
Site survey	Site survey report	Execution + 10 days	---	---	---

Requirements Analysis & Development	Design Plan	Execution+45 days	\$30,000	\$15,000	\$15,000
	Project Plan	Execution+45 days			
	Implementation Plan	Execution + 45 days			
Begin Implementation		Execution + 60 days			
Data Conversion & Mapping		Execution + 90 days	\$10,000	\$3,000	\$7,000
Installation of software	---	Execution + 90 days	\$10,000	\$1,000	\$9,000
Installation of hardware	---	Execution + 90 days	\$10,000	\$1,000	\$9,000
Configuration and testing	---	Execution + 120 days	---	---	---
Training	Training manual	Execution + 130 days	\$10,000	\$1,000	\$9,000
30-Day User Acceptance Testing	---	Execution + 160 days	\$20,000	\$2,000	\$18,000
Implementation complete	Solution	Execution + 160 days	\$10,000	--	\$10,000
Final Acceptance		Execution + 210 days	--	--	\$23,000

## 11. EVENTS AND TASKS FOR EACH MILESTONE

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

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

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

## 12. ACCEPTANCE CRITERIA

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

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

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

### 13. PROJECT ASSUMPTIONS AND PROJECT ROLES AND RESPONSIBILITIES

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

#### A. Project Assumptions

The following assumptions are specific to this project:

#### B. Project Roles and Responsibilities

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

##### (Sample Responsibility Matrix)

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

Documentation	√	
Training	√	
Product Maintenance and Support	√	
Problem Tracking	√	√
Troubleshooting – IT Infrastructure		√
Troubleshooting – Solution	√	

#### 14. COMMONWEALTH AND SUPPLIER-FURNISHED MATERIALS, EQUIPMENT, FACILITIES AND PROPERTY

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

**A. Provided by the Commonwealth**

**B. Provided by the Supplier**

#### 15. SECURITY REQUIREMENTS

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

For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary information by the Supplier or an employee or agent of Supplier shall constitute a breach of the Contract.

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

#### 16. REQUIRED STANDARDS, CERTIFICATIONS, AND SPECIFICATIONS

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

(List any specific Commonwealth, VITA, Federal, engineering, trade/industry or professional standards, certifications and specifications that Supplier is required to follow or possess in performing this work. The first bullet includes a link to COVA-required standards for all Commonwealth technology projects. The rest are examples only and highlighted to reflect this. If you need a waiver of any COVA-required standard, please follow the process located at this link:

<http://www.vita.virginia.gov/oversight/default.aspx?id=10344> and select the Data Standards Guidance bulleted link. Your Customer Account Manager can assist you.

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

#### 17. U.S. ENVIRONMENTAL PROTECTION AGENCY'S AND DEPARTMENT OF ENERGY'S ENERGY STAR GUIDELINES RISK MANAGEMENT

(Risk is a function of the probability of an event occurring and the impact of the negative effects if it does occur. Negative effects include schedule delay, increased costs, failure of dependent legacy

system interoperability, other project dependencies that don't align with this project's schedule, and poor quality of deliverables. Depending on the level of risk of this project, as assessed by your Project Manager and/or Steering Committee, this section may contain any or all of the following components, at a level of detail commensurate with the level of risk. Remember to add them to the Deliverables table.)

### C. Initial Risk Assessment

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

### D. Risk Management Strategy

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

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

### E. Risk Management Plan

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

## 18. DISASTER RECOVERY

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

[http://www.vita.virginia.gov/uploadedFiles/Library/ContingencyPlanningGuideline04\\_18\\_2007.pdf](http://www.vita.virginia.gov/uploadedFiles/Library/ContingencyPlanningGuideline04_18_2007.pdf)

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

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

## 19. PERFORMANCE BOND

(If your project is sizeable, complex and/or critical, and the VITA Contract does not already provide for a performance bond, you may want the Supplier to provide one. The VITA Contract may include an Errors and Omissions insurance requirement, which would cover the Supplier's liability for any breach of the Contract or this SOW. Be sure to read the Contract for this information. However, if you feel

that this project warrants further performance incentive due to the project or the Supplier's viability, you may include the following language in this section.)

The Supplier shall post performance bond in an amount equal to one hundred percent (100%) of the total contract value and provide a copy of the bond to Authorized user within (10) days of execution of this SOW Agreement. In the event that the Supplier or any subcontractor or any officer, director, employee or agent of the Supplier or any subcontractor or any parent or subsidiary corporation of the Supplier or any subcontractor fails to fully and faithfully perform each material requirement of this SOW Agreement, including without limitation the Supplier's obligation to indemnify the Authorized User, the performance bond shall be forfeited to Authorized User. The bond shall be in a form customarily used in the technology industry and shall be written by a surety authorized to do business in Virginia and that is acceptable to Authorized User.

## 20. OTHER TECHNICAL/FUNCTIONAL/REQUIREMENTS

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

### A. Service Level Requirements

### B. Mean-Time-Between-Failure Requirements

### C. Data Access/Retrieval Requirements

### D. Additional Warranties

## 21. REPORTING

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

### A. Weekly/Bi-weekly Status Update.

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

### B. Supplier Performance Self-Assessment.

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

### C. Performance Auditing

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

Authorized User (or name of IV&V contractor, if there is one), will audit the results of Supplier's service level obligations and performance requirements on a monthly/quarterly basis, within ten (10) days of receipt of Supplier's self-assessments and service report(s). Any discrepancies will



be discussed between the Authorized User and Supplier and any necessary invoice/payment adjustments will be made. If agreement cannot be reached, the Authorized User and Supplier will escalate the matter in accordance with the Escalation provision of the Contract. *(If none, you may add your escalation procedure in this section.)*

#### **D. Supplier Performance Assessments**

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

## **22. CHANGE MANAGEMENT**

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

For complex and/or major projects, it is recommended that you use the VITA PMD processes and templates located at: <http://www.vita.virginia.gov/oversight/projects/default.aspx?id=567>.

Administrative or non-technical/functional changes (deliverables, schedule, point of contact, reporting, etc.) should extrapolate the affected sections of this SOW in a "from/to" format and be placed in a numbered modification letter referencing this SOW and date, with a new effective date. The VITA Contract may include a template for your use or you may obtain one from the VITA Contract's Point of Contact. It is very important that changes do not conflict with, but do comply with, the VITA Contract, which takes precedence. The following language may be included in this section, but additional language is needed to list any technical/functional change management areas specific to this SOW; i.e., configuration, incident, work flow, or any others of a technical/functional nature.)

All changes to this SOW must comply with the Contract. Price changes must comply with the Code of Virginia, § 2.2-4309. All changes to this SOW shall be in written form and fully executed between the Authorized User's and the Supplier's authorized representatives. For administrative changes, the parties agree to use the change template, attached to this SOW. For technical/functional change management requirements, listed below, the parties agree to follow the processes and use the templates provided at this link: <http://www.vita.virginia.gov/it-governance/project-management/project-management-templates-tools/>.

## **23. POINT OF CONTACT**

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

Authorized User: \_\_\_\_\_

Supplier: \_\_\_\_\_

[SIGNATURE PAGE(S) TO FOLLOW]



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

**Supplier:**

**Authorized User:**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Template****EXHIBIT D to Contract VA-XXXX-XXXX**

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

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

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

*[Note: Instructions for using this template to draft a Change Order are in gray. These instructions should be deleted after the appropriate text has been added to the Change Order. Contractual language is not in gray and should remain in the document. Text that is highlighted in blue is contractual language that is variable based on the nature of the project and in final form should not be highlighted. Agency/Institution should remove the first two lines of the heading, which pertain to this template as an Exhibit to the VITA Contract and remove the Exhibit reference from the header.]*

**CHANGE ORDER**

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

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

**1. PERIOD OF PERFORMANCE**

The following change is made to the Period of Performance:

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

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

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

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

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

- i). The Contract

- ii). Statement of Work ~~C-X~~, as amended by this and previous Change Orders, with the more current Change Orders superseding older Change Orders.

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

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

[SIGNATURE PAGE(S) TO FOLLOW]

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

**Supplier:**

**Authorized User:**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print)

Name: \_\_\_\_\_  
(Print)

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Note that Exhibits E and F are marked as 'RESERVED' in the Contract document so there are no Exhibits.

**EXHIBIT G**  
**CERTIFICATION REGARDING LOBBYING**

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

- i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Signature:



Printed Name:

Steve Mencarini - Senior VP

Organization:

ePlus Technology, inc.

Date:

8/4/21

## Exhibit H - Supplier Procurement and Subcontracting Plan

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

Supplier Name: ePlus Technology, inc.

Preparer Name: Steve Mencarini Date: 7/30/2021

### Instructions

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

### Section A

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

- ☐ Small Business
- ☐ Small and Women-owned Business
- ☐ Small and Minority-owned Business
- ☐ Small Service Disabled Veteran-owned Business
- ☐ Micro Business
- ☐ Micro Business and Women-owned Business
- ☐ Micro Business and Minority-owned Business
- ☐ Micro Service Disabled Veteran-owned Business

Certification Number: \_\_\_\_\_

Certification Approval Date: \_\_\_\_\_

Certification Expiration Date: \_\_\_\_\_

### Section B

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

Small Business Name & Address DSBSD Certificate # (Leave certificate number blank if Non-SWaM)	Status if Small Business is also: Women (W), Minority (M), Service-Disabled Veteran (D), Micro Business (O) Non-SWaM (NS)	Contact Person, Telephone & Email	Type of Goods and/or Services
<b>Virginia based companies vetted by ePlus Technology which may be utilized on an as needed basis throughout the term of the contract. Virginia SCC # provided.</b>			
Innate Networks, LLC 870 Greenbrier Circle, Suite 110 Chesapeake, VA 23320 Cert# 710501 SCC # S4182103	O	Tom Maurin 804.476.0662 tmaurin@innatenw.com	Professional Services
Simplified Communications 417 S Lynnhaven Road, Suite 105 Virginia Beach, VA 23452 Cert# in process SCC # 05258025	NS	Bryan Campbell 757.276.1374 bcampbell@simplifiedcomm.net	Professional Services
Intelivant Consulting, LLC 10112 Cool Hive Place Mechanicsville, VA 23116 SCC # S8634182	NS	David Parrish 804.647.5092 david.parrish@intelivant.com	Professional Services
<b>Out of state companies vetted by ePlus Technology which may be utilized on an as needed basis throughout the term of the contract. Verification of certification and/or ability to conduct business in VA will be provided, if required, prior to project.</b>			
Telcobuy 60 Weldon Parkway St. Louis, MO 63043	M	Stephanie Chambers 314.212.1844 stephanie.ferber@telcobuy.com	Products
Maureen Data Systems 500 W 43 <sup>rd</sup> Street, Suite 33E New York, NY 10036	W	Keith Ginsberg 646.744.1061 kginsberg@mdsny.com	Products
Enabling Technologies 20865 Corkscrew Shores Blvd. Estero, FL 33928	NS	Tiffany Satoris 443.625.5216 tsatoris@enablingtechcorp.com	Professional Services
i4DM 8227 Cloverleaf Drive, Suite 312 Millersville, MD 21108	NS	Tiernan Wallace 443.336.0072 twallace@i4dm.com	Professional Services
Enterprise IT Solutions 15105 John J Delaney Drive, Suite D-32 Charlotte, NC 28277	NS	Leo Chavez 803.493.7549 chavezl@eits.com	Professional Services
Jenne Inc. 33665 Chester Road Avon, OH 44011	NS	Keith Byette 440.580.2851 kbyette@jenne.com	Products



Mobilematics 8207 Main Street, Suite 11B Williamsville, NY 14221	NS	Dominick Borrello 408.498.9995 dominick@mobilematics.net	Products
<b>SWaM Overall Commitment Percentage</b>  Please state here the overall commitment percentage for DSBSD-certified SWaM businesses directly performing the Requirements of this Contract:  Note: The percentage above ONLY APPLIES to DSBSD-certified SWaM businesses who are directly performing the Requirements of this Contract. Do not include in the percentage any businesses performing the Requirements of this Contract that are non-SWaM businesses.			1% or less

## VA-211201 Network Products and Services Renewal 2022 - 12/28/22

Jones, Mary (VITA) <m.jones@vita.virginia.gov>

on behalf of

SCM Info (VITA) <SCMInfo@vita.virginia.gov>

Wed 12/28/2022 3:07 PM

To: Kent Stokley (kstokley@hundercattech.com <kstokley@hundercattech.com>; tm.urin@nwsolutions.com (tm.urin@nwsolutions.com <tm.urin@nwsolutions.com>; Marie Davis (marie.davis@plus.com <marie.davis@plus.com>; john.hagerty@si.net (john.hagerty@si.net) <john.hagerty@si.net>; vasales@sitech.com (vasales@sitech.com <vasales@sitech.com>; kleibl@etadvanced.net (kleibl@etadvanced.net) <kleibl@etadvanced.net>; sshubick@icom corp.com (sshubick@icom corp.com <sshubick@icom corp.com>  
Cc: McKenzie, James (VITA) <James.McKenzie@vita.virginia.gov>

Dear Supplier,

Per Section 3.A. ("Term and Termination") of the above referenced contract, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for the next available annual renewal period as stated in your contract. Should you have any questions, please feel free to contact SCM.

The contract expiration date is now 12/13/2024.

The contracts under this renewal notice on 12/28/2022 are:

VA-211201-ANS
VA-211201-DISY
VA-211201-ELSY
VA-211201-EPLS
VA-211201-INW
VA-211201-TCTL
VA-211201-VICC

This email serves as your renewal.

Please reply confirming receipt.

--

**Supply Chain Management**

Virginia IT Agency (VITA)

*Connecting - Protecting - Innovating*

SCMInfo@vita.virginia.gov

804-416-6317

VA-211201 Network Products and Services Renewal Notice 2024

Jones, Mary (VITA) <mjones@vita.virginia.gov>  
on behalf of  
SCMInfo (VITA) <SCMInfo@vita.virginia.gov>

Thu 1/11/2024 11:04 AM

Bcc:MacKenzie, James (VITA) <James.MacKenzie@vita.virginia.gov>;Leslie, Doug (VITA) <Doug.Leslie@vita.virginia.gov>;White, Larry (VITA) <Larry.White@vita.virginia.gov>;sales@appliedtechnologyservices.com <sales@appliedtechnologyservices.com>;tcosta@carouselindustries.com (tcosta@carouselindustries.com) <tcosta@carouselindustries.com>;Tim Younger (timyoun@cdwg.com) <timyoun@cdwg.com>;dheilman@nwncarousel.com <dheilman@nwncarousel.com>;paul.pfleger@copperriverit.com (paul.pfleger@copperriverit.com) <paul.pfleger@copperriverit.com>;Joe Street (jstreet@ena.com) <jstreet@ena.com>;vasales@daly.com (vasales@daly.com) <vasales@daly.com>;vasales@dsitech.com (vasales@dsitech.com) <vasales@dsitech.com>;kleibl@getadvanced.net (kleibl@getadvanced.net) <kleibl@getadvanced.net>;Marie Davis (marie.davis@eplus.com) <marie.davis@eplus.com>;john.hagerty@esi.net (john.hagerty@esi.net) <john.hagerty@esi.net>;tmaurin@inwsolutions.com (tmaurin@inwsolutions.com) <tmaurin@inwsolutions.com>;sclark@networkingtech.com <sclark@networkingtech.com>;virginiagov@shi.com (virginiagov@shi.com) <virginiagov@shi.com>;Kent Stokley (kstokley@thundercattech.com) <kstokley@thundercattech.com>;virginiaedu@shi.com (virginiaedu@shi.com) <virginiaedu@shi.com>;Jerome\_Walker@SHI.com <Jerome\_Walker@SHI.com>

Dear Supplier,

Per Section 3.A. (“Term and Termination”) of the above referenced contract, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for the next available annual renewal period as stated in your contract. Should you have any questions, please feel free to contact SCM.

The contract expiration date is now 12/13/25

Contracts under this renewal notice:

VA-211201-ANS
VA-211201-ATS
VA-211201-CDWG
VA-211201-CRIT
VA-211201-CRSL
VA-211201-DALY
VA-211201-DISY
VA-211201-ELSY
VA-211201-ENA
VA-211201-EPLS
VA-211201-INWS
VA-211201-NTS
VA-211201-SHI
VA-211201-TCTL
VA-211201-VICC

This email serves as your renewal.

Please reply confirming receipt of this notice.

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**Supply Chain Management**

Virginia IT Agency (VITA)

*Connecting - Protecting - Innovating*

[SCMInfo@vita.virginia.gov](mailto:SCMInfo@vita.virginia.gov)

Caution: External email. Unless you recognize the sender, do not respond, click or open links/attachments.



## VA-211201 Network Products and Services Renew Notice 2025

From: Jones, Mary (VITA) <m.jones@ita.virginia.gov>  
on behalf of  
SCMInfo (VITA) <SCMInfo@ita.virginia.gov>

Date: 11/20/2024 11:38 AM

To: Jerry M. Sseur@ gna5.com <jerry.m.sseur@ gna5.com ; sales@ appliedtechnologyservices.com  
<sales@ appliedtechnologyservices.com ; Tim Younger (tim.oun@ dwg.com <tim.oun@ dwg.com ;  
paul.pfleger@ opperriverit.com (paul.pfleger@ opperriverit.com <paul.pfleger@ opperriverit.com ; Daniel  
Heilmann <DHeilmann@ wncarousel.com ; tcosta@ arouselindustries.com (tcosta@ arouselindustries.com  
<tcosta@ arouselindustries.com ; vasales@ aly.com (vasales@ aly.com <vasales@ aly.com ;  
vasales@ sitech.com (vasales@ sitech.com <vasales@ sitech.com ; M. EY, BRIAN C  
<BRIAN.M.EY@ erox.com ; will.taylor@ ayo.com <will.taylor@ ayo.com ; Marie Davis  
(marie.davis@ plus.com <marie.davis@ plus.com ; Justin Gore <jgore@ nwsolutions.com ;  
m.randon@ hinknts.com <m.randon@ hinknts.com ; virginia.gov@ hi.com (virginia.gov@ hi.com  
<virginia.gov@ hi.com ; virginia.edu@ hi.com (virginia.edu@ hi.com <virginia.edu@ hi.com ; Jerome W. Iker  
<Jerome\_W\_Iker@ HI.com ; Christian Costa <Christian\_Costa@ HI.com ; Erik Schroeder  
(eschroeder@ hundercattech.com <eschroeder@ hundercattech.com ; Kent Stokley  
(kstokley@ hundercattech.com <kstokley@ hundercattech.com ; mast <mast@ hundercatTech.com  
Cc: Wite, Larry (VITA) <Larry.Wite@ ita.virginia.gov>; Leslie, Doug (VITA) <Doug.Leslie@ ita.virginia.gov>;  
McKenzie, James (VITA) <James.McKenzie@ ita.virginia.gov>

Dear Supplier,

Per Section 3.A. ("Term and Termination") of the above referenced contract, The Virginia Information Technologies Agency has elected to exercise its option to renew the contract for the next available annual renewal period as stated in your contract. Should you have any questions, please feel free to contact SCM.

The contract expiration date is now 12/13/26

Contracts under this renewal notice:

VA-211201-ANS  
VA-211201-ATS  
VA-211201-CDW  
VA-211201-CRIT  
VA-211201-CRSL  
VA-211201-DALY  
VA-211201-DISY  
VA-211201-ELSY  
VA-211201-ENA  
VA-211201-EPLS  
VA-211201-INW  
VA-211201-NTS  
VA-211201-SHI

VA-211201-TCTL

VA-211201-VICC

This email serves as your renewal.

Please reply to confirm receipt of this notice.

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**Supply Chain Management**

Virginia IT Agency (VITA)

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[SCMinfo@vita.virginia.gov](mailto:SCMinfo@vita.virginia.gov)