



Invitation for Bid (IFB)

SOLICITATION, OFFER AND AWARD

IFB NUMBER
2017-06

DATE ISSUED
2/14/2017

DATE DUE
3/14/2017

REQ. NUMBER
n/a

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

ISSUING OFFICE

VITA - Supply Chain Management
11751 Meadowville Lane
Chester, VA 23836

SHIP TO: as specified in each order

BILL TO: as specified in each order

SOLICITATION Two Way Radios

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

OFFER

In compliance with the Terms and Conditions set forth in this solicitation, the undersigned agrees, if this offer is accepted within 90 days from the Date Due above, to furnish any or all Bid Items awarded at the prices offered in the Pricing Schedule, delivered to the Ship To address within the time specified in individual orders. All offers are subject to the mandatory Terms and Conditions set forth herein.

BIDDER INFORMATION

SUPPLIER FEIN 54-2009230

SUPPLIER NAME Radio Communications of Virginia, Inc.

ADDRESS 1282 Mountain Road

CITY/STATE/ZIP Glen Allen, VA 23060

E-MAIL ggillen@rcvinc.com

PHONE (804) 266-8999

FAX (804) 262-6846


BIDDER'S BINDING SIGNATURE

George L. Gillen, Jr.

PRINTED NAME

AWARD

BID ITEMS AWARDED
AWARDED BY
AWARD DATE
CONTRACT NUMBER
SIGNATURE

 for the Chief Information Officer (CIO)
of the Commonwealth of Virginia

PRINTED NAME

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

Exhibit A - Pricing

Product Price List

Supplier Name:	Radio Communications of Virginia, Inc.		
Submitted By:	Goerge L. Gillen, Jr.	phone:	(804) 266-8999
		email:	ggillen@rcvinc.com

URL	Frequency
http://rcvinc.com/mrsp-price-lists	Quarterly Updates
http://rcvinc.com/mrsp-price-lists	Quarterly Updates

Comprehensive Two-Way Radio Product Catalog/Price List

Product Description Fields					Government Pricing			Academic Pricing		
Product Category	Part Number (if different than manuf. Product #)	Brand Manufacturer	Manufacturer Product Number	Product Description	Index Price	Percentage Discount	Net Price Offered to Commonwealth	Index Price	Percentage Discount	Net Price Offered to Commonwealth
Motorola Commercial Price Pages										
Commercial Portables	All	Motorola		Portable Radio	MSRP	25.00%	#VALUE!		25.00%	\$ -
CP200D VHF	AAH01JDC9JC2_N	Motorola	AAH01JDC9JC2_N	Portable Radio	\$ 485.00	25.00%	\$ 363.75	\$ 485.00	25.00%	\$ 363.75
Portable Accessories	All	Motorola		Portable Accessories		18.00%	\$ -		18.00%	\$ -
Portable Accessories	RAN4041	Motorola	RAN4041	VHF Helical Antenna	\$ 20.00	18.00%	\$ 16.40	\$ 20.00	18.00%	\$ 16.40
Commercial Mobiles	All	Motorola		Mobile Radio		25.00%	\$ -		25.00%	\$ -
CM200D VHF	AAM01JNC9JC1_N	Motorola	AAM01JNC9JC1_N	Mobile Radio	\$ 501.67	25.00%	\$ 376.25	\$ 501.67	25.00%	\$ 376.25
Mobiles Accessories	All	Motorola		Mobile Accessories		18.00%	\$ -		18.00%	\$ -
Mobiles Accessories	AAREX4617	Motorola	AAREX4617	Handset	\$ 132.00	18.00%	\$ 108.24	\$ 132.00	18.00%	\$ 108.24
Fixed Equipment	VXR7000	VERTEX	A13670010	Analog Repeater	\$ 1,650.00	20.00%	\$ 1,320.00	\$ 1,650.00	20.00%	\$ 1,320.00
Extended Warranty		Motorola		Subscribers		0.00%	\$ -		0.00%	\$ -
Motorola Professional Price Pages										
MOTOTRBO Portables		Motorola		Portable Radio		21.00%	\$ -		21.00%	\$ -
MOTOTRBO Portables	XPR3300e	Motorola	AAH02JDC9VA1AN	Portable Radio	\$ 601.67	21.00%	\$ 475.32	\$ 601.67	21.00%	\$ 475.32
MOTOTRBO Port Accessory	Accessory/Parts	Motorola	ALL	Accessory		15.00%	\$ -		15.00%	\$ -
MOTOTRBO Port Accessory	PMMN4046	Motorola	PMMN4046	Speaker Mic	\$ 100.00	15.00%	\$ 85.00	\$ 100.00	15.00%	\$ 85.00
Astro Digital P25		Motorola		Portable		21.00%	\$ -		21.00%	\$ -
Astro Digital P25	APX1000 Mod 1.5	Motorola	H84KDD9PW5_N	VHF Portable	\$ 1,350.00	21.00%	\$ 1,066.50	\$ 1,350.00	21.00%	\$ 1,066.50
MOTOTRBO Mobiles		Motorola		Mobiles		21.00%	\$ -		21.00%	\$ -
MOTOTRBO Mobiles	XPR5350	Motorola	AAM28JNC9RA1_N	VHF Mobiles	\$ 795.67	21.00%	\$ 628.58	\$ 795.67	21.00%	\$ 628.58
MOTOTRBO MOB ACCY	Accessory/Parts	Motorola	ALL	Accessory		15.00%	\$ -		15.00%	\$ -
MOTOTRBO MOB ACCY	HSN8145	Motorola	HSN8145	Speaker	\$ 47.50	15.00%	\$ 40.38	\$ 47.50	15.00%	\$ 40.38
MOTOTRBO Data Applications		Motorola				10.00%	\$ -		10.00%	\$ -
MOTOTRBO Fixed Equipment		Motorola				15.00%	\$ -		15.00%	\$ -
MOTOTRBO Fixed Equipment	SLR8000	Motorola	T8319	Base/Repeater	\$ 3,500.00	15.00%	\$ 2,975.00	\$ 3,500.00	15.00%	\$ 2,975.00
Broadband Solutions		Motorola				10.00%	\$ -		10.00%	\$ -
Broadband Solutions	LEX110	Motorola	HK2056	LTE Device	\$ 1,000.00	10.00%	\$ 900.00	\$ 1,000.00	10.00%	\$ 900.00
Analog Portables		Motorola				21.00%	\$ -		21.00%	\$ -
Lowband Mobile	VX5500	VERTEX	AC034L007 VX	Mobile	\$ 922.50	20.00%	\$ 738.00	\$ 922.50	20.00%	\$ 738.00
Lowband Mobiles ACCY		VERTEX		Accessory		15.00%	\$ -		15.00%	\$ -
Analog Fixed Equipment		Motorola		Base/Repeater		15.00%	\$ -		15.00%	\$ -
Analog Fixed Equipment	GTR8000	Motorola	T7039	Base/Repeater	\$ 6,000.00	15.00%	\$ 5,100.00	\$ 6,000.00	15.00%	\$ 5,100.00
Minitor VI Pagers	All	Motorola		Pagers		18.00%	\$ -		18.00%	\$ -
EXTENDED WARRANTY	Subscribers	Motorola				0.00%	\$ -		0.00%	\$ -
Software		Motorola				0.00%	\$ -		0.00%	\$ -
NOTE: THE ABOVE LIST CONTAINS EXAMPLES OF CATEGORIES THAT ARE LISTED ON THE MOROROLA COMMERCIAL AND PROFESSIONAL PRICE PAGES. THESE EXAMPLES SET THE DISCOUNT PRICING FOR CATEGORIES ON THE PRICE PAGES AS LISTED							\$ -			\$ -
Motorola Commercial Price Pages										
Two-Way Raidios	DTR50	Motorola	AAH73WCF9NA5_N	900MHz Portable	\$ 350.00	25.00%	\$ 262.50	\$ 350.00	25.00%	\$ 262.50
Two-Way Raidios	CP200d	Motorola	AAH01JDC9JC2_N	VHF Portable	\$ 485.00	25.00%	\$ 363.75	\$ 485.00	25.00%	\$ 363.75
Two-Way Raidios	CP200d	Motorola	AAH01QDC9JC2_N	UHF Portable	\$ 518.33	25.00%	\$ 388.75	\$ 518.33	25.00%	\$ 388.75
Two-Way Raidios	CP200d	Motorola	AAH01JDC9JA2_N	VHF Portable	\$ 568.33	25.00%	\$ 426.25	\$ 568.33	25.00%	\$ 426.25
Two-Way Raidios	CP200d	Motorola	AAH01QDC9JA2_N	UHF Portable	\$ 601.67	25.00%	\$ 451.25	\$ 601.67	25.00%	\$ 451.25
Two-Way Raidios	SL300	Motorola	AAH88JCC9JA2_N	VHF Portable	\$ 356.33	25.00%	\$ 267.25	\$ 356.33	25.00%	\$ 267.25
Two-Way Raidios	SL300	Motorola	AAH88JCP9JA2_N	VHF Portable	\$ 396.33	25.00%	\$ 297.25	\$ 396.33	25.00%	\$ 297.25
Two-Way Raidios	SL300	Motorola	AAH88QCC9JA2_N	UHF Portable	\$ 382.07	25.00%	\$ 286.55	\$ 382.07	25.00%	\$ 286.55
Two-Way Raidios	SL300	Motorola	AAH88QCP9JA2_N	UHF Portable	\$ 432.07	25.00%	\$ 324.05	\$ 432.07	25.00%	\$ 324.05
Two-Way Raidios	VL50	Motorola	P24VPC03D2_A	UHF Portable	\$ 255.00	25.00%	\$ 191.25	\$ 255.00	25.00%	\$ 191.25
Two-Way Raidios	BPR40	Motorola	AAH84KDS8AA1_N	VHF Portable	\$ 233.00	25.00%	\$ 174.75	\$ 233.00	25.00%	\$ 174.75
Two-Way Raidios	BPR40	Motorola	AAH84KDJ8AA1_N	VHF Portable	\$ 258.00	25.00%	\$ 193.50	\$ 258.00	25.00%	\$ 193.50
Two-Way Raidios	BPR40	Motorola	AAH84RCS8AA1_N	UHF Portable	\$ 250.00	25.00%	\$ 187.50	\$ 250.00	25.00%	\$ 187.50
Two-Way Raidios	BPR40	Motorola	AAH84RCJ8AA1_N	UHF Portable	\$ 275.00	25.00%	\$ 206.25	\$ 275.00	25.00%	\$ 206.25
Two-Way Raidios	CP185	Motorola	AAH03KEF8AA7_N	VHF Portable	\$ 315.00	25.00%	\$ 236.25	\$ 315.00	25.00%	\$ 236.25
Two-Way Raidios	CP185	Motorola	AAH03RDF8AA7_N	UHF Portable	\$ 332.00	25.00%	\$ 249.00	\$ 332.00	25.00%	\$ 249.00
Two-Way Raidios	CP185	Motorola	AAH03KEC4AB7_N	VHF Portable	\$ 315.00	25.00%	\$ 236.25	\$ 315.00	25.00%	\$ 236.25
Two-Way Raidios	CP185	Motorola	AAH03KEF4AB7_N	VHF Portable	\$ 315.00	25.00%	\$ 236.25	\$ 315.00	25.00%	\$ 236.25

Two-Way Radios	CP185	Motorola	AAH03RDC4AB7_N	UHF Portable	\$ 332.00	25.00%	\$ 249.00	\$ 332.00	25.00%	\$ 249.00
Two-Way Radios	CP185	Motorola	AAH03RDF4AB7_N	UHF Portable	\$ 332.00	25.00%	\$ 249.00	\$ 332.00	25.00%	\$ 249.00
Portable Accessories	All	Motorola		Portable Accessories		18.00%	\$ -		18.00%	\$ -
Two-Way Radios	CM200d	Motorola	AAM01JNC9JC1_N	VHF Mobile	\$ 501.67	25.00%	\$ 376.25	\$ 501.67	25.00%	\$ 376.25
Two-Way Radios	CM200d	Motorola	AAM01JQC9JC1_N	VHF Mobile	\$ 560.00	25.00%	\$ 420.00	\$ 560.00	25.00%	\$ 420.00
Two-Way Radios	CM200d	Motorola	AAM01QNC9JC1_N	UHF Mobile	\$ 551.67	25.00%	\$ 413.75	\$ 551.67	25.00%	\$ 413.75
Two-Way Radios	CM200d	Motorola	AAM01QPC9JC1_N	UHF Mobile	\$ 610.00	25.00%	\$ 457.50	\$ 610.00	25.00%	\$ 457.50
Two-Way Radios	CM200d	Motorola	AAM01JNC9JA1_N	VHF Mobile	\$ 585.00	25.00%	\$ 438.75	\$ 585.00	25.00%	\$ 438.75
Two-Way Radios	CM200d	Motorola	AAM01JQC9JA1_N	VHF Mobile	\$ 643.33	25.00%	\$ 482.50	\$ 643.33	25.00%	\$ 482.50
Two-Way Radios	CM200d	Motorola	AAM01QNC9JA1_N	UHF Mobile	\$ 635.00	25.00%	\$ 476.25	\$ 635.00	25.00%	\$ 476.25
Two-Way Radios	CM200d	Motorola	AAM01QPC9JA1_N	UHF Mobile	\$ 693.33	25.00%	\$ 520.00	\$ 693.33	25.00%	\$ 520.00
Two-Way Radios	CM300d	Motorola	AAM01JNH9JC1_N	VHF Mobile	\$ 560.00	25.00%	\$ 420.00	\$ 560.00	25.00%	\$ 420.00
Two-Way Radios	CM300d	Motorola	AAM01JQH9JC1_N	VHF Mobile	\$ 618.33	25.00%	\$ 463.75	\$ 618.33	25.00%	\$ 463.75
Two-Way Radios	CM300d	Motorola	AAM01QNH9JC1_N	UHF Mobile	\$ 610.00	25.00%	\$ 457.50	\$ 610.00	25.00%	\$ 457.50
Two-Way Radios	CM300d	Motorola	AAM01QPH9JC1_N	UHF Mobile	\$ 668.33	25.00%	\$ 501.25	\$ 668.33	25.00%	\$ 501.25
Two-Way Radios	CM300d	Motorola	AAM01JNH9JA1_N	VHF Mobile	\$ 643.33	25.00%	\$ 482.50	\$ 643.33	25.00%	\$ 482.50
Two-Way Radios	CM300d	Motorola	AAM01JQH9JA1_N	VHF Mobile	\$ 701.67	25.00%	\$ 526.25	\$ 701.67	25.00%	\$ 526.25
Two-Way Radios	CM300d	Motorola	AAM01QNH9JA1_N	UHF Mobile	\$ 693.33	25.00%	\$ 520.00	\$ 693.33	25.00%	\$ 520.00
Two-Way Radios	CM300d	Motorola	AAM01QPH9JA1_N	UHF Mobile	\$ 751.67	25.00%	\$ 563.75	\$ 751.67	25.00%	\$ 563.75
Mobiles Accessories	All	Motorola		Mobile Accessories		18.00%	\$ -		18.00%	\$ -
Two-Way Radios	VXR7000	VERTEX	A13670010	VHF Repeater	\$ 1,650.00	20.00%	\$ 1,320.00	\$ 1,650.00	20.00%	\$ 1,320.00
Two-Way Radios	VXR7000	VERTEX	A13680014	UHF Repeater	\$ 1,650.00	20.00%	\$ 1,320.00	\$ 1,650.00	20.00%	\$ 1,320.00
Two-Way Radios	MC1000	Motorola	L3213	Tone Remote	\$ 545.00	20.00%	\$ 436.00	\$ 545.00	20.00%	\$ 436.00
Two-Way Radios	MC2000	Motorola	L3216	Tone Remote	\$ 1,300.00	21.00%	\$ 1,027.00	\$ 1,300.00	20.00%	\$ 1,040.00
Two-Way Radios	MC2500	Motorola	L3217	Tone Remote	\$ 2,482.00	20.00%	\$ 1,985.60	\$ 2,482.00	21.00%	\$ 1,960.78
Motorola Professional Price Pages										
Two-Way Radios	XPR 3300e	Motorola	AAH02JDC9VA1AN	VHF Portable	\$ 601.67	21.00%	\$ 475.32	\$ 601.67	21.00%	\$ 475.32
Two-Way Radios	XPR 3300e	Motorola	AAH02RDC9VA1AN	UHF Portable	\$ 643.33	21.00%	\$ 508.23	\$ 643.33	21.00%	\$ 508.23
Two-Way Radios	XPR 3300e	Motorola	AAH02JDH9VA1AN	VHF Portable	\$ 660.00	21.00%	\$ 521.40	\$ 660.00	21.00%	\$ 521.40
Two-Way Radios	XPR 3300e	Motorola	AAH02RDH9VA1AN	UHF Portable	\$ 702.00	21.00%	\$ 554.58	\$ 702.00	21.00%	\$ 554.58
Two-Way Radios	XPR 7350e	Motorola	AAH56JDC9RA1_N	VHF Portable	\$ 1,153.17	21.00%	\$ 911.00	\$ 1,153.17	21.00%	\$ 911.00
Two-Way Radios	XPR 7350e	Motorola	AAH56RDC9RA1_N	UHF Portable	\$ 1,199.00	21.00%	\$ 947.21	\$ 1,199.00	21.00%	\$ 947.21
Two-Way Radios	XPR 7380e	Motorola	AAH56UCC9RB1_N	800/900MHz Port.	\$ 1,199.00	21.00%	\$ 947.21	\$ 1,199.00	21.00%	\$ 947.21
Two-Way Radios	XPR 7550e	Motorola	AAH56JDN9WA1_N	VHF Portable	\$ 1,131.67	21.00%	\$ 894.02	\$ 1,131.67	21.00%	\$ 894.02
Two-Way Radios	XPR 7550e	Motorola	AAH56RDN9WA1_N	UHF Portable	\$ 1,173.33	21.00%	\$ 926.93	\$ 1,173.33	21.00%	\$ 926.93
Two-Way Radios	XPR 7580e	Motorola	AAH56UCN9WB1_N	800/900MHz Port.	\$ 1,173.33	21.00%	\$ 926.93	\$ 1,173.33	21.00%	\$ 926.93
Two-Way Radios	XPR 7550e	Motorola	AAH56JDN9RA1_N	VHF Portable	\$ 1,244.83	21.00%	\$ 983.42	\$ 1,244.83	21.00%	\$ 983.42
Two-Way Radios	XPR 7550e	Motorola	AAH56RDN9RA1_N	UHF Portable	\$ 1,290.67	21.00%	\$ 1,019.63	\$ 1,290.67	21.00%	\$ 1,019.63
Two-Way Radios	XPR 7580e	Motorola	AAH56UCN9RB1_N	800/900MHz Port.	\$ 1,290.67	21.00%	\$ 1,019.63	\$ 1,290.67	21.00%	\$ 1,019.63
Two-Way Radios	SL7550e	Motorola	AAH81QCN9TA2AN	UHF Portable	\$ 1,290.67	21.00%	\$ 1,019.63	\$ 1,290.67	21.00%	\$ 1,019.63
Two-Way Radios	SL7550e	Motorola	AAH81TCN9TA2AN	UHF Portable	\$ 1,290.67	21.00%	\$ 1,019.63	\$ 1,290.67	21.00%	\$ 1,019.63
Two-Way Radios	SL7580e	Motorola	AAH81VCN9TB2AN	800MHz Portable	\$ 1,290.67	21.00%	\$ 1,019.63	\$ 1,290.67	21.00%	\$ 1,019.63
Two-Way Radios	SL7590e	Motorola	AAH81WCN9TB2AN	900MHz Portable	\$ 1,290.67	21.00%	\$ 1,019.63	\$ 1,290.67	21.00%	\$ 1,019.63
Two-Way Radios	XPR3300	Motorola	AAH02JDC9JA2_N	VHF Portable	\$ 618.33	21.00%	\$ 488.48	\$ 618.33	21.00%	\$ 488.48
Two-Way Radios	XPR3300	Motorola	AAH02RDC9JA2_N	UHF Portable	\$ 660.00	21.00%	\$ 521.40	\$ 660.00	21.00%	\$ 521.40
Two-Way Radios	XPR3500	Motorola	AAH02JDH9JA2_N	VHF Portable	\$ 676.67	21.00%	\$ 534.57	\$ 676.67	21.00%	\$ 534.57
Two-Way Radios	XPR3500	Motorola	AAH02RDH9JA2_N	UHF Portable	\$ 718.33	21.00%	\$ 567.48	\$ 718.33	21.00%	\$ 567.48
Two-Way Radios	SL300	Motorola	AAH88JCP9JG2AN	VHF Portable	\$ 652.00	21.00%	\$ 515.08	\$ 652.00	21.00%	\$ 515.08
Two-Way Radios	SL300	Motorola	AAH88QCP9JG2AN	UHF Portable	\$ 685.00	21.00%	\$ 541.15	\$ 685.00	21.00%	\$ 541.15
Two-Way Radios	XPR7350	Motorola	AAH56JDC9KA1_N	VHF Portable	\$ 1,048.33	21.00%	\$ 828.18	\$ 1,048.33	21.00%	\$ 828.18
Two-Way Radios	XPR7350	Motorola	AAH56RDC9KA1_N	UHF Portable	\$ 1,090.00	21.00%	\$ 861.10	\$ 1,090.00	21.00%	\$ 861.10
Two-Way Radios	XPR7380	Motorola	AAH56UCC9KB1_N	800/900MHz Port.	\$ 1,082.00	21.00%	\$ 854.78	\$ 1,082.00	21.00%	\$ 854.78
Two-Way Radios	XPR7550	Motorola	AAH56JDN9KA1_N	VHF Portable	\$ 1,156.67	21.00%	\$ 913.77	\$ 1,156.67	21.00%	\$ 913.77
Two-Way Radios	XPR7550	Motorola	AAH56RDN9KA1_N	UHF Portable	\$ 1,198.33	21.00%	\$ 946.68	\$ 1,198.33	21.00%	\$ 946.68
Two-Way Radios	XPR7580	Motorola	AAH56UCN9KB1_N	800/900MHz Port.	\$ 1,198.33	21.00%	\$ 946.68	\$ 1,198.33	21.00%	\$ 946.68
Two-Way Radios	SL7550	Motorola	AAH81QCN9NA2_N	UHF Portable	\$ 1,198.33	21.00%	\$ 946.68	\$ 1,198.33	21.00%	\$ 946.68
Two-Way Radios	SL7550	Motorola	AAH81TCN9NA2_N	UHF Portable	\$ 1,198.33	21.00%	\$ 946.68	\$ 1,198.33	21.00%	\$ 946.68
Two-Way Radios	SL7580	Motorola	AAH81VCN9NB2_N	800MHz Portable	\$ 1,198.33	21.00%	\$ 946.68	\$ 1,198.33	21.00%	\$ 946.68
Two-Way Radios	SL7590	Motorola	AAH81WCN9NB2_N	900MHz Portable	\$ 1,198.33	21.00%	\$ 946.68	\$ 1,198.33	21.00%	\$ 946.68
MOTOTRBO Port Accessories	Accessory/Parts	Motorola	ALL	Accessory		15.00%	\$ -		15.00%	\$ -
Two-Way Radios	APX1000	Motorola	H84KDD9PW5_N	VHF Portable	\$ 1,350.00	21.00%	\$ 1,066.50	\$ 1,350.00	21.00%	\$ 1,066.50
Two-Way Radios	APX1000	Motorola	H84KDF9PW6_N	VHF Portable	\$ 1,550.00	21.00%	\$ 1,224.50	\$ 1,550.00	21.00%	\$ 1,224.50
Two-Way Radios	APX1000	Motorola	H84QDD9PW5_N	UHF Portable	\$ 1,350.00	21.00%	\$ 1,066.50	\$ 1,350.00	21.00%	\$ 1,066.50
Two-Way Radios	APX1000	Motorola	H84QDF9PW6_N	UHF Portable	\$ 1,550.00	21.00%	\$ 1,224.50	\$ 1,550.00	21.00%	\$ 1,224.50
Two-Way Radios	APX1000	Motorola	H84SDD9PW5_N	UHF Portable	\$ 1,350.00	21.00%	\$ 1,066.50	\$ 1,350.00	21.00%	\$ 1,066.50
Two-Way Radios	APX1000	Motorola	H84SDF9PW6_N	UHF Portable	\$ 1,550.00	21.00%	\$ 1,224.50	\$ 1,550.00	21.00%	\$ 1,224.50
Two-Way Radios	XPR5350e	Motorola	AAM28JNC9RA1_N	VHF Mobile	\$ 795.67	21.00%	\$ 628.58	\$ 795.67	21.00%	\$ 628.58
Two-Way Radios	XPR5350e	Motorola	AAM28JQC9RA1_N	VHF Mobile	\$ 869.00	21.00%	\$ 686.51	\$ 869.00	21.00%	\$ 686.51
Two-Way Radios	XPR5350e	Motorola	AAM28QNC9RA1_N	UHF Mobile	\$ 850.67	21.00%	\$ 672.03	\$ 850.67	21.00%	\$ 672.03
Two-Way Radios	XPR5350e	Motorola	AAM28QPC9RA1_N	UHF Mobile	\$ 924.00	21.00%	\$ 729.96	\$ 924.00	21.00%	\$ 729.96
Two-Way Radios	XPR5350e	Motorola	AAM28TRC9RA1_N	UHF Mobile	\$ 924.00	21.00%	\$ 729.96	\$ 924.00	21.00%	\$ 729.96
Two-Way Radios	XPR5380e	Motorola	AAM28UMC9RA1_N	800/900MHz Mob.	\$ 924.00	21.00%	\$ 729.96	\$ 924.00	21.00%	\$ 729.96
Two-Way Radios	XPR5550e	Motorola	AAM28JQN9WA1_N	VHF Mobile	\$ 955.00	21.00%	\$ 754.45	\$ 955.00	21.00%	\$ 754.45
Two-Way Radios	XPR5550e	Motorola	AAM28QPN9WA1_N	UHF Mobile	\$ 1,005.00	21.00%	\$ 793.95	\$ 1,005.00	21.00%	\$ 793.95
Two-Way Radios	XPR5550e	Motorola	AAM28TRN9WA1_N	UHF Mobile	\$ 1,005.00	21.00%	\$ 793.95	\$ 1,005.00	21.00%	\$ 793.95
Two-Way Radios	XPR5580e	Motorola	AAM28UMN9WA1_N	800/900MHz Mob.	\$ 1,005.00	21.00%	\$ 793.95	\$ 1,005.00	21.00%	\$ 793.95
Two-Way Radios	XPR5550e	Motorola	AAM28JNN9RA1_N	VHF Mobile	\$ 979.00	21.00%	\$ 773.41	\$ 979.00	21.00%	\$ 773.41
Two-Way Radios	XPR5550e	Motorola	AAM28JQN9RA1_N	VHF Mobile	\$ 1,050.50	21.00%	\$ 829.90	\$ 1,050.50	21.00%	\$ 829.90

Two-Way Raidios	XPR5550e	Motorola	AAM28QNN9RA1_N	UHF Mobile	\$ 1,034.00	21.00%	\$ 816.86	\$ 1,034.00	\$ 1,034.00	
Two-Way Raidios	XPR5550e	Motorola	AAM28QPN9RA1_N	UHF Mobile	\$ 1,105.50	21.00%	\$ 873.35	\$ 1,105.50	\$ 873.35	
Two-Way Raidios	XPR5550e	Motorola	AAM28TRN9RA1_N	UHF Mobile	\$ 1,105.50	21.00%	\$ 873.35	\$ 1,105.50	\$ 873.35	
Two-Way Raidios	XPR5580e	Motorola	AAM28UMN9RA1_N	800/900MHz Mob.	\$ 1,105.50	21.00%	\$ 873.35	\$ 1,105.50	\$ 873.35	
Two-Way Raidios	XPR2500	Motorola	AAM02JNH9JA1_N	VHF Mobile	\$ 651.67	21.00%	\$ 514.82	\$ 651.67	\$ 514.82	
Two-Way Raidios	XPR2500	Motorola	AAM02JQH9JA1_N	VHF Mobile	\$ 718.33	21.00%	\$ 567.48	\$ 718.33	\$ 567.48	
Two-Way Raidios	XPR2500	Motorola	AAM02QNH9JA1_N	UHF Mobile	\$ 701.67	21.00%	\$ 554.32	\$ 701.67	\$ 554.32	
Two-Way Raidios	XPR2500	Motorola	AAM02QPH9JA1_N	UHF Mobile	\$ 768.33	21.00%	\$ 606.98	\$ 768.33	\$ 606.98	
Two-Way Raidios	XPR5350	Motorola	AAM28JNC9KA1_N	VHF Mobile	\$ 748.33	21.00%	\$ 591.18	\$ 748.33	\$ 591.18	
Two-Way Raidios	XPR5350	Motorola	AAM28JQC9KA1_N	VHF Mobile	\$ 815.00	21.00%	\$ 643.85	\$ 815.00	\$ 643.85	
Two-Way Raidios	XPR5350	Motorola	AAM28QNC9KA1_N	UHF Mobile	\$ 798.33	21.00%	\$ 630.68	\$ 798.33	\$ 630.68	
Two-Way Raidios	XPR5350	Motorola	AAM28QPC9KA1_N	UHF Mobile	\$ 865.00	21.00%	\$ 683.35	\$ 865.00	\$ 683.35	
Two-Way Raidios	XPR5350	Motorola	AAM28TRC9KA1_N	UHF Mobile	\$ 865.00	21.00%	\$ 683.35	\$ 865.00	\$ 683.35	
Two-Way Raidios	XPR5380	Motorola	AAM28JMC9KA1_N	800/900MHz Mob.	\$ 865.00	21.00%	\$ 683.35	\$ 865.00	\$ 683.35	
Two-Way Raidios	XPR5550	Motorola	AAM28JNN9KA1_N	VHF Mobile	\$ 915.00	21.00%	\$ 722.85	\$ 915.00	\$ 722.85	
Two-Way Raidios	XPR5550	Motorola	AAM28JQN9KA1_N	VHF Mobile	\$ 915.00	21.00%	\$ 722.85	\$ 915.00	\$ 722.85	
Two-Way Raidios	XPR5550	Motorola	AAM28QNN9KA1_N	UHF Mobile	\$ 965.00	21.00%	\$ 762.35	\$ 965.00	\$ 762.35	
Two-Way Raidios	XPR5550	Motorola	AAM28QPN9KA1_N	UHF Mobile	\$ 1,030.00	21.00%	\$ 813.70	\$ 1,030.00	\$ 813.70	
Two-Way Raidios	XPR5550	Motorola	AAM28TRN9KA1_N	UHF Mobile	\$ 1,030.00	21.00%	\$ 813.70	\$ 1,030.00	\$ 813.70	
Two-Way Raidios	XPR5580	Motorola	AAM28UMN9KA1_N	800/900MHz Mob.	\$ 1,030.00	21.00%	\$ 813.70	\$ 1,030.00	\$ 813.70	
Two-Way Raidios	VX5500	Vertex	AC034L007 VX	Mobile	\$ 922.50	21.00%	\$ 728.78	\$ 922.50	\$ 728.78	
MOTOTRBO Mob. Accessories	Accessory/Parts	Motorola	ALL	Accessory		15.00%	\$ -		\$ -	
Two-Way Raidios	SLR8000	Motorola	T8319	Base Radio	\$ 3,900.00	15.00%	\$ 3,315.00	\$ 3,900.00	\$ 3,315.00	
Two-Way Raidios	SLR5700	Motorola	AAR10JCGANQ1AN	VHF Repeater	\$ 3,100.00	15.00%	\$ 2,635.00	\$ 3,100.00	\$ 2,635.00	
Two-Way Raidios	SLR5700	Motorola	AAR10QCGANQ1AN	UHF Repeater	\$ 3,200.00	15.00%	\$ 2,720.00	\$ 3,200.00	\$ 2,720.00	
Two-Way Raidios	XPR8400	Motorola	AAM27TRR9JA7BN	UHF Repeater	\$ 2,900.00	15.00%	\$ 2,465.00	\$ 2,900.00	\$ 2,465.00	
Two-Way Raidios	XPR8300	Motorola	AAM27UMR9JA7AN	800/900 Repeater	\$ 2,900.00	15.00%	\$ 2,465.00	\$ 2,900.00	\$ 2,465.00	
Two-Way Raidios	MTR3000	Motorola	T3000	Base Radio	\$ 3,700.00	15.00%	\$ 3,145.00	\$ 3,700.00	\$ 3,145.00	
Two-Way Raidios	LEXL10	Motorola	HK2056	LTE Handheld	\$ 1,000.00	10.00%	\$ 900.00	\$ 1,000.00	\$ 900.00	
Two-Way Raidios	GTR8000	Motorola	T7039	Base/Repeater	\$ 6,000.00	15.00%	\$ 5,100.00	\$ 6,000.00	\$ 5,100.00	
Pager	Minitor VI 143 174MHz	Motorola	A03JAC8JA1_N	IS VHF 1 Chan.	\$ 531.00	18.00%	\$ 435.42	\$ 531.00	\$ 435.42	
Pager	Minitor VI 143 174MHz	Motorola	A03JAC9JA1_N	IS VHF 5 Chan	\$ 588.00	18.00%	\$ 482.16	\$ 588.00	\$ 482.16	
Pager	Minitor VI 406 430 MHz	Motorola	A04QAC8JA1_N	IS UHF 1 Chan	\$ 531.00	18.00%	\$ 435.42	\$ 531.00	\$ 435.42	
Pager	Minitor VI 406 430 MHz	Motorola	A04QAC9JA1_N	IS UHF 5 Chan	\$ 588.00	18.00%	\$ 482.16	\$ 588.00	\$ 482.16	
Pager	Minitor VI 450 486 MHz	Motorola	A04RAC8JA1_N	IS UHF 1 Chan	\$ 531.00	18.00%	\$ 435.42	\$ 531.00	\$ 435.42	
Pager	Minitor VI 450 486 MHz	Motorola	A04RAC9JA1_N	IS UHF 5 Chan	\$ 588.00	18.00%	\$ 482.16	\$ 588.00	\$ 482.16	
Pager	Minitor VI 476 512 MHz	Motorola	A04SAC8JA1_N	IS UHF 1 Chan	\$ 531.00	18.00%	\$ 435.42	\$ 531.00	\$ 435.42	
Pager	Minitor VI 476 512 MHz	Motorola	A04SAC9JA1_N	IS UHF 5 Chan	\$ 588.00	18.00%	\$ 482.16	\$ 588.00	\$ 482.16	
Pager	Minitor VI 143 174MHz	Motorola	A03JAC8JA2_N	VHF 1 Chan	\$ 468.00	18.00%	\$ 383.76	\$ 468.00	\$ 383.76	
Pager	Minitor VI 143 174MHz	Motorola	A03JAC9JA2_N	VHF 5 Chan	\$ 523.00	18.00%	\$ 428.86	\$ 523.00	\$ 428.86	
Pager	Minitor VI 406 430 MHz	Motorola	A04QAC8JA2_N	UHF 1 Chan	\$ 468.00	18.00%	\$ 383.76	\$ 468.00	\$ 383.76	
Pager	Minitor VI 406 430 MHz	Motorola	A04QAC9JA2_N	UHF 5 Chan	\$ 523.00	18.00%	\$ 428.86	\$ 523.00	\$ 428.86	
Pager	Minitor VI 450 486 MHz	Motorola	A04RAC8JA2_N	UHF 1 Chan	\$ 468.00	18.00%	\$ 383.76	\$ 468.00	\$ 383.76	
Pager	Minitor VI 450 486 MHz	Motorola	A04RAC9JA2_N	UHF 5 Chan	\$ 523.00	18.00%	\$ 428.86	\$ 523.00	\$ 428.86	
Pager	Minitor VI 476 512 MHz	Motorola	A04SAC8JA2_N	UHF 1 Chan	\$ 468.00	18.00%	\$ 383.76	\$ 468.00	\$ 383.76	
Pager	Minitor VI 476 512 MHz	Motorola	A04SAC9JA2_N	UHF 5 Chan	\$ 523.00	18.00%	\$ 428.86	\$ 523.00	\$ 428.86	
Minitor VI Pager Accessories	Accessory/Parts	Motorola	ALL	Accessory		15.00%	\$ -		\$ -	
NOTE: THE REMAINING RADIOS AND EQUIPMENT ON THE PROFESSIONAL PRICE PAGES REQUIRE CONFIGURATION TO PRICE										
EXTENDED WARRANTY	Subscribers	Motorola				0.00%	\$ -		\$ -	
Software	All	Motorola				0.00%	\$ -		\$ -	

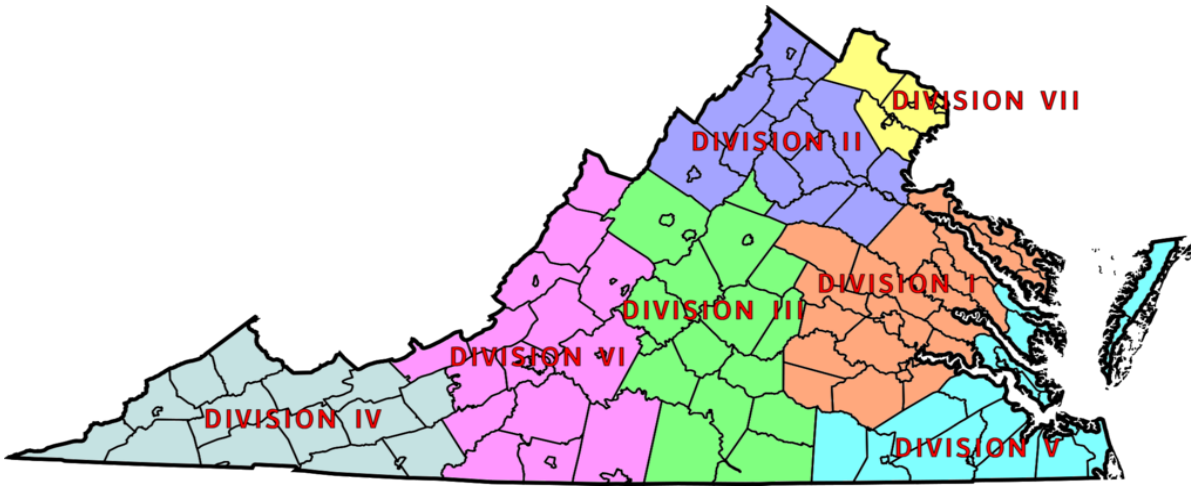
Services Price List

Supplier Name:	Radio Communications of Virginia, Inc. (RCV)		
Submitted By:	George L. Gillen, Jr.	email: ggillen@rcvinc.com	phone: (804) 266-8999
Index Price List Source		Effective Date	
Motorola Solutions, Inc.		5/1/2016	
Radio Communications of Virginia, Inc.		12/1/2016	
URL		frequency	
http://rcvinc.com/mrsp-price-lists		Annual Updates	
http://rcvinc.com/mrsp-price-lists		Annual Updates	

Comprehensive Services Catalog/Price List

Product Category	Product Description Fields				Government Pricing			Academic Pricing			
	Your Product Number (if different than manuf. Product #)	Manufacturer	Manufacturer Product Number	Product Description	Pricing Description	Index Price	Percentage Discount	Net Price Offered to Commonwealth	Index Price	Percentage Discount	Net Price Offered to Commonwealth
Motorola Solutions, Inc. Depot Service											
Data Subscriber Equip.	HC700	Motorola	HC700	Parts and Labor Depot	Flat Rate	\$ 375.00	10%	\$ 337.50	\$ 375.00	10%	\$ 337.50
Data Subscriber Equip.	HPD1000	Motorola	HPD1000	Parts and Labor Depot	Flat Rate	\$ 896.00	10%	\$ 806.40	\$ 896.00	10%	\$ 806.40
Data Subscriber Equip.	MVX1000	Motorola	MVX1000	Parts and Labor Depot	Flat Rate	\$ 470.00	10%	\$ 423.00	\$ 470.00	10%	\$ 423.00
Data Subscriber Equip.	MW810 CPU	Motorola	MW810 CPU	Parts and Labor Depot	Flat Rate	\$ 540.00	10%	\$ 486.00	\$ 540.00	10%	\$ 486.00
Data Subscriber Equip.	MW810 Display	Motorola	MW810 Display	Parts and Labor Depot	Flat Rate	\$ 479.00	10%	\$ 431.10	\$ 479.00	10%	\$ 431.10
Data Subscriber Equip.	MW810 Keyboard	Motorola	MW810 Keyboard	Parts and Labor Depot	Flat Rate	\$ 96.00	10%	\$ 86.40	\$ 96.00	10%	\$ 86.40
Data Subscriber Equip.	MW810 Complete	Motorola	MW810 Complete	Parts and Labor Depot	Flat Rate	\$ 1,114.00	10%	\$ 1,002.60	\$ 1,114.00	10%	\$ 1,002.60
Data Subscriber Equip.	VLM700	Motorola	VLM700	Parts and Labor Depot	Flat Rate	\$ 375.00	10%	\$ 337.50	\$ 375.00	10%	\$ 337.50
Two Way Subscriber	AXU4100, V5100, BC130, BPR40, CIP1010, CLP1040, CLP1060, DTR410, DTR550, PRO, PRO+, CLS1110, CLS1410, CP110, DTR610, DTR650, RDM2020, RDM2080, RDU2020, RDV2020, RDV2080d, RDU2080d, RDU4100, RDV5100, RDU4160d, RMU2040, RMU2080, RMV2080, RMM2050, RMV2080, RPU2160, RW10, VL50	Motorola	Same as Col. C	Parts and Labor Depot	Flat Rate	\$ 116.00	10%	\$ 104.40	\$ 116.00	10%	\$ 104.40
Two Way Subscriber	BC120, CM200, CM300, CM200D, CM300D, CP185, CP200, CP200D, CP200XLS, EM200, EP400, EP450, PM400, PR400, PRO2150, SL300	Motorola	Same as Col. C	Parts and Labor Depot	Flat Rate	\$ 193.00	10%	\$ 173.70	\$ 193.00	10%	\$ 173.70
Two Way Subscriber	CDM750, CDM1250, CDM1250LS, Control Heads, EX500, EX560, EX600XLS, HT750, HT1250, HT1250LS, HT1550, PR860, SL7550, XPR3300, XPR3500, XPR4300, XPR4350, XPR4380, XPR4500, XPR4550, XPR4580, XPR5350, XPR5550, XPR6100, XPR6300, XPR6350, XPR6380, XPR6500, XPR6550, XPR6580, XPR7350, XPR7550,	Motorola	Same as Col. C	Parts and Labor Depot	Flat Rate	\$ 284.00	10%	\$ 255.60	\$ 284.00	10%	\$ 255.60
Two Way Subscriber	APX1000, APX3000, APX4000, APX6000, MT1500, PR1500, R765, XTS1500, XTS2000, XTS2500, XTS4000, XTS5000	Motorola	Same as Col. C	Parts and Labor Depot	Flat Rate	\$ 393.00	10%	\$ 353.70	\$ 393.00	10%	\$ 353.70
Two Way Subscriber	APX7000, APX7000XE	Motorola	Same as Col. C	Parts and Labor Depot	Flat Rate	\$ 452.00	10%	\$ 406.80	\$ 452.00	10%	\$ 406.80
Two Way Subscriber	APX8000	Motorola	APX8000	Parts and Labor Depot	Flat Rate	\$ 452.00	10%	\$ 406.80	\$ 452.00	10%	\$ 406.80
Two Way Subscriber	APX4500, APX6500, CDR500, CDR700, PM1200, PM1500, XTL1500, XTL2500, XTL5000, XTL5000 Consolette	Motorola	Same as Col. C	Parts and Labor Depot	Flat Rate	\$ 465.00	10%	\$ 418.50	\$ 465.00	10%	\$ 418.50
Two Way Subscriber	XTL2500 with dual control heads, XTL5000 with dual control heads	Motorola	Same as Col. C	Parts and Labor Depot	Flat Rate	\$ 615.00	10%	\$ 553.50	\$ 615.00	10%	\$ 553.50

Two Way Subscriber	APX7500, APX7500 Consolelette	Motorola	Same as Col. C	Parts and Labor Depot	Flat Rate	\$ 535.00	10%	\$ 481.50	\$ 535.00	10%	\$ 481.50
Two Way Subscriber	XPR8300, XPR8380, XPR8400	Motorola	Same as Col. C	Parts and Labor Depot	Flat Rate	\$ 465.00	10%	\$ 418.50	\$ 465.00	10%	\$ 418.50
Two Way Subscriber	AAM27QPR9JA7AN XPR8300	Motorola	Same as Col. C	Parts and Labor Depot	Flat Rate	\$ 1,800.00	10%	\$ 1,620.00	\$ 1,800.00	10%	\$ 1,620.00
Two Way Subscriber	AAM27TRR9JA7AN	Motorola	Same as Col. C	Parts and Labor Depot	Flat Rate	\$ 1,420.00	10%	\$ 1,278.00	\$ 1,420.00	10%	\$ 1,278.00
Engraving	1-5 units	Motorola	Same as Col. C	Labor	Flat Rate	\$ 43.00	10%	\$ 38.70	\$ 43.00	10%	\$ 38.70
Engraving	6-25 units	Motorola	Same as Col. C	Labor	Flat Rate	\$ 36.00	10%	\$ 32.40	\$ 36.00	10%	\$ 32.40
Engraving	26-100 units	Motorola	Same as Col. C	Labor	Flat Rate	\$ 29.00	10%	\$ 26.10	\$ 29.00	10%	\$ 26.10
Engraving	100 plus units	Motorola	Same as Col. C	Labor	Flat Rate	\$ 22.00	10%	\$ 19.80	\$ 22.00	10%	\$ 19.80
Preventive Maintenance, non-ruggedized, non-IS/FM Portable	Portable	Motorola	Same as Col. C	Labor	Flat Rate	\$ 64.00	10%	\$ 57.60	\$ 64.00	10%	\$ 57.60
Preventive Maintenance, ruggedized, IS/FM Portable	Portable	Motorola	Same as Col. C	Labor	Flat Rate	\$ 109.00	10%	\$ 98.10	\$ 109.00	10%	\$ 98.10
Radio Communications of Virginia, Inc.											
RCV Service				In House Labor	Per Hour	\$ 95.00	10%	\$ 85.50	\$ 95.00	10%	\$ 85.50
RCV Service				FCC Check	Per Radio	\$ 35.00	10%	\$ 31.50	\$ 35.00	10%	\$ 31.50
RCV Service				Field Service Labor (on-site)	Per Hour (2 Hr. Min.)	\$ 125.00	10%	\$ 112.50	\$ 125.00	10%	\$ 112.50
RCV Service				Field Service Installation (on-site)	Per Hour (2 Hr. Min.)	\$ 105.00	10%	\$ 94.50	\$ 105.00	10%	\$ 94.50
RCV Service				Field Service Installation Two Technicians (on-site)	Per Hour (2 Hr. Min.)	\$ 167.50	10%	\$ 150.75	\$ 167.50	10%	\$ 150.75
RCV Service				Field Service (on-site) Overtime	Per Hour (2 Hr. Min.)	\$ 187.50	10%	\$ 168.75	\$ 187.50	10%	\$ 168.75
RCV Service				Field Service (on-site) Emergency Call Out	Per Hour (2 Hr. Min.)	\$ 250.00	10%	\$ 225.00	\$ 250.00	10%	\$ 225.00
RCV Service				Trip Charge ove 25 Miles	Per Mile	\$ 0.54	10%	\$ 0.49	\$ 0.54	10%	\$ 0.49
RCV Service				Project Management	Per Hour	\$ 125.00	10%	\$ 112.50	\$ 125.00	10%	\$ 112.50
RCV Service				Engineering Services	Per Hour	\$ 159.00	10%	\$ 143.10	\$ 159.00	10%	\$ 143.10
RCV Service				Subscriber Check Out (in shop)	Per Radio	\$ 35.00	10%	\$ 31.50	\$ 35.00	10%	\$ 31.50
RCV Service				Dash Mount Mobile Installation (in shop)	Per Radio	\$ 135.00	10%	\$ 121.50	\$ 135.00	10%	\$ 121.50
RCV Service				Remote Mount Mobile Installtion (in shop)	Per Radio	\$ 190.00	10%	\$ 171.00	\$ 190.00	10%	\$ 171.00
RCV Service				On-Site Mobile Radio Installation up to 25 miles from RCV	Per Hour	\$ 65.00	10%	\$ 58.50	\$ 65.00	10%	\$ 58.50
RCV Service				On-Site Mobile Radio Installation over 25 miles from RCV	Per Mile in addition to the above \$65.hourly rate	\$ 0.54	10%	\$ 0.49	\$ 0.54	10%	\$ 0.49
Radio Communications of Virginia, Inc. Field Service											
RCV Service				Control Station Installations	Per Unit Labor	\$ 719.00	10%	\$ 647.10	\$ 719.00	10%	\$ 647.10
RCV Service				Control Station Installation by Time and Materials (two technicians)	Per Hour	\$ 167.50	10%	\$ 150.75	\$ 167.50	10%	\$ 150.75
RCV Service				Control Station Installation Trip Charge within 25 Miles and .54 per Mile over 25 Miles	Base Rate of \$49. plus .54 per mile over 25 miles	\$ 49.00	10%	\$ 44.10	\$ 49.00	10%	\$ 44.10
RCV Service				UHF Omni Antenna DB-404 with 75' of line, connectors & mounting pipe	Per Antenna Not Installed	\$ 774.19	10%	\$ 696.77	\$ 774.19	10%	\$ 696.77
RCV Service				Same as above, but RFS-201 antenna	Per Antenna Not Installed	\$ 782.19	10%	\$ 703.97	\$ 782.19	10%	\$ 703.97
RCV Service				UHF Yagi Antenna Y4505 with 75' of line, connectors & mounting pipe	Per Antenna Not Installed	\$ 494.19	10%	\$ 444.77	\$ 494.19	10%	\$ 444.77
RCV Service				VHF Omni Antenna DB222 with 75' of line, connectors & mounting pipe	Per Antenna Not Installed	\$ 629.19	10%	\$ 566.27	\$ 629.19	10%	\$ 566.27
RCV Service				Local Remote	Per Set	\$ 485.20	10%	\$ 436.68	\$ 485.20	10%	\$ 436.68
RCV Service				Tone Remote	Per Set	\$ 651.04	10%	\$ 585.94	\$ 651.04	10%	\$ 585.94
RCV Service				DC Remote	Per Set	\$ 759.83	10%	\$ 683.85	\$ 759.83	10%	\$ 683.85
RCV Service				Tone Remote Adaptor	Per Set	\$ 668.48	10%	\$ 601.63	\$ 668.48	10%	\$ 601.63
RCV Service				Audio Adaptor Box	Per Set	\$ 730.82	10%	\$ 657.74	\$ 730.82	10%	\$ 657.74
RCV Service				Installation of Remotes without Cable	Per Set	\$ 335.00	10%	\$ 301.50	\$ 335.00	10%	\$ 301.50
RCV Service				Cable for Local Remotes	Per Foot	\$ 1.95	10%	\$ 1.76	\$ 1.95	10%	\$ 1.76
RCV Service				Cable for DC/Tone Remotes	Pee foot	\$ 0.28	10%	\$ 0.25	\$ 0.28	10%	\$ 0.25
RCV Service				Installation of MTR300, MotoTrbo or SL5700 Repeater with Grounding Kit	Per Repeater Labor Only	\$ 1,131.50	10%	\$ 1,018.35	\$ 1,131.50	10%	\$ 1,018.35
RCV Service				Antenna Line VHF, UHF or 800MHz 9913 Belden up to 200'	Per Foot	\$ 1.54	10%	\$ 1.39	\$ 1.54	10%	\$ 1.39
RCV Service				Antenna Line VHF, UHF or 800 MHz LDF4-50 up to 350'	Per Foot	\$ 3.28	10%	\$ 2.95	\$ 3.28	10%	\$ 2.95
RCV Service				Adapter Cable for a Dash Mount Radio used as a base Station (HK9-9557A)	Per Cable	\$ 16.67	10%	\$ 15.00	\$ 16.67	10%	\$ 15.00
RCV Service				Connector for 9913 Belden line N Male	Per Connector	\$ 15.30	10%	\$ 13.77	\$ 15.30	10%	\$ 13.77
RCV Service				Connector for 9913 Belden line PL259	Per Connector	\$ 9.18	10%	\$ 8.26	\$ 9.18	10%	\$ 8.26
RCV Service				Connector for 9913 Belden line N Female	Per Connector	\$ 29.66	10%	\$ 26.69	\$ 29.66	10%	\$ 26.69
RCV Service				Connector for LDF4-50 line N Male	Per Connector	\$ 36.52	10%	\$ 32.87	\$ 36.52	10%	\$ 32.87
RCV Service				Connector for LDF4-50 line N Female	Per Connector	\$ 36.52	10%	\$ 32.87	\$ 36.52	10%	\$ 32.87
RCV Service				Connector for LDF4-50 line Dn Male	Per Connector	\$ 30.28	10%	\$ 27.25	\$ 30.28	10%	\$ 27.25
RCV Service				Connector for LDF4-50 line Dn Female	Per Connector	\$ 30.28	10%	\$ 27.25	\$ 30.28	10%	\$ 27.25
RCV Service				VHF Omni Antenna DB222 with Small Site Coverage	Per Antenna Not Installed	\$ 415.00	10%	\$ 373.50	\$ 415.00	10%	\$ 373.50
RCV Service				UHF Antenna with Small Site Coverage	Per Antenna Not Installed	\$ 315.00	10%	\$ 283.50	\$ 315.00	10%	\$ 283.50
RCV Service				UHF Omni Antenna DB-404 Can Make Directional	Per Antenna Not Installed	\$ 560.00	10%	\$ 504.00	\$ 560.00	10%	\$ 504.00
RCV Service				UHF Yagi Antenna Y4505 for MotoTrbo System	Per Antenna Not Installed	\$ 280.76	10%	\$ 252.68	\$ 280.76	10%	\$ 252.68
RCV Service				UHF Omni Antenna on a Tower, Wide Area Coverage	Per Antenna Not Installed	\$ 568.00	10%	\$ 511.20	\$ 568.00	10%	\$ 511.20



Indicate all sales and service location addresses (e.g. depot location(s) or complete authorized dealer/repair centers list, etc.) and full contact information from which each of the seven VSP Division areas will be serviced.

For Divisions where your firm is unable to provide service, leave the space blank.

DIVISION

SALES/SERVICE ADDRESS

- 1 RCV will provide sales and service from our main shop at: Radio Communications of Virginia, Inc, 1282 Mountain Road, Glen Allen, VA 23060. The phone number is (804) 266-8999. The web site is: www.rcvinc.com. The URL for sales and service is: <http://rcvinc.com/mrsp-price-lists>
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1. General Requirements:

This IFB includes an assortment of Telecommunications, and other Public Safety, supporting equipment. Generally the two-way equipment within this IFB range from VHF Low Band, High Band, UHF, 700 MHz, up into the 800 MHz band. Other supporting devices within this IFB, supporting public safety, will range from 900 MHz up to 4.9 GHz.

A. Project 25 (P25) Compliance for two-way radio equipment

In order to maintain consistency with the Commonwealth's interoperability FY 2013 and subsequent SCIP objectives, the Department of Homeland Security's (DHS) National Communications System (NCS), the Department of Defense, and the National Telecommunications and Information Administration (NTIA).[1] digital emissions with a P25 (Phase I) migration path are preferred. To that degree, The Commonwealth may insist that the Contract web site include a "buyer beware" clause in the description of any two-way radio whose migration path does not include the P25 CAI (Common Air Interface) compliance.

Information on P25 can be located within the following referenced suite of standards: ANSI/TIA/EIAA-102 Phase I (Project 25 or P25).

Other relevant wireless industry standards may also be obtained through The Telecommunications Industry Association (TIA)¹.

[Link to Commonwealth of Virginia State FY2013 interoperability plan: https://pshs.virginia.gov/media/2381/2013scip.pdf](https://pshs.virginia.gov/media/2381/2013scip.pdf)

B. Technical Documentation and Updates

i). Contractor shall provide with each piece of equipment a user/operator manual in hard copy format at no charge.

ii). Contractor shall furnish the Authorized User with a maintenance manual with wiring diagrams and parts and accessories list upon request at no charge for any piece of equipment ordered. For any item of which a given Authorized User has purchased ten (10) or more, Contractor shall provide a maintenance manual with wiring diagrams and parts and accessories list at no charge upon delivery of the order. CD-ROM or USB Thumb-Drive format is preferred.

iii). Contractor shall, upon request, provide to VITA all service bulletins and current maintenance manuals for any and all products available on any contract(s) awarded as a result of this IFB, including addenda sheets and notices, in CD-ROM, USB Thumb-Drive format or other electronic format approved by VITA throughout the term of the contract. The maintenance manuals shall be kept up-to-date with each addendum sent to the following individual, or his designee:

Mr. David Warner
Virginia Information Technologies Agency
Public Safety Communications
11751 Meadowville Lane
Chester, VA 23836

iv). Contractor shall, upon request, provide to VITA one (1) copy or set of all programming software, cables, required interfaces, and all accessories required for radio programming, throughout the term of the contract at no charge. Contractor shall continue to provide to VITA all programming software, hardware and firmware updates while any related radio remains on contract.

C. Delivery

Delivery of all requested contract items shall be made within 60 calendar days after receipt of a valid purchase order referencing any contract awarded as a result of this solicitation. Contractor shall carry an adequate stock of equipment to ensure such delivery for the duration of the contract.

D. Locations

i). Bidder shall have an organized network of manufacturer-certified service providers strategically located throughout the Commonwealth of Virginia with the ability to provide service throughout the Commonwealth. Two-way radio service must be the primary business of these providers with qualified technicians either licensed by FCC, APCO or equivalent as determined by VITA in its sole discretion. Each Bidder shall indicate the names, addresses and telephone numbers of the service providers and local Virginia representative(s) that would provide service under any contract resulting from this IFB. These service providers must provide warranty backup and daily routine maintenance. Service providers must be capable of "system" maintenance as well as hardware maintenance. See VSP Division Maps tab.

ii). Service providers must be backed by the manufacturer with a complete line of OEM parts.

iii). Bidder must demonstrate, upon request, that its service personnel are being consistently trained in the function and maintenance of all new products as well as standard products by providing updates of personnel certification on these products.

E. Contract Web Site

i.) Contractor shall provide a URL to a web site displaying all Catalog items for each Brand offered.

ii). The Authorized User will receive a Contract Quote in response to a Request for Quote (RFQ). Contract Quotes will contain the Contract number, supplier name, address, phone number, fax number (if any), and Federal ID number (tax ID number); and the following for each item selected: Product/Service name, Brand and model number, part number, description, unit price, contract discount, quantity, and extended price; and a total price (sum of all extended prices).

iii). Contractor will be required to prominently and conspicuously display the follow message concerning digital radios on both each Contract Quote, and on its contract web site:

"Prior to purchasing any digital capable radio, the prospective user is strongly encouraged to contact the Commonwealth of Virginia's VITA Public Safety Communications branch at 804-416-6199 or david.warner@vita.virginia.gov."

iv). Contractor shall, at the Commonwealth's request, prominently and conspicuously display a notice with the listing and/or description of any radio whose then-current "production" migration path does not include P25 compliance, indicating that the radio is not upgradeable to P25-capable and, therefore, does not meet the requirements of the *Commonwealth of Virginia Statewide Communication Interoperability Plan (SCIP)*.

v). Contractor shall conspicuously categorize the radios on its contract web site as either **Public Safety, Business, or Consumer Grades**.

vi). Contractor shall provide, upon request, information regarding any warranties or Maintenance Services in effect for purchased products..

F. Pricing Considerations

a). In all cases where a price is requested for cable, the price should be provided on a per-foot basis.

b). The cost of a standard, "default" microphone shall be included in the price of every mobile radio.

G. Warranty Period

The Warranty Period shall be the Manufacturer's standard warranty, or two (2) years, whichever is greater.

^[1] http://www.tiaonline.org/standards/technology/project_25/

Certification Regarding Lobbying

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

- i). No Federal appropriated funds have been paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
- ii). If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii). The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and Contracts under grants, loans and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Signature: George L. Gillen, Jr.

Printed Name: George L. Gillen, Jr.

Organization: Radio Communications of Virginia, Inc.

Date: 3/6/2017

**INFORMATION TECHNOLOGY HARDWARE AND MAINTENANCE CONTRACT
 RESULTING FROM TWO WAY RADIOS IFB NUMBER 2017-06
 CONTRACTUAL TERMS AND CONDITIONS
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**INFORMATION TECHNOLOGY HARDWARE AND MAINTENANCE CONTRACT
CONTRACTUAL TERMS AND CONDITIONS**

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

1. PURPOSE AND SCOPE

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

2. DEFINITIONS

A. Acceptance

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

B. Agent

Any third party independent agent of any Authorized User.

C. Authorized Users

Except for telecommunications contracts, means all public bodies, including VITA, as defined by §2.2-4301 and referenced by §2.2-4304 and §2.2-2012 of the Code of Virginia. Authorized Users shall include private institutions of higher education that are listed at: <http://www.cicv.org/Our-Colleges/Profiles.aspx>.

D. Business Day/Hour

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

E. Computer Virus

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

F. Confidential Information

Any confidential or proprietary information of a Party that is disclosed in any manner, including oral or written, graphic, machine readable or other tangible form, to any other Party in connection with or as a result of discussions related to this Contract or any order or SOW issued hereunder, and which at the time of disclosure either:

(i) is marked as being "Confidential" or "Proprietary";

(ii) is otherwise reasonably identifiable as the confidential or proprietary information of the disclosing Party; or

(iii) under the circumstances of disclosure should reasonably be considered as confidential or proprietary information of the disclosing Party; or

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

G. 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 contractor on behalf of the Authorized User in order to fulfill the services.

H. Deliverable

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

I. Documentation

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

J. Electronic Self-Help

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

K. Maintenance Coverage Period (MCP)

The term during which Maintenance is to be provided for a unit of Software or Product.

L. Maintenance Level

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

M. Maintenance Services (or "Maintenance" or "Software Maintenance")

If authorized by the Contract, means 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 Software or Product, including Software Updates. Maintenance Services shall include support services. Software Maintenance Services may include the development of Work Product, if so authorized in the Contract.

N. Party

Supplier, VITA or any Authorized User.

O. Preventative Maintenance

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

P. Product

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

Q. Receipt

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

R. Requirements

The functional, performance, operational, compatibility, Acceptance testing criteria and other parameters and characteristics of the Product, Software, Solution, Component, Service(s), Application and Licensed Services and Deliverables, as authorized by the Contract and/or as set forth in Exhibit X and/or the applicable Statement of Work or order and such other parameters, characteristics, or performance standards that may be agreed upon in writing by the Parties.

S. Response Time

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

T. Services

Any work performed or service provided by Supplier in fulfilling its obligations under the Contract or, as applicable, any Statement of Work or order issued under the Contract, including design, and development of software and modifications, software updates, solution, products, implementation, installation, maintenance, support, testing, training, or other provision to the Authorized User of any Deliverable described in the applicable Statement of Work or order, as authorized by the Contract scope. As permitted by the scope of the Contract, may include the discovery, creation, or development of Work Product, if any. If Work Product is authorized, refer to definition for Work Product. For details about the work and services to be provided by Supplier under this Contract, see Exhibit(s) XX. This definition does not include Licensed Services.

U. Software

If Software is authorized under the Contract, means 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 (boxed) software, means the programs and code, and any subsequent releases, provided by Supplier under this Contract as set forth in Exhibit X 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. For Software Maintenance Contracts Software also includes the programs and code provided by Supplier under the Contract or any order or SOW issued hereunder in the form of Software Updates.

V. Software Publisher

If Software is authorized under the Contract, means the licensor of the Software, other than Supplier, provided by Supplier under this Contract.

W. Statement of Work (SOW)

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

X. Supplier

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

Y. 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.

Z. Update

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

AA. Warranty Period

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

3. TERM AND TERMINATION

A. Contract Term

This Contract is effective and legally binding as of the Effective Date and, unless terminated as provided for in this section, shall continue to be effective and legally binding for a period of three (3) years. VITA, in its sole discretion, may extend this Contract for up to three(3) additional one 1) year periods after the expiration of the three (3) year period. VITA will issue a written notification to the Supplier stating the extension period thirty (30) days prior to the expiration of any current term. In addition, performance of an order or SOW issued during the term of this Contract may survive the expiration of the term of this Contract, in which case all contractual terms and conditions required for the operation of such order or SOW shall remain in full force and effect until all of Supplier's obligations pursuant to such order or SOW have met the final Acceptance criteria of the applicable Authorized User.

B. Termination for Convenience

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

C. Termination for Breach or Default

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

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

D. Termination for Non-Appropriation of Funds

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

E. Effect of Termination

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

In the event of a Termination for Breach or Termination for Default, Supplier shall accept return of any Deliverable that was not accepted by the Authorized User(s), and Supplier shall refund any monies paid by any Authorized User for such Deliverable, and all costs of de-installation and return of Deliverables shall be borne by Supplier.

F. Termination by Supplier

Termination by Supplier will not be considered.

G. Transition of Services

Prior to or upon expiration or termination of this Contract and at the request of VITA or any Authorized User, Supplier shall provide all assistance as VITA or such Authorized User may reasonably require to transition the Supplier's contractual obligations, or any portion thereof, as requested by VITA or such Authorized User, to any other supplier with whom VITA or such Authorized User contracts for provision of same. This obligation may extend beyond expiration or termination of the Contract for a period of time (i.e., three (3) months, six (6) months, twelve (12) months or as required and defined by VITA or such Authorized User (herein referred to as "Transition Period"). If this Contract includes Supplier's provision of licensed products, Supplier agrees that, without the expressed prior consent of VITA or such Authorized User, no action will be taken by Supplier to restrict or terminate the use of such licensed products after the date of expiration or termination of the Contract and/or during any Transition Period in which Supplier is contractually committed to work with VITA or any Authorized User. VITA or any Authorized User agree to pay for any additional maintenance or licensing fees during any Transition Period at the hourly rate or a charge agreed upon by Supplier and VITA or such Authorized User. Supplier must provide all reasonable transition assistance requested by VITA or such Authorized User to allow for the expired or terminated portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to VITA or any Authorized User. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of this Contract, except for those terms or conditions that do not reasonably apply to such transition assistance. Further, any period of transition will not affect VITA's or any Authorized User's rights in regards to any purchased Software Perpetual Licenses which are paid in full.

H. Contract Kick-Off Meeting

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

I. Contract Closeout

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

4. SUPPLIER PERSONNEL

A. Selection and Management of Supplier Personnel

Supplier shall take such steps as may be necessary to ensure that all Supplier personnel performing under this Contract are competent and knowledgeable of the contractual arrangements and the applicable order or SOW between Authorized User and Supplier. Supplier shall be solely responsible for the conduct of its employees, agents, and subcontractors, including all acts and omissions of such employees, agents, and subcontractors, and shall ensure that such employees and subcontractors comply with the appropriate Authorized User's site security, information security and personnel conduct rules, as well as applicable federal, state and local laws, including export regulations. Authorized User reserves the right to require the immediate removal from such Authorized User's premises of any employee, subcontractor or agent of Supplier whom such Authorized User believes has failed to comply with the above or whose conduct or behavior is unacceptable or unprofessional or results in a security or safety breach.

B. Supplier Personnel Supervision

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

C. Key Personnel

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

D. Subcontractors

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

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

5. NEW TECHNOLOGY

A. Access to New Technology

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

B. New Service Offerings Not Available from Supplier

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

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

6. GENERAL WARRANTY

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

A. Ownership

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

B. Limited Warranty and Remedy

In addition to any remedies described in Supplier's Standard Warranty for Product and related Services and/or Maintenance Services, if Supplier is unable to make the Product, including the System Software, conform, in all material respects, to the Requirements within thirty (30) days following notification by an Authorized User, Supplier shall, at such Authorized User's request, either (i) provide a replacement Product and related Services at no additional cost to the Authorized User, or (ii) accept return of the Product and return all monies paid by such Authorized User (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.

C. Performance Warranty

Supplier warrants and represents the following with respect to Performance:

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

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

D. Documentation and Deliverables

Supplier warrants the following as applicable to the Contract:

- i. The Documentation which Supplier is required to provide under this Contract shall be sufficient in detail and content to allow a user/programmer to understand and fully utilize, as applicable, the Software, System Software, Services, Maintenance Services, Product, Application, Licensed Services, Updates and Deliverables without reference to any other materials or information.
- ii. The Software, System Software, Services, Maintenance Services, Product, Application, Licensed Services, Updates and Deliverables provided or delivered hereunder are at the current release level unless an Authorized User specifies an older version in its order or SOW.
- iii. No Update or engineering change or revision made to any Software, System Software, Services, Maintenance Services, Product, Application, Licensed Services, Updates and Deliverables provided by Supplier hereunder shall degrade the performance of any Software, System Software, Services, Maintenance Services, Product, Application, Licensed Services, and Deliverables to a level below that defined in the Requirements or the Product manufacturer's or Software Publisher's published specifications, as applicable, or cause any other warranty to be breached, or require an Authorized User to acquire additional hardware equipment or software.

E. Malicious Code

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

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

F. Open Source

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

G. Supplier's Viability

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

H. Supplier's Past Experience

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

THE OBLIGATIONS OF SUPPLIER UNDER THIS GENERAL WARRANTY SECTION ARE MATERIAL. SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED,

INCLUDING WITHOUT LIMITATION ANY CONCERNING MERCHANTABILITY OR FITNESS FOR ANY OTHER PARTICULAR PURPOSE.

7. SCOPE OF USE

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

8. FEES, ORDERING AND PAYMENT PROCEDURE

A. Fees and Charges

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

A. Ordering

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

- i. Purchase Order (PO): An official PO form issued by an Authorized User.
- ii. Any other order/payment charge or credit card process, such as AMEX, MASTERCARD, or VISA under contract for use by an Authorized User. This ordering authority is limited to issuing orders or SOWs for the contractual offerings and Requirements available under the scope of this Contract. Under no circumstances shall any Authorized User have the authority to modify this Contract. An order or SOW from an Authorized User may contain additional terms and conditions; however, to the extent that the terms and conditions of the Authorized User's order or SOW are inconsistent with the terms and conditions of this Contract, the terms of this Contract shall supersede. If the Contract allows for the provision of hardware Product, An Authorized User may order Maintenance Services for any Product at any time during the term of the Contract, irrespective of whether such Product is covered under warranty or maintenance at the time the order is issued to Supplier. Each order shall identify:
 - i. Product and, if applicable, serial number, for which Maintenance Services shall be provided,
 - ii. Maintenance Level to be provided, and
 - iii. MCP for the Product Maintenance. Authorized User may elect, at any time, another Maintenance Level offered by Supplier. Such amendment shall take effect within thirty (30) days

following Supplier's receipt of Authorized User's written notice, in the form of a modification to an order or SOW. Option 1: Unless otherwise agreed to by the Authorized User and Supplier, the MCP for a unit of Product shall be one (1) year from the effective date of any executed order or SOW for Maintenance on such Product. Notwithstanding the foregoing, Supplier shall not accept any order or SOW from an Authorized User if such order or SOW is to be funded, in whole or in part, by federal funds and if, at the time the order or SOW is placed, Supplier is not eligible to be the recipient of federal funds as may be noted on any of the Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs. ALL CONTRACTUAL OBLIGATIONS UNDER THIS CONTRACT IN CONNECTION WITH AN ORDER OR SOW PLACED BY ANY AUTHORIZED USER ARE THE SOLE OBLIGATION OF SUCH AUTHORIZED USER AND NOT THE RESPONSIBILITY OF VITA UNLESS SUCH AUTHORIZED USER IS VITA.

B. Reproduction Rights for Supplier-Provided Software

(Optional per project) At an Authorized User's request, Supplier shall provide the Authorized User with a reproducible diskette or CD of Software and Updates. Such Authorized User shall be responsible for making copies and distributing the Software and Updates as required. Within thirty (30) days of the end of each calendar quarter, such Authorized User shall provide to Supplier a report of the net number of additional copies of the Software and/or Updates deployed during the quarter. Supplier shall invoice such Authorized User for the net number of new licenses reported as deployed.

C. Reimbursement of Expenses

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

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

D. 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, Supplier shall perform a demonstration of its Solution, or its Application and Licensed Services or Software-as-a Service at such Authorized User's location and at no charge.

If the Supplier's contractual obligations include the provision of Software, the Supplier shall make available to any Authorized User the Software 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 thirty (30) days. Each new project is entitled to an evaluation copy regardless of whether an Authorized User has previously purchased the Software.

E. Statement of Work

An SOW, in the format provided in Exhibit X, shall be required for any orders placed by an Authorized User pursuant to this Contract. Supplier shall perform any and all contractual obligations at the times and locations set forth in the applicable SOW and at the rates set forth in Exhibit B herein. Unless VITA issues a written authorization for a time and materials type SOW, any SOW shall be of a fixed price type but may, with the written approval of VITA, contain a cost-reimbursable line item(s) for pre-approved travel expenses. In furtherance of compliance, invoicing, and auditing requirements, for time and materials type SOWs, Supplier personnel shall maintain daily time records of hours and tasks performed, which shall be submitted or made available for inspection by the Authorized User upon forty-eight (48) hours advance written notice.

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

F. Supplier Quote and Request for Quote

shall use a Request for Quote (RFQ) process to obtain pricing and delivery dates from Supplier. Supplier quotes will reference the contract number. Authorized Users will reference the quote and attach it to the eVA order.

The project timing and requirements will be clearly outlined in the RFQ document. In some situations, the Authorized User may not identify the exact specifications required. If that is the case, the RFQ respondents will be given the opportunity to identify and propose their recommended specifications.

Supplier shall respond to the RFQ by providing a quote, which shall include (a) a detailed description of each product or service proposed, including such product and services components, at the Exhibit B line item level, (b) the quantity of each such component, (c) the contract price, (d) any additional percentage discount offered, and (e) an extended price. If requested by the Authorized User, Supplier's quote shall also include a proposal describing the approach Supplier plans to take in developing, implementing, and maintaining its offering for the Authorized User. Should Supplier be unable to respond to the RFQ due, for example, to resource constraints, Supplier shall notify Authorized User in writing of its inability to perform the work requested by such Authorized User, and provide the reasons for such inability to perform, prior to the due date for the submission of quotes in response to the RFQ. Supplier's failure to respond to an RFQ may be deemed a default of this Contract.

G. Invoice Procedures

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

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

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

H. Purchase Payment Terms

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

repeatedly over bill Authorized User, Authorized User may assess a one percent (1%) charge for the amount over-billed for each month that such over-billing continues.

9. SUPPLIER-SPONSORED PRODUCT PROMOTIONS

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

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

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

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

10. REPORTING

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

- i. Report of Sales; and
- ii. Small Business Procurement and Subcontracting Report

These reports must be submitted using the instructions and further detailed requirements and templates found at the following URL: <http://www.vita.virginia.gov/scm/default.aspx?id=97>. Suppliers are encouraged to review the site periodically for updates on Supplier reporting requirements and methods.

As required by Executive Order 20 (2014) in addition to the requirements in the Invoice Procedures section of this Contract, Supplier shall provide to VITA at the time the final invoice is sent to the Authorized User, a SWaM Subcontracting Certification of Compliance certifying that Supplier has fully complied with the Contract's Supplier Procurement and Subcontracting Plan ("Plan"), originally submitted with Supplier's Proposal. If Supplier has not fully complied, meaning there is any variance between the proposed and contractually bound Plan and the actual subcontractor spend by Supplier, the SWaM Subcontracting Certification of Compliance must include a written explanation of any variances between the Plan and the actual participation. Further, VITA may require Supplier to submit on a scheduled basis (monthly, quarterly, or other frequency) a SWaM Subcontracting Certification of Compliance detailing Supplier's compliance or variance to-date, along with any variance explanation. All submitted SWaM Subcontracting Certifications of Compliance shall be certified and signed by Supplier's contractually authorized representative.

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

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

Supplier shall report sales and pay to VITA the following monthly fees in accordance with instructions described on the Supplier Reporting webpage located at: <http://www.vita.virginia.gov/scm/default.aspx?id=97> . The Sales Reporting System used to report and submit your monthly sales data will include these fees and percentages:

- IFA: 2% of monthly sales
- Administrative: 0% of monthly sales
- Rebate: 0% of monthly sales
- Other (Name): 0% of monthly sales

11. TRAINING AND DOCUMENTATION

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

12. AUTHORIZED USER SELF-SUFFICIENCY

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

13. CONFIDENTIALITY

A. Treatment and Protection

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

B. Exclusions

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

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

C. Return or Destruction

Upon the termination or expiration of this Contract or upon the earlier request of the disclosing Authorized User, Supplier shall (i) at its own expense, (a) promptly return to the disclosing

Authorized User all tangible Confidential Information (and all copies thereof except the record required by law) of the disclosing Authorized User, or (b) upon written request from the disclosing Authorized User, destroy such Confidential Information and provide the disclosing Authorized User with written certification of such destruction, and (ii) cease all further use of the Authorized User's Confidential Information, whether in tangible or intangible form.

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

D. Confidentiality Statement

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

14. INDEMNIFICATION AND LIABILITY

A. Indemnification

Supplier agrees to indemnify, defend and hold harmless the Commonwealth, VITA, any Authorized User, their officers, directors, agents and employees (collectively, "Commonwealth's Indemnified Parties") from and against any and all losses, damages, claims, demands, proceedings, suits and actions, including any related liabilities, obligations, losses, damages, assessments, fines, penalties (whether criminal or civil), judgments, settlements, expenses (including attorneys' and accountants' fees and disbursements) and costs (each, a "Claim" and collectively, "Claims"), incurred by, borne by or asserted against any of Commonwealth's Indemnified Parties to the extent such Claims in any way relate to, arise out of or result from:

(i) any intentional or willful conduct or negligence of any employee, agent, or subcontractor of Supplier,

(ii) any act or omission of any employee, agent, or subcontractor of Supplier,

(iii) breach of any representation, warranty or covenant of Supplier contained herein,

(iv) any defect in the Supplier-provided products or services, or

(v) any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Supplier-provided products or services.

Selection and approval of counsel and approval of any settlement shall be accomplished in accordance with all applicable laws, rules and regulations. For agencies the applicable laws include §§ 2.2-510 and 2.2-514 of the Code of Virginia. In all cases involving the Commonwealth or agencies, the selection and approval of counsel and approval of any settlement shall be satisfactory to the Commonwealth. In the event of a settlement between Supplier and a private institution of higher education who is an Authorized User of this contract, such settlement shall be satisfactory to that institution.

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

In the event of a Claim pursuant to any actual or alleged infringement or misappropriation of any third party's intellectual property rights by any of the Supplier-provided Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or Supplier's performance, and in addition to all other obligations of Supplier in this Section, Supplier shall at its expense, either (a) procure for all Authorized Users the right to continue use of such infringing Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or any component thereof; or (b) replace or modify such infringing Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, or any component thereof, with non-infringing Deliverables, Products, Software, Services, Solution or Solution Component(s), Application and Licensed Services, as applicable, satisfactory to VITA.

And in addition, Supplier shall provide any Authorized User with a comparable temporary replacement products and/or services or reimburse VITA or any Authorized User for the reasonable costs incurred by VITA or such Authorized User in obtaining an alternative product or service, in the event such Authorized User cannot use the affected Deliverable, Product, Software, Services, Solution or Solution Component(s), Application and Licensed Services, as applicable, or any component thereof. If Supplier cannot accomplish any of the foregoing within a reasonable time and at commercially reasonable rates, then Supplier shall accept the return of the infringing Deliverables, Products, Software, Services, Solution, Solution Component, Application and Licensed Services, as applicable, or any component thereof, along with any other components rendered unusable by any Authorized User as a result of the infringing component, and refund the price paid to Supplier for such components.

B. Liability

Except for liability with respect to:

- (i) any intentional or willful misconduct or negligence of any employee, agent, or subcontractor of Supplier,
- (ii) any act or omission of any employee, agent, or subcontractor of Supplier,
- (iii) claims for bodily injury, including death, and real and tangible property damage,
- (iv) Supplier's indemnification obligations,
- (v) Supplier's confidentiality obligations,
- (vi) Supplier's security compliance obligations, and
- (vii) Supplier's data privacy and security obligations as specified under this Contract,

Supplier's liability shall be limited to twice the aggregate value of the delivered and accepted Deliverables, Products, Software, Services, Solution, including Solution Components, Application and Licensed Services, as applicable, provided by Supplier to all Authorized Users under this Contract. Supplier agrees that it is fully responsible for all acts and omissions of its employees, agents, and subcontractors, including their gross negligence or willful misconduct. The limitation shall apply on a per-incident basis, it being understood that multiple losses stemming from the same root cause constitute a single incident.

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

15. INSURANCE

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

Errors and omissions insurance coverage in the amount of \$2,000,000 per occurrence.

16. SECURITY COMPLIANCE

Supplier agrees to comply with all provisions of the then-current Commonwealth of Virginia security procedures, published by the Virginia Information Technologies Agency (VITA) and which may be found at: (<https://www.vita.virginia.gov/library/default.aspx?id=537>) or a successor URL(s), as are pertinent to Supplier's operation. Supplier further agrees to comply with all provisions of the relevant Authorized User's then-current security procedures as are pertinent to Supplier's operation and which have been supplied to Supplier by such Authorized User. Supplier shall also comply with all applicable federal, state and local laws and regulations. For any individual Authorized User location, security procedures may include but not be limited to: background checks, records verification, photographing, and fingerprinting of Supplier's employees or agents. Supplier may, at any time, be required to execute and complete, for each individual Supplier employee or agent, additional forms which may include non-disclosure agreements to be signed by Supplier's employees or agents acknowledging that all Authorized User information with which such employees and agents come into contact while at the Authorized User site is confidential and proprietary. Any unauthorized release of proprietary or Personal information by the Supplier or an employee or agent of Supplier shall constitute a breach of its obligations under this Section and the Contract. Supplier shall immediately notify VITA and Authorized User, if applicable, of any Breach of Unencrypted and Unredacted Personal Information, as those terms are defined in Virginia Code 18.2-186.6, and other personal identifying information, such as insurance data or date of birth, provided by VITA or Authorized User to Supplier. Supplier shall provide VITA the opportunity to participate in the investigation of the Breach and to exercise control over reporting the unauthorized disclosure, to the extent permitted by law. Supplier shall indemnify, defend, and hold the Commonwealth, VITA, the Authorized User, their officers, directors, employees and agents harmless from and against any and all fines, penalties (whether criminal or civil), judgments, damages and assessments, including reasonable expenses suffered by, accrued against, or charged to or recoverable from the Commonwealth, VITA, the Authorized User, their officers, directors, agents or employees, on account of the failure of Supplier to perform its obligations pursuant this Section.

(Note: For Software as a Service contracts, add a last paragraph that states:) VITA shall have the right to review Supplier's information security program prior to the commencement of Licensed Services and from time to time during the term of this Agreement. During the performance of the Licensed Services, on an ongoing basis from time to time, VITA, at its own expense, shall be entitled 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.

17. IMPORT/EXPORT

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

18. BANKRUPTCY

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

or rejection shall not be a breach of this Contract, and shall not affect the rights of VITA or any Authorized User to pursue or enforce any of its rights under this Contract or otherwise.

19. GENERAL PROVISIONS

A. Relationship Between VITA and Authorized User and Supplier

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

B. Licensing Within the Commonwealth

For any license provided pursuant to this Contract, whether to System Software or any other software, the following shall apply. If Authorized User is a state agency, board, commission, or other quasi-political entity of the Commonwealth of Virginia or other body referenced in Title 2.2 of the Code of Virginia, the license shall be held by the Commonwealth. If Authorized User is a locality, municipality, school, school system, college, university, local board, local commission, or local quasi-political entity, the license shall be held by that public body. If Authorized User is a private institution of higher education chartered in Virginia and granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, the license shall be held by that institution.

C. Licenses and Permits

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

D. Incorporated Contractual Provisions

The contractual provisions at the following URL are mandatory contractual provisions, required by law or by VITA, and are incorporated by reference:

https://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/scm/StatutorilyMandatedTsandCs.pdf .

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

For any orders or SOWs issued by an Authorized User under a Contract that will or may include the entry, handling, processing, storage, movement, sharing of or access to Federal Tax Information (FTI) by Supplier or any subcontractor of Supplier in any manner, IRS Publication 1075 shall apply to that order, SOW and Contract. The Tax Information Security Guidelines for Federal, State and Local Agencies – Exhibit 7, Safeguarding Contract Language, as appropriate, and the requirements specified in Exhibit 7 in accordance with IRC 6103(n) are included by reference and are located at this URL:

http://www.vita.virginia.gov/uploadedFiles/VITA_Main_Public/SCM/Mandatory_IRS_Pub_1075_for_FTIData.pdf . Supplier hereby acknowledges that it will comply with all applicable requirements of these terms and IRS Publication 1075 in its entirety. Non-compliance with the terms and IRS Publication 1075 may be determined, solely by VITA, as a material breach of the applicable order or SOW or the Contract. Further, the use of the term “Contractor” in these terms and IRS

Publication 1075 means the same as the term "Supplier," as defined and used in the Contract. FTI consists of federal tax returns and return information (and information derived from it) that is in the agency's (i.e., Authorized Users of this Contract, as defined herein) possession or control 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 (PII).

The terms and conditions in documents posted to the aforementioned URLs are subject to change pursuant to action by the legislature of the Commonwealth of Virginia, change in VITA policy, adoption of revised eVA business requirements, or change to IRS Publication 1075. Supplier is responsible for verifying the correct and current version of this IRS publication and related safeguarding terms language and acknowledges that VITA Authorized User issuing the order or SOW will be held harmless. If a change is made to the mandatory terms and conditions, a new effective date will be noted in the document title. Supplier is advised to check the URLs periodically.

E. Compliance with the Federal Lobbying Act

Supplier's signed certification of compliance with 31 USC 1352 (entitled "Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions") or by the regulations issued from time to time thereunder (together, the "Lobbying Act") is incorporated as an exhibit to this Contract.

F. Governing Law

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

G. Dispute Resolution

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

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

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

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

H. Advertising and Use of Proprietary Marks

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

I. Notices

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

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

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

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

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

J. No Waiver

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

K. Assignment

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

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

L. Captions

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

M. Severability

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

N. Survival

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

O. Force Majeure

No Party shall be responsible for failure to meet its obligations under this Contract if the failure arises from causes beyond the control and without the fault or negligence of the non-performing

Party. If any performance date under this Contract is postponed or extended pursuant to this section for longer than thirty (30) calendar days, VITA, by written notice given during the postponement or extension, may terminate Supplier's right to render further performance after the effective date of termination without liability for that termination, and in addition an Authorized User may terminate any order or SOW affected by such postponement or delay.

P. 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.

Q. Right to Audit

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

- i. Three (3) years from end date of the Contract;
- ii. Performed at Supplier's premises, during normal business hours at mutually agreed upon times; and
- iii. Excludes access to Supplier cost information. In no event shall Supplier have the right to audit, or require to have audited, VITA or any Authorized User.

R. Taxes—Federal, State and Local

The Commonwealth of Virginia is exempt from Federal excise and all State and Local taxes. Such taxes shall not be included in Contract prices. Tax certificates of exemption, Form ST-12 can be obtained online at <http://www.tax.virginia.gov/>. Deliveries against this Contract shall be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K. The Commonwealth is also exempt from paying E-911 charges.

S. Offers of Employment

(Optional per Project) 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 shall be billed for fifty percent (50%) of the employee's annual salary in effect at the time of termination.

T. Contract Administration

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

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

U. 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: (Customize for project and QA references throughout document.)

Exhibit A - Pricing

Exhibit B - Requirements

Exhibit C - Certification Regarding Lobbying

Exhibit D - Statement of Work (SOW) Template

Exhibit E - Change Order Template

Exhibit F - End User Licensing Agreement (for reference only)

Exhibit G - Supplier Procurement and Subcontracting Plan

This Contract, its Exhibits, and any prior non-disclosure agreement constitute the entire agreement between VITA and Supplier and supersede any and all previous representations, understandings, discussions or agreements between VITA and Supplier as to the subject matter hereof. Any and all terms and conditions contained in, incorporated into, or referenced by the Supplier's Proposal shall be deemed invalid. The provisions of the Virginia Department of General Services, Division of Purchases and Supply Vendor's Manual shall not apply to this Contract or any order issued hereunder. This Contract may only be amended by an instrument in writing signed by VITA and Supplier. In the event of a conflict, the following order of precedence shall apply: this Contract document. An Authorized User and Supplier may enter into an ordering agreement pursuant to this Contract. To the extent that such ordering agreement, or any order or SOW issued hereunder, include any terms and conditions inconsistent with the terms and conditions of this Contract, such terms and conditions shall be of no force and effect.

VITA and Supplier each acknowledge that it has had the opportunity to review this Contract and to obtain appropriate legal review if it so chose.

Supplier Address for Notice:

Attention: enter:Supplier Contact info

VITA Address for Notice:

Attention: Contract Administrator

**EXHIBIT X 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 X, 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: <http://www.vita.virginia.gov/library/default.aspx?id=537> and all COVA Enterprise Architecture Data Standards and requirements located at: <http://www.vita.virginia.gov/oversight/default.aspx?id=10344>.

If Authorized User is an 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	Schedule	Payment	Retainage	Net Payment
-----------------	----------------------	----------	---------	-----------	-------------

	Deliverable(s)				
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

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://law.lis.virginia.gov/vacode/title2.2/chapter43/section2.2-4309/>. Changes to the scope of this SOW must stay within the boundaries of the scope of the VITA Contract.

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

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

All changes to this SOW must comply with the Contract. Price changes must comply with the Code of Virginia, § 2.2-4309. Modification of the contract, found at this link: <http://law.lis.virginia.gov/vacode/title2.2/chapter43/section2.2-4309/>

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/oversight/projects/default.aspx?id=567>

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: _____

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

Supplier:

(Name of Supplier)

By: _____

(Signature)

Name: _____

(Print)

Title: _____

Date: _____

Authorized User:

(Name of Agency/Institution)

By: _____

(Signature)

Name: _____

(Print)

Title: _____

Agency Head or Designee

Date: _____

Template

EXHIBIT E to Contract VA-XXXX-XXXX

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

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

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

[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, including Exhibit C

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

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

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

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

Supplier

By: _____

(Signature)

Name: _____

(Print)

Title: _____

Date: _____

Authorized User

By: _____

(Signature)

Name: _____

(Print)

Title: _____

Agency Head or Designee

Date: _____

EXHIBIT F - Reserved for EULA and License Agreement Addendum

http://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/SCM/License_Agreement_Addendum.doc

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/>.

Offeror Name: Radio Communications of Virginia, Inc.

Preparer Name: George L. Gillen, Jr. Date: February 28, 2017

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: 655909

Certification Approval Date: February 16, 2016

Certification Expiration Date: February 16, 2019

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 which 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
N/A			
SWaM Overall Commitment Percentage			
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.			