



VCU Procurement Services

Procurement Services
University Purchasing

912 W Grace Street, 5th Floor
Box 980327
Richmond, Virginia 23284

804 828-1077
Fax: 804 828-7837
TDD: 1-800-828-1120
www.vcu.edu/procurement

Date: June 01, 2022

Express Technologies, Inc.
James Bruce
PO Box 5506
Fredericksburg, VA 22403
jbruce@express-tek.com

RE: Contract #: 7406884AA
Extension of Contract

Dear James,

The Virginia Commonwealth University (VCU) contract for Network Cabling Services will expire on July 31, 2022. It is VCU's intent that this contract remain in an extended period until December 30, 2022 while the current RFP solicitation is in progress.

Your signature constitutes your firm's acceptance of this contract extension. Please return this document by July 1, 2022. Please e-mail the completed form to lofgreenj@vcu.edu. If you have any questions, please contact me at 804-628-2897.

Products and services shall be provided in accordance with the contract during the contract extension period.

Sincerely,

A handwritten signature in black ink that reads "Jason Lofgreen". The signature is written in a cursive, flowing style.

Jason Lofgreen, CUPO
Senior Buyer

Contract #: 7406884AA

RESPONSE:

Express Technologies, Inc.

Name of Firm

Ross Ritenour

Signature

Ross Ritenour

Name Printed

Director of Construction Southeast

Title

6/1/22

Date



VCU Procurement Services

June 1, 2021

Express Technologies, Inc.
James Bruce
PO Box 5506
Fredericksburg, VA 22403
jbruce@express-tek.com

RE: Contract #: 7406884AA
Renewal No.: 4 of 4

Dear Mr. Bruce,

Express Technologies, Inc.'s contract with Virginia Commonwealth University (VCU) for Network Cabling Services expires on 7/31/2021. VCU intends to exercise the renewal of this contract in accordance with the terms of contract #7406884AA.

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

OPTIONAL USE CONTRACT:

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Services shall be provided in accordance with the contract for the renewal period: 8/1/2021 through 7/31/2022.

- ☒ Pricing remains the same as the previous contract period.
- ☐ Attached is the revised pricing in accordance with the contract terms.
- ☒ By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA.

Please return this document by July 15, 2021. Your response may be emailed to lofgreenj@vcu.edu

Sincerely,

Jason Lofgreen
Jason Lofgreen
Senior Buyer, CUPO

Contract #: 7406884AA

RESPONSE:

Express Technologies, Inc.

Name of Firm

Jim Bruce

Signature

Jim Bruce

Name Printed

Director of Construction

Title

6/01/2021

Date



VCU Procurement Services

July 16, 2020

Express Technologies, Inc.
James Bruce
PO Box 5506
Fredericksburg, VA 22403
jbruce@express-tek.com

RE: Contract #: 7406884AA
Renewal No.: 3 of 4

Dear Mr. Bruce,

Express Technologies, Inc.'s contract with Virginia Commonwealth University (VCU) for Network Cabling Services expires on 7/31/2020. VCU intends to exercise the renewal of this contract in accordance with the terms of contract #7406884AA.

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

OPTIONAL USE CONTRACT:

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Services shall be provided in accordance with the contract for the renewal period: 8/1/2020 through 7/31/2021.

- ☐ Pricing remains the same as the previous contract period.
- ☐ Attached is the revised pricing in accordance with the contract terms.
- ☒ By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA.

Please return this document to me as soon as possible. Your response may be emailed to me at lofgreenj@vcu.edu

Sincerely,

Jason Lofgreen
Jason Lofgreen
Senior Buyer, CUPO

Contract #: 7406884AA

RESPONSE:

Express Technologies, Inc.

Name of Firm



Signature

Jim Bruce

Name Printed

Director of Construction

Title

7/16/2020

Date



VCU Procurement Services

July 18, 2019

Express Technologies, Inc.
James Bruce
PO Box 5506
Fredericksburg, VA 22403
jbruce@express-tek.com

RE: Contract #: 7406884AA
Renewal No.: 2 of 4

To Whom It May Concern:

Express Technologies, Inc.'s contract with Virginia Commonwealth University (VCU) for Network Cabling Services expires on 7/31/2019. VCU intends to exercise the renewal of this contract in accordance with the terms of contract #7406884AA.

Your signature constitutes your firm's acceptance of this renewal, to include the optional use language and the eVA registration requirement provisions below.

OPTIONAL USE CONTRACT:

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Services shall be provided in accordance with the contract for the renewal period: 8/1/2019 through 7/31/2020.

- ☐ Pricing remains the same as the previous contract period.
- ☐ Attached is the revised pricing in accordance with the contract terms.
- ☒ By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, P.O. Box 843040, Richmond, VA.

Please return this document to me as soon as possible. Your response may be emailed to me at lofgreenj@vcu.edu

Sincerely,

Jason Lofgreen
Jason Lofgreen
Senior Buyer

RESPONSE:

Express Technologies, Inc.

Name of Firm



Signature

Jim Bruce

Name Printed

Director of Construction

Title

7/18/2019

Date



VCU Procurement Services

Date June 30, 2018

James Bruce
Express Technologies, Inc.
PO Box 5506
Fredericksburg, VA 22403

RE: Contract #: 7406884AA
Renewal No.: 1 of 4

Procurement Services
University Purchasing

912 W Grace Street, 5th Floor
Box 980327
Richmond, Virginia 23284

804 828-1077
Fax: 804 828-7837
TDD: 1-800-828-1120
www.vcu.edu/procurement

Dear Mr. Bruce:

Your firm's contract with Virginia Commonwealth University (VCU) for Network Cabling Services expires on July 31, 2018. VCU intends to exercise the renewal of this contract in accordance with Section XI Special Terms and Conditions, Item N. Renewal of Contract.

Your signature constitutes your firm's acceptance of this renewal.

This contract is an optional use, requirements based contract. VCU is in no way required to make purchases from the Contractor and may, in its sole discretion, purchase the identical and/or similar goods/services from other sources. Services shall be provided in accordance with the contract for the renewal period: August 1, 2018 through July 31, 2019

By signing and submitting this contract renewal letter Contractor certifies that it will maintain the insurance coverages required at the time the contract was awarded. At renewal, Contractor shall have a new Certificate of Insurance listing VCU as the "Additional Insured", citing the contractor's name and contract number, mailed to VCU Risk Management, Box 843040, Richmond, VA.

Please return this document to me no later than July 15, 2018. Your response may be e-mailed to me at aranthes@vcu.edu. If you have any questions, please contact me at (804) 828-1070.

Sincerely,

Amy Anthes
Category Manager

Contract #: 7406884AA

RESPONSE:

Express Technologies, Inc.
Name of Firm


Signature

Jim Bruce
Name Printed

Director of Construction
Title

7/4/18
Date



VCU

Request for Proposals

RFP #: 7406884AA

RFP Title #: Term Agreements for Network Cabling Services

Issuing Agency: Virginia Commonwealth University

Using Dept.: Technology Services

Issue Date: April 3, 2017

Closing Date: April 28, 2017, 11:00 a.m.



A VASCUPP Member Institution

Request for Proposals RFP #7406884AA

Issue Date: April 3, 2017

Title: Term Agreements for Network Cabling Services

Send all Proposals To: Virginia Commonwealth University
RFP #7406884AA
Attention: Amy Anthes
912 W Grace St, 5th floor
Richmond, Virginia 23284

Sealed Proposals Shall Be Received Until: 11:00 a.m. local time on April 28, 2017

Direct ALL inquiries concerning this RFP to: Amy Anthes, Senior Buyer, at aranthes@vcu.edu

Contract Term will be for one (1) year with four (4) optional one (1) year renewals

Questions concerning this RFP must be received via email no later than: April 14, 2017 at 2:00PM EST

This Request for Proposals & any Addenda are posted on the eVA website at: <http://www.eva.virginia.gov>

HARD-COPY, ORIGINAL PROPOSALS MUST BE RECEIVED IN VIRGINIA COMMONWEALTH UNIVERSITY'S DEPARTMENT OF PROCUREMENT SERVICES ON OR BEFORE THE DATE AND TIME DESIGNATED ON THIS SOLICITATION. ELECTRONIC SUBMISSIONS AND FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED IN LIEU OF THE HARD-COPY, ORIGINAL PROPOSAL. VENDORS ARE RESPONSIBLE FOR THE DELIVERY OF THEIR PROPOSAL. PROPOSALS RECEIVED AFTER THE OFFICIAL DATE AND TIME WILL BE REJECTED. THE OFFICIAL DATE AND TIME USED IN RECEIPT OF RESPONSES IS THAT TIME ON THE CLOCK OR AUTOMATIC TIME STAMP IN THE DEPARTMENT OF PROCUREMENT SERVICES.

IF PROPOSALS ARE HAND DELIVERED OR SENT BY FEDEX, UPS, OR ANY OTHER PRIVATE COURIER, DELIVER TO THE ADDRESS NOTED ABOVE: VIRGINIA COMMONWEALTH UNIVERSITY, RFP #7406884AA, ATTENTION: Amy Anthes, 912 W. GRACE ST., 5TH FLOOR, RICHMOND, VA 23298-0327. IF USING US MAIL (NOT RECOMMENDED): IF PROPOSALS ARE MAILED VIA US MAIL ONLY, MAIL TO VIRGINIA COMMONWEALTH UNIVERSITY, RFP#7406884AA Attn: Amy Anthes, PO BOX 980327, RICHMOND, VA 23298-0327. THE RFP NUMBER, DATE AND TIME OF PROPOSAL SUBMISSION DEADLINE, AS REFLECTED ABOVE, MUST CLEARLY APPEAR ON THE FACE OF THE RETURNED PROPOSAL PACKAGE.

In Compliance With This Request for Proposals And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation. Furthermore, The Undersigned Agrees Not To Start Any Work Relative To This Particular Solicitation Until A Resulting Formal Signed Purchase Order Is Received By The Contractor From University's Department of Procurement Services. Any Work Relative To This Request for Proposals Performed By The Contractor Prior To Receiving A Formal Signed Purchase Order Shall Be At The Contractor's Own Risk And Shall Not Be Subject To Reimbursement By The University.

Signature below constitutes acknowledgement of all information contained through links referenced herein.

NAME AND ADDRESS OF COMPANY:

_____	Date: _____
_____	By (Signature In Ink): _____
_____ Zip Code _____	Name Typed: _____
E-Mail Address: _____	Title: _____
Telephone: (____) _____	Fax Number: (____) _____
Toll free, if available	Toll free, if available
DUNS NO.: _____	FEI/FIN NO.: _____
REGISTERED WITH eVA: () YES () NO	SMALL BUSINESS: () YES () NO
VIRGINIA DSBSD CERTIFIED: () YES () NO	MINORITY-OWNED: () YES () NO
DSBSD CERTIFICATION #: _____	WOMEN-OWNED: () YES () NO

A Pre-Proposal conference will be held. See Section V herein.

THIS SOLICITATION CONTAINS 43 PAGES.

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I. PURPOSE:

The intent and purpose of this Request for Proposals (RFP) is to allow interested Contractors an opportunity to provide information that will be evaluated to establish term agreements for Network Cabling Services for Technology Services at Virginia Commonwealth University (the lead issuing institution and hereafter referred to as “the University” or “VCU”), an agency of the Commonwealth of Virginia.

It is the intent of this solicitation and resulting contract(s) to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations may access any resulting contract(s) if authorized by the Contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor(s), the resultant contract(s) may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. The Contractor shall notify the lead-issuing institution in writing of any entities accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Contractor shall provide usage reports for all entities accessing the Contract upon request. Participating entities shall place their own orders directly with the Contractor(s) and shall fully and independently administer their use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the lead-issuing institution. The lead-issuing institution shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the lead-issuing institution is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

Use of this contract(s) does not preclude any participating entity from using other contracts or competitive processes.

Additional information on cooperative procurement is available at:

[http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP Website Link Cooperative Procurement.pdf](http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_Cooperative_Procurement.pdf)

II. GOVERNING RULES:

This solicitations is issued in accordance with the provisions of:

- A. Purchasing Manual for Institution of Higher Education and their Vendors
(<https://vascupp.org>)
- B. Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public institution of Higher Education of the Commonwealth of Virginia
(<https://vascupp.org>)

III. OPTIONAL USE CONTRACT:

The resulting contract(s) will be an optional use contract. VCU is in no way required to make purchases from the Contractor and may in its sole discretion purchase the identical and/or similar

goods/services from other sources. Any estimates/quantities contained herein do not represent a purchase commitment by VCU.

IV. **THE UNIVERSITY:**

Virginia Commonwealth University (VCU) is a large urban University located in Richmond, Virginia. The University has 13 schools and 1 college offering over 220 undergraduate, graduate, doctoral and certificate programs, and conducted over \$270 million in sponsored research in fiscal year 2016. With more than 31,000 students and 21,000 full- and part-time employees in both VCU and VCU Health, the University is recognized as both one of the largest Universities in Virginia, and the largest employer in Richmond.

Additional information is available at:

http://documents.procurement.vcu.edu/purchasing/pdf_docs/forms/RFP_Website_Link_The_University.pdf

V. **PRE-PROPOSAL CONFERENCE:**

An optional pre-proposal conference will be held at **2:00 PM on April 12, 2017** at the:

VCU Technology Administration Building
701 West Broad St.
Room 202
Richmond, Virginia 23220

For directions and paid parking information visit:

<http://business.vcu.edu/about-the-school/our-location/directions--parking/>

The purpose of the conference is to allow Offerors an opportunity to ask questions and obtain clarification relative to any facet of this solicitation. Offerors are strongly encouraged to submit questions in advance by emailing them to aranthes@vcu.edu prior to the conference.

VI. **STATEMENT OF NEEDS:**

This Section describes VCU's requested goods and/or services and the areas to be addressed in Offeror's Proposal. Proposal response must be written in the same order as outlined below. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities. Emphasis should be placed on completeness and clarity of content. Failure to submit all information requested may result in the elimination of the Proposal from consideration. Proposals that are substantially incomplete or lack key information may be rejected by VCU. Please note that utilization of the words "shall" or "must" indicates a mandatory requirement.

A. Scope and Introduction

1. The Network Services Department at VCU is responsible for the installation of data, voice and video distribution cabling throughout the University. There is an on-going need to supplement the efforts of the in-house staff with outside contractors. Network Services wishes to establish agreements to provide these Network Cable Installation Services.
- 2 Project / Contractor Assignment Under Agreement:
 - a. Projects valued at less than \$10,000:

Individual Cat 6e+ UTP cable projects will be assigned to Contractors during the agreement term utilizing a rotational matrix established for this purpose:

- i. The Small Project Matrix will be used for projects estimated to be less than the VCU Departmental Purchasing Delegated Authority (currently at \$10,000.00).
 - ii. Contractors will be listed on the Small Project Matrix in alphabetical order. Contractors will be assigned individual projects by proceeding in an "A-Z" direction on this matrix.
- b. Projects valued at greater than \$10,000:
- Individual Cat 6e+ UTP cable projects valued at greater than \$10,000 will be awarded as the result of a competitive bid process among the Contractors participating in this Term Agreement. Projects will be awarded to the lowest responsive and responsible bidder.
3. The following information reflects the value and associated numbers of the total annual expenditures for the prior 3 fiscal years:

<u>Dollar Range</u>	<u># of Jobs</u>	<u>Dollar Value</u>
Under \$10,000	230	\$631,899.00
\$10,001-\$50,000	14	\$343,048.00
\$50,001-\$500,000	8	\$990,297.00

4. The initial period of the agreements shall be for one (1) year with the option to renew the term agreements for four (4) additional one-year periods. At the sole option of the University, VCU may elect to enter into agreements with additional Contractors at any time.

B. Required Technical Specifications

1. The Contractor shall furnish all materials, labor, supervision, tools, test equipment and conduct appropriate tests to provide installation service to VCU. All installations shall conform to appropriate installation standards and guidelines including State and University rules. The Contractor shall comply with all aspects of the following:
 - a. EIA/TIA-568-C and addenda, Commercial Building Telecommunications Wiring Standards.
 - b. EIA/TIA-569-B and addenda, Commercial Building Standard for Telecommunications Pathways and Spaces.
 - c. In order to ensure compliance with the above standards, the Contractor shall perform installations utilizing the methods and recommendations detailed in the building Industry Consulting Services International Telecommunications Distribution Methods Manual.
2. The Contractor shall fire stop all cable runs to meet national and local fire codes. All walls must maintain their fire rating. Specifications on fire stop to be used (i.e. manufacturer name and part number) shall be adhered to.
3. The Contractor shall provide as-built drawings in hard copy format.
4. The Contractor shall submit a detailed list of materials to include part numbers and quantities to be used for all VCU Network Services' projects with response to individual project assignments. A detailed list of materials is to be submitted with bids in order to be considered for award.

5. Prior to starting work, the Contractor must provide a detailed work schedule to VCU Network Services, to include:
 - a. The on-site Supervisor shall be on-site at all times.
 - b. The on-site Supervisor's name and phone number shall be provided on the schedule.
 - c. The name of all wiring technicians, for each project, shall be provided on the schedule. The names will be cross-referenced with the certifications that were submitted during the RFP process.
6. All Contractor personnel working on VCU Network Services' projects shall be responsible for obtaining a VCU Contractors and affiliates ID card. This ID card shall be worn at all times. The VCUCard office will issue the ID badge at a cost, to the Contractor, of \$20 each. If the contractor's technician is unable to provide the VCU identification badge, upon request, he/she will be asked to leave the job-site. The technician cannot return to the job-site until the proper identification badge is obtained. Identification badges are to be returned to VCU Network Services' Project Manager at the time of final inspection. The identification badge will be kept on file and redistributed when another project has been awarded.
7. All VCU cabling installations shall carry a Siemon Company Structured Cable Warranty. All associated registration and documentation guidelines shall be followed. Once a project has been awarded, it is the Contractor's responsibility to register the job with the Siemon Company and follow through with all necessary information to obtain the Siemon Certificate of Warranty. Failure to follow the procedures will result in the withholding of final payment.

Note: The Siemon Company reserves the right to perform audits throughout the duration of Network Service's cabling projects.
8. The Contractor shall correct any damage to existing systems which occurs during an installation at no cost to the University.
9. All installations require proper grounding as required by ANSI-J-STD-607-A and addenda and consideration of NEC Article 250 and Article 800 is recommended for communication circuits.
10. The Contractor shall use an Underwriter Laboratories (UL) listed polymer based formula cable pulling lubricant when pulling communication cables through existing conduits. The lubricant shall be applied immediately before or during the pull.
11. The Contractor shall submit a detailed list of materials to include part numbers and quantities to be used for all VCU Network Services projects that are competitively solicited under the resulting agreement. It is the responsibility of the Contractor to notify VCU Network Services of any part number and or item description discrepancies, prior to ordering materials.
12. Fiber Optic Installation Requirements:
 - a. Fiber cable runs interconnecting between buildings are to be installed using a gel filled, loose buffer tube fiber optic cable.
 - b. Fiber cable runs within buildings are to be installed with tight buffer OFNR rated cable.
 - c. Fiber cables shall have all fibers terminated at each end. LC type connectors with ceramic ferrules shall be used, unless otherwise specified by VCU Network Services. All fiber splices must be installed in a splice tray.
 - d. Anaerobic fiber connectors are accepted and shall meet the following characteristics:
 - i. Meet the Fiber Optic Connector Intermateability Standards (FOCIS) specifications of TIA/EIA-604-10.

- ii. Be available in simplex and duplex versions.
 - iii. Utilize same termination kit available for ST, SC and LC versions.
 - iv. Terminate 50/125µm, 62.5/125µm and 8.3/125µm optical fiber.
 - v. Have a quick field termination process, which does not require power.
 - vi. Have a termination process, which incorporates use of a reliable anaerobic adhesive, which has a high resistance to environmental extremes
 - vii. Utilize a precision Zirconia ceramic ferrule
 - viii. Have jacketed and buffered versions.
- e. All mechanical optical fiber connectors shall meet the following characteristics:
- i. Meet the Fiber Optic Connector Intermateability Standards (FOCIS) specifications of TIA/EIA-604-10.
 - ii. Be a pre-polished mechanical splice connector.
 - iii. Be available in simplex only versions.
 - iv. Terminate 50/125µm, 62.5/125µm and single mode optical fiber.
 - v. Have a quick field termination incorporating a dual-process activation to reduce termination time.
 - vi. Available for terminating 900µm buffered fiber only.
 - vii. Meet the multimode performance specifications for insertion loss (0.20db) and for return loss (-37db).
 - viii. Meet the singlemode performance specifications for insertion loss (0.20db) and for return loss (-55db).
- f. The connection to loose buffer tube fiber may use splices to pigtail fibers which are epoxied to the LC connector (splice trays must be used to store any finished splices) or appropriate breakout tubing with the LC connector directly connected to the fiber.
- g. Each fiber shall be tested bi-directionally at 850 and 1300nm (1300 and 1550nm for single-mode fiber) with an optical fiber power loss set. All splices and LC connectors shall test with less than 0.25db loss per connector or splice. Fibers exceeding the specified loss shall be repaired and retested.
- h. All cables shall be clearly labeled with printer-generated labels; black print with white background at time of final inspection as to origin and destination.
- i. The fiber distribution panels shall be designed to physically protect the fibers on both sides of the barrel. The only exception to this rule is for the fiber cables of four or less strands. These may be installed in a 2 ¾ " deep single gang outlet box with Siemon #MX-FP-S-XX-02 Max Modular Faceplates and Siemon #MX-F1-LC-X-02 Max Fiber adapter modules with duplex LC flat couplers. Fiber extension rings of 1" in depth may be used in conjunction with a 1 ½" deep single gang outlet box.
- j. All distribution fibers must be installed in conduit as described in Item 15. Communications Conduit Installation Requirements.

13. Fiber Optic Cable Requirements:

a. Multimode Fiber optic cables:

- i. The fiber specified by the owner shall be 62.5-micron core in a 125-micron cladding or a 50-micron core in a 125-micron cladding of multimode graded index glass.
- ii. The 62.5/125µm fiber shall be rated for dual wavelength use at both 850nm with at least 200MHz/km bandwidth and 1300nm with at least 500MHz/km bandwidth.
- iii. The 50/125µm fiber shall be rated for dual wavelength use at both 850nm and 1300nm with a minimum bandwidth of 500MHz/km at each wavelength.
- iv. The fiber shall have a maximum attenuation of 3.5dB/km at 850nm and a maximum attenuation of 1.0dB/km at 1300nm on all fibers within the cable.
- v. The glass fiber shall be of high quality and shall be traceable by lot number in case of problems. Fiber made by Corning Glass fulfills these requirements.
- vi. The cables shall have no conductive wires or elements (all dielectric construction).
- vii. The cables shall not be armored.
- viii. Qualified multimode fiber optical fiber cables shall be in compliance with the following standards ISO/IEC 11801:2002 OM3, ANSI/TIA/-568-C.3, ANSI/TIA/-568-C.3-1 except the limits for attenuation and bandwidth for cables containing 50/125µm or 62.5/125µm fiber shall be as noted above.
- ix. The 62.5/125µm fiber shall have a guaranteed transmission distance for Gigabit Ethernet of 275 meters at 850nm and 550 meters at 1300nm. The 50/125 µm fiber shall have a guaranteed transmission distance for Gigabit Ethernet of 550 meters at both 850nm and 1300nm.
- x. Qualified cables shall perform in accordance with the attenuation limits as noted above when tested per ANSI/TIA-455-46, -53, -61 or -78 (as applicable).
- xi. Qualified cables shall perform in accordance with the bandwidth limits as noted above when tested.
- xii. The protocol pertinent to the transmission distances noted above for Qualified Cables is Gigabit Ethernet per IEEE 802.3:2002.
- xiii. Fiber will also have both a thermoplastic outer and inner jacket, contain inner Aramid yarn and Dielectric central strength members.

b. Single-mode Fiber optic cables.

- i. The fiber shall be 8.3-micron core in a 125-micron cladding.
- ii. The fiber shall be rated for dual wavelength use at both 1300nm with a mode-field diameter of 9.30-1550nm with a mode-field diameter of 10.50-1.00 micron.
- iii. The attenuation at 1383-3nm shall not exceed 2.1 dB/km.

- iv. The attenuation between 1285 and 1310nm shall not exceed the attenuation at 1310nm by more than 0.10 dB/km, between 1310 and 1330nm shall not exceed the attenuation at 1310nm by more than 0.05 dB/km, and between 1525 and 1575nm shall not exceed the attenuation at 1550 nm by more than 0.05 dB/km.
 - v. The zero dispersion wavelength shall be between 1300 and 1322 nm with a zero dispersion slope less than or equal to 0.092 ps/ (nm²-km).
 - vi. The cladding non-circularity shall not exceed 2.0%.
 - vii. Qualified singlemode optical fiber cables shall be in compliance with ISO/IEC 11801:2002 OS1, ANSI/TIA-568-C.3.
 - viii. Qualified cables shall perform in accordance with the attenuation limits as noted above when tested per ANSI/EIA/TIA-455-46, -53, -61 or -78 (as applicable).
 - ix. Qualified cables shall perform in accordance with the Zero Dispersion wavelength and slope limits as noted above when tested per ANSI/TIA-455-168, -169, or -175 (as applicable).
 - x. Shall be available in OFNR and OFNP ratings.
- c. Tight buffered fiber cables:
- i. The cables shall have at least a UL rating of Optical Fiber Nonconductive Riser (OFNR).
 - ii. The cables shall have a breakout jacket on each fiber such that a LC type connector can be directly attached to the fiber cable without requiring a pigtail splice of jacketed fiber to connect to the ST connector.
 - iii. The breakout jacket on each fiber shall have a standard color-coding for identification.
 - iv. The glass fiber shall have passed the Optical Fiber Proof Test at 100kpsi with a maximum flaw size of 0.7 microns.
 - v. The glass fiber shall have an Acrylate coating around the glass fiber to a diameter of 500 microns.
 - vi. The cable shall have a crush resistance greater than or equal to 200N/cm (EIA-455-41).
 - vii. The cable shall have an impact resistance greater than or equal to 20 impacts with 1.0 N-m per the EIA-455-25 standard.
- d. Gel filled, loose buffer tube fiber cables:
- i. The buffer tubes shall be filled with a waterproof gel.
 - ii. The buffer tubes shall contain 6 fibers each.
 - iii. Each fiber in the buffer tube shall have a standard color-coded coating for identification.

- iv. The glass fiber shall have passed the Optical Fiber Proof Test at 1000kpsi.
- v. The glass fiber shall have an Acrylate coating around the glass fiber to a diameter of 250 microns.
- vi. The cable shall have a crush resistance greater than or equal to 600N/cm (EIA-455-41).
- vii. The cable shall have an impact resistance greater than or equal to 20 impacts with 1.0 N-m per the EIA-455-25 standard.
- e. Fiber Optic Test Results:
 - i. The Contractor shall be responsible for bi-directional testing, using a fiber optic power meter. **OPTICAL TIME DOMAIN REFLECTOMETER (OTDR) WILL NOT BE ACCEPTED.**
 - ii. Multi-mode fiber shall be tested at both 850nm and 1300nm.
 - iii. Single-mode fiber shall be tested at both 1300nm and 1550nm.
 - iv. Test results shall include, at a minimum, the following information: identification of each buffer tube and fiber strand color; length; limit (db); value (db); wavelength (nm; margin (db). Test results shall be saved in .TXT or .FLW format and include VCU Network Services HD#.
 - v. Fiber test results for the fiber listed above shall be delivered to VCU Network Services in hard copy format at time of final inspection.

14. Communications Conduit Installations Requirements:

- a. The Contractor shall x-ray floors prior to any penetrations using a certified x-ray technologist. Note: GPR (Ground Penetrating Radar) is also acceptable.
- b. All conduits shall be reamed throughout and bushed at both ends.
- c. There shall be no more than two (2) 90-degree bends between pull points.
- d. Pull Strings shall be left in all conduits and inner ducts.
- e. Conduit must be installed, at a minimum of, 6" away from sprinkler heads.
- f. Typical outlet boxes shall be single gang with a 1-inch conduit feed.
 - i. No more than 8 UTP cables shall be pulled through a 1-inch conduit.
- g. For additional outlets at one location, a double gang box with a 2-inch conduit feed may be used.
 - i. No more than 22 UTP cables shall be pulled through a 2-inch conduit.
- h. Outlet boxes shall not be daisy-chained together. Each box shall have a dedicated conduit from the main cable tray or distribution system.
 - i. **Note:** ½" and ¾" conduit is not to be used. Fill capacity for all other sizes to be

determined by VCU Network Services.

15. Category 5e/6e+ UTP Cable Specifications:

- a. Cable runs outside of conduit shall be supported every four (4) feet with J-hooks or equivalent from the outlet stub to the communication room. Cable and cable supports are not to be attached to or laid across other cables, pipes or conduit or ceiling grid wires. Cables may not touch any part of the ceiling grid at any time.
- b. All Category 5e/6e+ terminations shall follow the T568B wiring pin out standard, using Siemon Max or ZMAX series Category 6e+ components throughout (VCU standard: no substitutions).
 - i. Use angled or flat jacks at the outlet.
- c. Siemon #MX-PNL-XX or Z6-PNL-XX rack mounted patch panel frames shall be used to terminate the cabling in the Telecommunications Rooms (VCU standard: no substitutions).
 - i. Use Z6-20 ZMax jacks at the patch panels.
 - ii. Patch panel terminations shall be laid out in a geographically logical pattern, i.e. all terminations for room 334 will be located together, next to the terminations for room 335, etc.
- d. Cable used shall be Mohawk M57197 Advancenet – Green or MegaLAN #M56168 – Blue (4-pair, UTP PLENUM cable).
- e. All outlets, patch panels and cables shall be clearly labeled with printer-generated labels, black print on a white background. At a minimum, floor, room number, and jack position shall be indicated at both ends. Labels shall be applied within six (6) inches of the termination points of all cables.
- f. Terminate the room number end using the following Siemon Max Modular series components: Siemon XMX-FP-S-04-XX Max Faceplates shall be used with single-gang boxes, unless otherwise specified. Siemon #MX6-XX Category 6 modules shall be used. When Category 5e modules are specified MX5-XX shall be used for cable terminations.
- g. The Contractor shall be responsible for bi-directional testing of each run with a VCU approved Category 5e/6e+ test set (PentaScanner, LANTEK ProXL, or other equivalent test set).
 - i. Any run that does not pass testing shall be corrected and re-tested.
 - ii. The Contractor shall provide Network Services with a CD of all test results. The CD shall be labeled with HD#, Building Name and Date submitted (xx/xx/xxxx). Test results should include, as a minimum, the following information for each run:
 - Building
 - Floor(s)
 - Room(s)
 - Communication Room(s)
 - Patch panel #
 - Patch panel port

- iii. Siemon #S66M2-5T-128LR modular jack or approved equal, 66 blocks pre-wired to RJ-45, T568B wiring pattern shall be used to provide an interface between voice riser and the horizontal distribution patch panel in the Telecommunication Rooms.

16. Video Distribution Coax Specification:

- a. Horizontal distribution coax shall be Belden 9116P (RG6) coax or a VCU approved equivalent. Plenum cable is required.
 - i. Terminate on Siemon F-type coupler plates at the outlet (VCU standard: no substitutions).
 - ii. Terminate with F-type connectors in the closet. Do not mount in patch panels.
Coil terminated coax in closet with enough slack to allow routing anywhere in the room. Label each cable clearly.
- b. Riser coax shall be Times Fiber Communications, Inc. T10 625 Series Semiflex jacketed cable with aluminum sheath (Part Number T10625J) or a VCU approved equivalent.
 - i. Install, but do not terminate riser coax. Coil un-terminated coax in closet with enough slack to allow routing anywhere in the room. Label each cable clearly.

**** Detailed specifications are written specifically for each project. In case of a conflict with these general requirements, the detailed project specifications will take precedence.**

VII. PROPOSAL PREPARATION AND SUBMISSION INSTRUCTIONS:

A. Proposal Submission Instructions are as follows:

- 1. Complete and return Page 2 of the RFP. Proposals shall be signed by an authorized representative of the Offeror.
- 2. Complete and return signed addenda acknowledgments (if applicable).
- 3. Submit **one (1) original hard copy (paper)** of the entire proposal, including all attachments and proprietary information. The original proposal must be clearly marked on the outside of the proposal. Submit one (1) unsecured, electronic copy (on a disc or flash drive) of the entire proposal including all attachments and **INCLUDING ANY PROPRIETARY INFORMATION** and one (1) unsecured, electronic copy (on a disc or flash drive) of the entire proposal including all attachments and **EXCLUDING ANY PROPRIETARY INFORMATION**. These discs or flash drives must be clearly marked on the outside whether it includes or excludes proprietary information. The copies of the RFP in this Section are for Procurement Services.
- 4. Submit three (3) **unsecured electronic copies** (on a disc or flash drive) of the **entire** proposal, **INCLUDING ALL ATTACHMENTS AND ANY PROPRIETARY INFORMATION** for the Evaluation Committee Members.
- 5. Proposal Presentation:
 - a. All information requested must be submitted. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by the purchasing agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

- b. All information requested by this Request for Proposals on the ownership, utilization and planned involvement of small businesses, women-owned businesses and minority-owned businesses must be submitted. If an Offeror fails to submit all information requested, the Purchasing Agency may require prompt submission of missing information after the receipt of Contractors proposals.
 - c. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be placed on completeness and clarity of content.
 - d. Proposals should be organized as specified in the RFP. All pages of the proposal should be numbered. The proposal should contain a table of contents, which cross-references the RFP requirements. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find the RFP requirements are specifically addressed.
 - e. Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.
6. If applicable, the outside of the Proposal must be marked to clearly denote proprietary information is contained in the documents. **Written notice of proprietary information must be submitted as the first page of the Offeror's Proposal.** Notice must specifically identify the applicable portions of the Offeror's Proposal that contain data or materials to be protected and shall state the reasons why protection is necessary. In addition, the specific (i.e. specific words, figures or paragraphs) proprietary or trade secret material submitted must be identified on the applicable page(s) within the Offeror's Proposal, by some distinct method, such as highlighting, underlining, etc. **The classification of an entire Proposal document, line item prices and/or total Proposal prices as proprietary or trade secrets is not acceptable and may result in rejection and return of the Proposal.** Ownership of all data, materials and documentation originated and prepared for VCU pursuant to the RFP shall belong exclusively to the University and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protections of Section 43F of The Governing Rules, in writing, either before or at the time the data or other material is submitted.
7. Communications regarding this Request for Proposals (RFP) shall be formal from the date of the issuance for this RFP, until either a Contractor has been selected or the University Procurement Services Department rejects all proposals. Formal communications shall be directed to the University Procurement Department only. Informal communications including but not limited to, request for information, comments or speculations, regarding this RFP to any University employee other than Procurement Services Department representative may result in the offending Offeror's Proposal being rejected.
8. Oral Presentation: Offerors who submit a proposal in response to this RFP may be required to conduct an oral presentation of their proposal to VCU. Oral presentations are an option and may or may not be required. Should an oral presentation be required, VCU will designate the date and location for the presentation; the date is critical and alternative dates will not be available. Offerors who are invited to conduct an oral presentation shall include the individual(s) who would be the primary point of contact for VCU, on the Offerors presentation team. VCU reserves the right to re-score proposals following oral presentations.
9. The version of the solicitation issued by the Virginia Commonwealth University Purchasing Department as amended by any addenda is the mandatory controlling version of the document. Any modification of or additions to the solicitation by the Offeror shall not modify the official

version of the solicitation issued by the Virginia Commonwealth University Purchasing Department unless accepted in writing by the University. Such modifications or additions to the solicitation by the Offeror may be cause for rejection of the proposal; however, Virginia Commonwealth University reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal. If the modifications or additions are not identified until after the award of the contract, the controlling version of the solicitation document shall still be the official state form issued by the Purchasing Department.

10. Additional information is available at:

<http://go.vcu.edu/procurement-purchasing>

B. SPECIFIC PROPOSAL REQUIREMENTS:

Proposals should be as thorough and detailed as possible so that VCU may properly evaluate your capabilities to provide the required goods/services. Offerors are required to submit the following items as a complete proposal:

1. The return of the entire RFP cover sheet and all addenda acknowledgments, if any, signed in ink and filled out as required.
2. Proposed price as described in the pricing schedule. Please use the pricing scenario provided.
3. Describe the proposed plans and approach for providing the products and services as specified in the RFP Section VI, Statement of Needs, Items A and B. In addition to what is specifically identified in the Statement of Needs, please provide information for the items listed below, but do not limit information to these items:

a. Contractor Licensing:

Prior to submission of the proposals, Contractors are required to have a class "A" license with appropriate specialty classification as recognized by the Virginia Board for Contractors, Department of Professional and Occupational Regulation to perform cable installation services. Contractors interested in conduit and cable installation jobs must have either an Electrical Specialty or an Electronics Specialty. Submit a copy of your license.

Contractor's License No. _____

Class A Contractor: _____ Yes _____ No

Expiration Date: _____

Specialty: _____

b. Areas of Interest:

Indicate the goods/ services that your firm would like to provide. Check all that apply.
Note: Firms may only be solicited for cabling projects in the categories indicated.

For Labor Only projects, firms will be solicited to provide technicians with tools as temporary personnel to provide installations services under the supervision of VCU personnel. All materials will be provided by VCU. An hourly rate will be established through a bid process.

For Project Management projects, VCU will seek temporary personnel to provide job planning, estimations, and supervision on a per project basis. Note that a firm providing

project management supervision for a project will **not** be allowed to participate in that project for installation services. An hourly rate will be established through a bid process.

Firms will be solicited to submit pricing for projects based on the Areas of Interest indicated in this section. Firms will be invited to submit pricing for individual projects based on the eight project categories listed. Please indicate which of the six (6) project classifications that interest your firm. Contractors may choose one, or all, of the six (6) project categories.

(Check all that apply):

Conduit ☐ Yes ☐ No

Cat5e/6e+ ☐ Yes ☐ No

Fiber Optics ☐ Yes ☐ No

Video/Cabling ☐ Yes ☐ No

Labor Only Jobs ☐ Yes ☐ No

Project Management ☐ Yes ☐ No

c. Methodology/Approach and Experience/Qualifications:

- i. Contractor certifies that the firm has been providing similar goods/services for a period of not less than two (2) consecutive years.

State number of years firm has provided conduit/cable installations services:

_____ years

Has the firm provided these services in the Richmond Metropolitan area?

___ Yes ___ No

Please list any State Agencies and/or Institutions of Higher Education that you have performed services for.

- ii. Contractor certifies that the firm has the ability to comply with projects identified during the term taking into account other business commitments.

___Yes ___No

- iii. For Category 6e+ UTP cabling, the primary contractor and any subcontractor shall be certified to provide a 16 year Cabling System Warranty from the Siemon Company. A contractor that is in the process of gaining certification or is scheduled to be certified will be considered responsive. Written documentation from the Siemon Company shall be submitted with the Offeror's proposal. Certifications, when received from Siemon, must be submitted to VCU. The contractor shall not be allowed to bid on or perform Category 5e/6e+ wiring projects until certifications are received by VCU. The on-site supervisor and at least one installer on the job site, at all times, shall be certified in the installations, testing, and certification of Category 5e/6e+ UTP wiring from the Siemon Company. In-house or on the job training will not be acceptable. Provide the names and qualifications of UTP installers and on-site supervisors who hold this certification and attach a copy of the appropriate training certificates for each person listed.

Note: Certifications granted through the Siemon Company will be limited to VCU cabling projects. The contact phone number for Bruce Booberg is 410-991-3964.

- iv. List at least three (3) prior Category 6e+ UTP cabling projects and include information relative to the size of the project, scope of work, location, dates, and the extent to which the project was on time and within budget. If applicable, include at least one (1) State project. (Do not include projects completed at VCU).
-
- d. For fiber optic cabling, the Contractor certifies that the on-site supervisor and at least one installer on the job site, at all times, shall be trained in the installations, termination, and testing of fiber optic cables. Training shall be from a nationally recognized certification authority (BICSI, Siemon, etc). In-house or on the job training will not be acceptable.
 - i. Provide the names and qualifications of your firm's fiber installers and attach the appropriate training certificates for each person listed.
 - ii. Provide at least three (3) prior fiber optic cabling projects and include information relative to the size of the project, scope of work, location, dates and the extent to which the project was on time and within budget. If applicable, include at least one (1) State project. (Do not include VCU projects.)
-
- e. Project Management: Project managers must have a minimum of two years of recent and pertinent experience and accredited technical training in the work they are supervising. RCDD Certification is preferred. Provide resumes for your firm's proposed project managers.
 - i. List at least three (3) prior Project Management cabling projects and include information relative to the size of the project, scope of work, location, dates, and the extent to which the project was on time and within budget. If applicable, include at least one (1) State project.

- f. The Contractor shall have a plan in place to coordinate with VCU and ensure timely, effective completion of projects. Please address your firm's methods of coordination of services and organization and management of projects.
- g. Quality Assurance: Describe your approach to assuring that the components and installations meet VCU requirements. The objective is to specify a solid, thorough approach to quality assurance, from acquisition of materials to final testing procedures, which shall be consistently applied to all projects.
- h. Testing Procedures: Describe the final testing and inspection procedures that shall be utilized for installations categories to include conduit, Category 6e+ UTP, fiber optic cable, video cable.
- i. Contractor should provide a list of at least three (3) references where similar goods and/or services have been provided in the past two (2) years. Only one (1) reference from VCU is acceptable. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person, an email address if available, and telephone number. Firms should submit at least one reference for a project greater than \$100,000. At the sole option of the University, VCU may elect to request inspection privileges for installed jobs from the references submitted.
- j. List all construction-related lawsuits (other than labor or personal injury litigation) filed by, or against, the Contractor in the last five (5) years, and identify the nature of the claim, the amount of dispute, the parties, and the ultimate resolution of the lawsuit.
- k. Please submit a copy of your insurance certificate and provide your insurance Experience Modification Rate (EMR). Upon award, a certificate of insurance naming the Commonwealth of Virginia as an additional insured will be required.
- l. Information demonstrating the Contractor's financial stability to include:
 - 1) Full name, address, and telephone number of the organization;
 - 2) Date the firm was established;
 - 3) Ownership (e.g. public company, partnership, subsidiary, etc.);
 - 4) If incorporated, provide the state of incorporation;
 - 5) Number of full-time employees on January 1st for the last three (3) years or for the duration the firm has been in business, whichever is less.

VIII. EVALUATION AND AWARD CRITERIA:

Proposals will be evaluated based upon the information provided in the Offeror's Proposal using the following criteria: Offeror's qualifications and experience (40 points); methodology/approach to providing the requirements stated herein (40 points); and the Offeror's status as a Virginia certified SWaM Business or the Offeror's plans to utilize Virginia DSBSD-certified SWaM Businesses in the Offeror's performance of the contract (20 points). Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals. Negotiations shall be conducted with Offerors so selected. After negotiations have been conducted with each Offeror so selected, VCU shall select the Offeror which, in its opinion, has made the best offer, and shall award the contract to that Offeror. VCU reserves the right to make multiple awards from the solicitation. The University may cancel this Request for Proposals or reject Proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular Proposal was not deemed to be the most advantageous (Governing Rules Section 49.D). Should the University determine in writing and in its sole discretion that only one Offeror has made the best proposal, a Contract may be negotiated and awarded to that Offeror. The award document will be a Contract incorporating by

reference all the requirements, terms and conditions of the RFP, and the Offeror's response thereto. VCU reserves the right to award to multiple offerors, should such an award benefit the University.

Notice of Award(s) or Notice of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov>.

IX. **REPORTING AND DELIVERY REQUIREMENTS:**

By submitting a Proposal, Offerors certify that all information provided in response to the Request for Proposals is true and accurate. Failure to provide information required by this Request for Proposals will ultimately result in rejection of the Proposal.

It is the policy of the Commonwealth of Virginia that 42% of its purchases be made from small businesses to contribute to the establishment, preservation, and strengthening of small businesses, and businesses owned by women and minorities, and to encourage their participation in VCU procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts or other contractual opportunities.

Use of Subcontractors: If the Offeror intends to use subcontractors to perform any portion of the work described in this RFP, the Offeror must clearly so state. VCU is placing an increased emphasis on its SWaM (Small, Women, and Minority Owned) business program and is interested in identifying any potential opportunities that may be available to engage SWaM vendors to be certified by the Virginia Department of Small Business and Supplier Diversity (DSBSD) through new or existing contracts. **Identify and list any such opportunities that your firm would commit to if awarded this Contract in Appendix 1- Participation in VCU Procurement Transactions Small Businesses and Businesses Owned by Women and Minority.** The Offeror's response must include a description of which portion(s) of the work will be sub-contracted out and the names and addresses of potential Subcontractor(s) under the Contract.

REPORT ON THE PARTICIPATION OF SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

Unless the Contractor is a DSBSD certified small business, the Contractor shall submit quarterly reports on the direct involvement of Department of Small Business and Supplier Diversity (DSBSD) certified SWaM Businesses in the performance of the Contract. The report shall specify the actual dollars spent to date with Small Businesses, Women-Owned Businesses, and Minority-Owned Businesses based upon the Contractor's commitment for utilization of DSBSD SWaM Businesses.

The Contractor shall provide this information to:

Virginia Commonwealth University
Procurement Services Office
Attn: SWaM Coordinator
912 W. Grace Street, POB 980327
Richmond, VA 23284
Email: swamreporting@vcu.edu

Failure to submit the required information will be considered a contract compliance issue and will be addressed accordingly. In addition, failure to submit the required information will result in invoices being returned without payment.

X. GENERAL TERMS AND CONDITIONS:

- A. PURCHASING MANUAL: This RFP is subject to the provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and their Vendors and any revisions thereto, which are hereby incorporated into this contract in their entirety. A copy of the manual is available for review at the VCU Procurement Services Office. In addition, the manual may be accessed electronically at <http://procurement.vcu.edu/> or a copy can be obtained by calling VCU Procurement Services at (804) 828-1077.
- B. APPLICABLE LAW AND COURTS: This RFP and any resulting Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. ANTI-DISCRIMINATION: By submitting their Proposals, Offerors certify to the Commonwealth and to VCU that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the *Virginia Public Procurement Act*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1).

In every Contract over \$10,000 the provisions in 1. and 2. below apply:

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

- a) Virginia Commonwealth University is an equal opportunity/affirmative action institution providing access to education and employment without regard to age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability. As such, the Contractor will not discriminate against any employee or applicant for employment because of age, race, color, national origin, gender, religion, sexual orientation, veteran's status, political affiliation or disability or any other basis prohibited by state law related to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b) The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

2. The Contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. ETHICS IN PUBLIC CONTRACTING: By submitting their Proposals, Offerors certify that their Proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their Proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By submitting their Proposals, Offerors certify that they do not and will not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- F. DEBARMENT STATUS: By submitting their Proposals, Offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. ANTITRUST: By entering into a Contract, the Contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS: Failure to submit a Proposal on the official VCU Form provided for that purpose may be a cause for rejection of the Proposal. Modification of, or additions to, the General Terms and Conditions of the solicitation may be cause for rejection of the Proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a Proposal.
- I. PAYMENT:
 1. To Prime Contractor:
 - a) Invoices for items ordered, delivered and accepted shall be submitted by the Contractor directly to the payment address shown on the purchase order/Contract. All invoices shall show the VCU Contract number and/or purchase order number; social security number (for individual Contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
 - b) Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than thirty (30) days, however.
 - c) All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by the Contractor at the contract price, regardless of which public institution is being billed.

- d) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, VCU shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A Contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this Section do not relieve VCU of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).

2. To Subcontractors:

- a) Contractor awarded a contract under this RFP is hereby obligated:
 - i. To pay the Subcontractor(s) within seven (7) days of the Contractor's receipt of payment from VCU for the proportionate share of the payment received for work performed by the Subcontractor(s) under the contract; or
 - ii. To notify VCU and the Subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.
 - b) The Contractor is obligated to pay the Subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the Contractor that remain unpaid seven (7) days following receipt of payment from VCU, except for amounts withheld as stated in 2. above. The date of mailing of any payment by U.S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier Contractor performing under the primary contract. A Contractor's obligation to pay an interest charge to a Subcontractor may not be construed to be an obligation of VCU.
- J. PRECEDENCE OF TERMS: Paragraphs A-J of these General Terms and Conditions shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- K. QUALIFICATIONS OF OFFERORS: VCU may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to VCU all such information and data for this purpose as may be requested. VCU reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. VCU further reserves the right to reject any Proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy VCU that such Offeror is properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.
- L. TESTING AND INSPECTION: VCU reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

- M. ASSIGNMENT OF CONTRACT: A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the VCU Director of Procurement Services.
- N. CHANGES TO THE CONTRACT: Changes can be made to the Contract in any one of the following ways:
1. The parties may agree in writing to modify the scope of the Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.
 2. The VCU Procurement Services Department may order changes within the general scope of the Contract at any time by written notice to the Contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The Contractor shall comply with the notice upon receipt. The Contractor shall be compensated for any additional costs incurred as the result of such order and shall give VCU a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a) By mutual agreement between the parties in writing; or
 - b) By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and the Contractor accounts for the number of units of work performed, subject to the VCU's right to audit the Contractor's records and/or to determine the correct number of units independently; or
 - c) By ordering the Contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the Contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The Contractor shall present VCU with all vouchers and records of expenses incurred and savings realized. VCU shall have the right to audit the records of the Contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to VCU within thirty (30) days from the date of receipt of the written order from VCU. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the Contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this Contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia's Purchasing Manual for Institutions of Higher Education and Their Vendors. Neither the existence of a claim or a dispute resolution process, litigation or any other provision of this Contract shall excuse the Contractor from promptly complying with the changes ordered by the VCU Procurement Service Office or with the performance of the Contract generally.
- O. DEFAULT: In case of failure to deliver goods or services in accordance with the Contract terms and conditions, VCU after due oral or written notice, may procure them from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which VCU may have in law or equity.
- P. USE OF BRAND NAMES: Unless otherwise provided in this RFP, the name of a certain brand, make or manufacturer does not restrict Offerors to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article, which the public body, in its sole discretion, determines to be the equal of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

The Offeror is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable VCU to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Unless the Offeror clearly indicates in its proposal that the product offered is an "equal" product, such proposal will be considered to offer the brand name product referenced in the RFP.

- Q. TRANSPORTATION AND PACKAGING: By submitting their Proposals, all Offerors certify and warrant that the price offered for F.O.B. Destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity. Further, Offeror shall bear the risk of loss until the goods and equipment until VCU accepts Delivery of them.
- R. INSURANCE: By signing and submitting a Proposal under this RFP, the Offeror certifies that if awarded the Contract, it will have the following insurance coverages at the time the Contract is awarded. For construction contracts, if any Subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Offeror further certifies that the Contractor and any Subcontractors will maintain these insurance coverages during the entire term of the Contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

Minimum Insurance Coverages and Limits Required for Most Contracts:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify VCU of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the Contract shall be in noncompliance with the Contract.
 2. Employers Liability - \$100,000.
 3. Commercial General Liability - \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. VCU must be named as an additional insured and so endorsed on the policy.
 4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)
- S. ANNOUNCEMENT OF AWARD: Upon the award or the announcement of the decision to award a contract as a result of this RFP, VCU will publicly post such notice electronically at <http://www.eva.virginia.gov> for a minimum of ten (10) days.
- T. DRUG-FREE WORKPLACE: During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition; (iii) state in all solicitations or

advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each Subcontractor and/ or Vendor.

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

- U. NONDISCRIMINATION OF CONTRACTORS: A Bidder, Offeror, or Contractor shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, or against faith-based organizations or any other basis prohibited by state law relating to discrimination in employment. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- V. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in VCU. The eVA portal is the gateway for vendors to conduct business with VCU Institution and other public bodies. All Vendors desiring to provide goods and/or services to VCU shall participate in the eVA Internet e-procurement solution by completing the free eVA Vendor Registration. All Bidders or Offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Vendor Transaction Fees are determined by the date the original purchase order is issued and are as follows:

1. For orders issued July 1, 2014 and after, the Vendor Transaction Fee is:
 - a) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - b) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
2. For orders issued July 1, 2014 the vendor transaction fees can be found at www.eVA.virginia.gov

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately thirty (30) days after the corresponding purchase order is issued and payable thirty (30) days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- W. FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA). The Selected Offeror/Vendor “legitimate educational interests” in the University education records, as those terms have been defined under FERPA and its implementing regulations, and the Selected Firm/Vendor agrees to abide by the limitations and requirements imposed on school officials. Selected Firm/Vendor will

use the education records only for the purpose of fulfilling its duties under this Contract for University's and its students' benefit, and will not share such data with or disclose it to any third University.

XI. SPECIAL TERMS AND CONDITIONS:

- A. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to Virginia Commonwealth University will be used in product literature or advertising. The Contractor shall not state in any of the advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.
- B. **AUDIT:** The Contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or State auditors shall have full access to and the right to examine any of said materials during said period.
- C. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- D. **PROPOSAL ACCEPTANCE PERIOD:** Any proposal in response to this solicitation shall be valid for sixty (60) days. At the end of the sixty (60) days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time it remains in effect until an award is made or the solicitation is cancelled.
- E. **PROPOSAL PRICES:** Proposal prices shall be in the form of a firm price for each item during the contract period.
- F. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon sixty (60) days written notice to the Contractor. In the event the initial contract period is for more than twelve (12) months, the resulting contract may be terminated by either party, without penalty, after the initial twelve (12) months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- G. **DRUG FREE WORKPLACE:** The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees and/or agents performing services on state property are prohibited:
 - 1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
 - 2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).
 - 3. The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

- H. EXTRA CHARGES NOT ALLOWED: The proposal price shall be for complete installation ready for Commonwealth's use, and shall include all applicable freight and installation charges; extra charges will not be allowed.
- I. FINAL INSPECTION: At the conclusion of the work, the Contractor shall demonstrate to the authorized owners representative that the work is fully operational and in compliance with contract specifications and codes. Any deficiencies shall be promptly and permanently corrected by the Contractor at the Contractor's sole expense prior to final acceptance of the work.
- J. IDENTIFICATION OF PROPOSAL: The proposal package should be identified as follows:

From: _____

Name of Offeror	Due Date	Time
_____	_____	_____
Street or Box Number	RFP No.	
_____	_____	
City, State, Zip Code +4	RFP Title	

Name of Contract / Purchase Officer or Buyer: Amy Anthes

The package should be addressed as directed on Page 2 of the solicitation.

If a proposal is not clearly identified, the Offeror takes the risk that the proposal may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other proposals should be placed in the envelope.

LATE PROPOSALS: To be considered for selection, proposals must be received by the issuing office by the designated date and hour. The official time used in the receipt of proposals is that time on the automatic time stamp machine in the issuing office. Proposals received in the issuing office after the date and hour designated are automatically disqualified and will not be considered. The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intrauniversity mail system. It is the sole responsibility of the Offeror to insure that its proposal reaches the issuing office by the designated date and hour.

- K. INDEMNIFICATION: Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the Contractor/any services of any kind or nature furnished by the Contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the Contractor on the materials, goods, or equipment delivered.
- L. LIMITATION OF LIABILITY: To the maximum extent permitted by applicable law, the Contractor will not be liable under this contract for any indirect, incidental, special or consequential damages, or damages from loss profits, revenue, data or use of the supplies, equipment and/or services delivered under this contract. This limitation of liability will not apply, however, to liability arising from: (a) personal injury or death; (b) defect or deficiency caused by willful misconduct or negligence on the part of the Contractor; or (c) circumstances where the contract expressly provides a right to damages, indemnification or reimbursement.
- M. PRIME CONTRACTOR RESPONSIBILITIES: The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize,

using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

- N. RENEWAL OF CONTRACT: This contract may be renewed by the Commonwealth upon written agreement of both parties for 4 (four) successive 1 (one) year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
- O. SUBCONTRACTS: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.
- P. WARRANTY (COMMERCIAL): The Contractor agrees that the supplies or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Contractor gives any customer for such supplies or services and that the rights and remedies provided therein are in addition to and do not limit those available to the Commonwealth by any other clause of this solicitation. A copy of this warranty should be furnished with the proposal.
- Q. POLICY OF EQUAL EMPLOYMENT: Virginia Commonwealth University is an equal opportunity/affirmative action employer. Women, Minorities, persons with disabilities are encouraged to apply. The University encourages all vendors to establish and maintain a policy to insure equal opportunity employment. To that end, Offerors should submit along with their proposals, their policy of equal employment.
- R. eVA BUSINESS-TO-GOVERNMENT CONTRACTS AND ORDERS: The solicitation/contract will result in purchase order(s) with the eVA transaction fee specified below assessed for each order.
 - 1. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - a) DSBSD-certified Small Businesses: 0.75%, Capped at \$500 per order.
 - b) Businesses that are not DSBSD-certified Small Businesses: 0.75%, Capped at \$1,500 per order.
 - 2. For orders issued July 1, 2013, and after, the Vendor Transaction Fee is:
 - a) DSBSD-certified Small Businesses: 1%, Capped at \$500 per order.
 - b) Businesses that are not DSBSD-certified Small Businesses: 1%, Capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

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

Vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution and agree to comply with the following: If this solicitation is for a term contract, may provide an electronic catalog (price list) or index page catalog for items awarded. The format of this electronic catalog shall conform to the eVA Catalog Interchange Format (CIF) Specification that can be accessed and downloaded

from www.eVA.virginia.gov. Contractors should email Catalog or Index Page information to eVA-catalog-manager@dgs.virginia.gov.

- S. **DETERMINATION OF RESPONSIBILITY:** The Contract will be awarded to the responsive and responsible Offerors with a Proposal, conforming to the RFP, will be most advantageous to VCU, technical and financial factors considered. A responsible Offeror is one who affirmatively demonstrates to VCU that it has adequate financial resources and the requisite capacity, capability, and facilities to perform the Contract, has a satisfactory record of performance on other comparable projects, has a satisfactory record of integrity and business ethics, and is otherwise qualified and eligible to receive award under the solicitation and laws and regulations applicable to the procurement. VCU reserves the right to investigate the capabilities of Offeror, confirm any part of the information furnished by an Offeror, and require other evidence to determine that the Offeror is responsible.
- T. **REJECTION OF PROPOSALS & WAIVER OF MINOR INFORMALITIES/IRREGULARITIES:** VCU reserves the right to reject any or all Proposals in part or in total for any reason, to accept any Proposal if considered best for its interest, and to waive informalities and minor irregularities in Proposals received, commensurate with best public procurement practices.
- U. **AS-BUILT DRAWINGS:** The Contractor shall provide the Commonwealth a clean set of reproducible "as built" drawings and wiring diagrams, marked to record all changes made during installation or construction. The Contractor shall also provide the Commonwealth with maintenance manuals, and parts lists and a copy of all warranties for all equipment. All "as built" drawings and wiring diagrams, maintenance manuals, parts lists and warranties shall be delivered to the Commonwealth upon completion of the work and prior to final payment.
- V. **CONTRACTOR REGISTRATION:** If a contract for construction, removal, repair or improvement of a building or other real property is for one hundred and twenty thousand dollars (\$120,000) or more, or if the total value of all such contracts undertaken by the offeror within any 12-month period is seven hundred and fifty thousand dollars (\$750,000) or more, the offeror is required under Title 54.1-1100, *Code of Virginia* (1950), as amended, to be licensed by the State Board of Contractors as a "CLASS A CONTRACTOR". If such a contract is for seventy-five hundred dollars (\$7,500) or more but less than one hundred and twenty thousand dollars (\$120,000), or if the total value of all such contracts undertaken by offeror within any 12-month period is between one hundred and fifty thousand dollars (\$150,000) and seven hundred and fifty thousand dollars (\$750,000), the offeror is required to be licensed as a "CLASS B CONTRACTOR". If such a contract is for one thousand dollars (\$1,000) or more but less than seventy-five hundred dollars (\$7,500), or if the contractor does less than \$150,000 in business in a 12-month period, the offeror is required to be licensed as a "CLASS C CONTRACTOR". The board shall require a master tradesmen license as a condition of licensure for electrical, plumbing and heating, ventilation and air conditioning contractors. The offeror shall place on the outside of the envelope containing the proposal and shall place in the proposal over his signature whichever of the following notations is appropriate, inserting his contractor license number:

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

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

If an offeror shall fail to obtain the required license prior to submission of his proposal, the proposal shall not be considered.

- W. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the work shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales or other agreement by which an interest is retained by the seller. The Contractor warrants that he has clear title to all materials and supplies for which he invoices for payment.
- X. DELIVERY AND STORAGE: It shall be the responsibility of the Contractor to make all arrangements for delivery, unloading, receiving and storing materials in the building during installation. The Owner will not assume any responsibility for receiving these shipments. Contractor shall check with the Owner and make necessary arrangements for security and storage space in the building during installation.
- Y. GRAMM-LEACH-BLILEY ACT:
The Contractor shall comply with the Act by implementing and maintaining appropriate safeguards to protect and prevent unauthorized release of student, faculty and staff nonpublic information. Nonpublic information is defined as social security numbers, or financial transactions, bank, credit and tax information.
- Z. PROTEST: Any Offeror who desires to protest the award or decision to award a Contract shall submit the protest in writing to:

Director of Procurement Services
Virginia Commonwealth University
912 West Grace, 5th Floor
Richmond, VA 23284

VCU will announce the award utilizing the Commonwealth of Virginia's e-Procurement system (eVA). The protest must be received no later than ten (10) days after the award or the announcement of the decision to award, whichever occurs first. However, if the protest of any actual or potential Offeror depends in whole or in part upon information contained in public records pertaining to the procurement transaction that are subject to inspection under the Rules Governing Procurement of Goods, Services, Insurance, and Construction by a Public Institution of Higher Education of the Commonwealth of Virginia Governed by Subchapter 3 of the Restricted Higher Education Financial and Administrative Operations Act, Chapter 4.10 (§23-38.88 et seq) of Title 23 of the Code of Virginia, §34, then the time within which the protest shall be submitted shall expire ten (10) days after those records are available for inspection by such Offeror under §34, or at such later time as provided in this section.

VCU Notices of Award(s) or Notices of Intent to Award may be accessed electronically at <http://www.eva.virginia.gov>.

No protest shall lie for a claim that the selected Offeror is not a responsible Offeror.

The written protest shall include the basis for the protest and relief sought.

The VCU Director of Procurement Services shall issue a decision in writing within ten (10) days of receipt stating the reasons for the action taken. This decision shall be final unless the Offeror appeals within ten (10) days of receipt of the written decision by instituting legal action as provided in Section 54 of the Governing Rules.

Nothing in this paragraph shall be construed to permit a proposer to challenge the validity of the terms or conditions of the RFP.

"Days" as used in this paragraph refer to calendar days. If a deadline falls on a Saturday or Sunday, the next business day shall be considered to be the deadline.

XII. NON-CAPITAL OUTLAY TERMS AND CONDITIONS: These terms and conditions will apply to any competitive bid process after award of contract.

A. DEFINITIONS: Whenever used in this solicitation or in the Contract Documents, the following terms have the meanings indicated, which are applicable to both the singular and plural and the male and female gender thereof:

1. Agency: The term, Agency, unless otherwise indicated, shall mean the Owner.
2. Commonwealth: The term "Commonwealth" shall mean the Owner which is the Commonwealth of Virginia through the governing Body, the Board, the Building Committee or other agent with authority to execute the contract for the institution or agency involved. The Commonwealth's Agent is the official with the authority to sign the contract on behalf of the Commonwealth.
3. Construction: As used in these documents shall include new construction, reconstruction, renovation, restoration, major repair, demolition and all similar work upon buildings and ancillary facilities owned or to be acquired by the Commonwealth and any draining, dredging, excavation, grading or similar work upon real property.
4. Contractor: The person, firm or corporation named as such in the contract and includes the plural number and the feminine gender when such are named in the contract as the Contractor.
5. Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspections, standard, test or approval referred to in the Contract Documents, or has been damaged prior to final payment.
6. Emergency: Any unforeseen combination or circumstances or a resulting state that poses imminent danger to health, life or property.
7. Final Acceptance: The Agency's acceptance of the Project from the Contractor upon confirmation from the Project Manager and Project Inspector and the Contractor that the project is totally complete in accordance with the contract requirements and that all defects have been eliminated. Final acceptance is confirmed by the making of final payment of the contract amount including any change order or adjustment thereto.
8. Notice: All written notices, demands, instructions, claims, approvals and disapprovals required to obtain compliance with the Contract requirements. Any written notice by either party to the Contract shall be sufficiently given if delivered to or at the last known business address of the perform, firm or corporation constituting the party to the Contract, or to his, their or its authorized agent, representative or officer, or when enclosed in a postage prepaid envelope addressed to such last known business address and deposited in a United States mailbox.
9. Notice to Proceed: A written notice given by the Owner to the Contractor fixing the date on which the Contract time will commence for the Contractor to begin the prosecution of the Work in accordance with the requirements of the Contract Documents.
10. Owner: The Commonwealth of Virginia, i.e., an agency, institution, or department, with whom the Contractor has entered into a contract and for whom the Work or services is to be provided.

11. Project Inspector: One or more individuals employed by the Owner to inspect the Work and/or to act as clerk of works to the extent required by the Owner. The Owner shall notify the Contractor of the appointment of such Project Inspector(s).
12. Provide: Shall mean furnish and install ready for its intended use.
13. Submittals: All drawings, diagrams, illustrations, schedules and other data required by the Contract Documents which are specifically prepared by or for the Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by the Contractor to illustrate material or equipment for some portion of the Work.
14. Subcontractor: An individual, partnership or corporation having a direct contract with the Contractor or with any other Subcontractor for the performance of the Work. It includes one who provides on-site labor but does not include one who only furnishes or supplies materials for the project.
15. Substantial Completion: The Work which is sufficiently complete, in accordance with the Contract Documents, so that the project can be utilized by the Owner for the purposes for which it is intended.
16. Supplier: A manufacturer, fabricator, distributor, material man or vendor who provides material for the project but does not provide on-site labor.
17. Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which are or have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.
18. Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

B. CONTRACT DOCUMENTS:

1. The Contract entered into by the parties shall consist of the Request for Proposals; the proposal submitted by the Contractor; General and Conditions, these Additional Terms and Conditions; the Special Terms and Conditions; the drawings, if any; the specifications; and all modifications and addenda to the foregoing documents; the request for quote or Invitation for Bids for individual projects; all of which shall be referred to collectively as the Contract Documents.
2. All time limits stated in the Contract Documents, including but not limited to the time for completion of the Work, are of the essence of the Contract.
3. Anything called for by one of the Contract Documents and not called for by the others shall be of like effect as if required or called for by all, except that a provision clearly designed to negate or alter a provision contained in one or more of the other Contract Documents shall have the intended effect.

C. LAWS AND REGULATIONS:

1. The Contractor complies with all laws, ordinances, regulations and lawful orders of any public authority bearing on the performance of the Work and shall give all notices required thereby.
2. The Contract and all other contracts and subcontracts are subject to the provisions of Articles 3 and 5, Chapter 4, Title 40.1, Code of Virginia, relating to labor unions and the "right to work". The Contractor and its Subcontractors, whether residents or nonresidents of the Commonwealth, who perform any work related to the project shall comply with all of the said provisions.
3. The provisions of all regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and as issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this Contract. Inspectors from the Department of Labor of Industry shall be granted access to the Work for inspection without first obtaining a search warrant from the court.
4. Building Permit: Because this is a project of the Commonwealth of Virginia, codes or zoning ordinances of local political subdivisions do not apply. Building permits where required will be obtained and paid for by the Owner. This does not include any local license fees, business fees or similar assessments which may be imposed by the appropriate political subdivision. Exceptions to Section XI, Item C.3 are specified in Section IV. Item J.
5. The Contractor, if not licensed as an asbestos, lead paint or mold abatement contractor or an RFS contractor in accordance with Section 54.1-514, Code of Virginia, shall have all asbestos lead paint or mold related Work performed by subcontractors who are duly licensed as asbestos contractors or RFS contractors as appropriate for the Work required.

D. PREPARATION AND SUBMISSION OF BIDS: Bids must give the full business address of the Bidder and be signed by him/her with his/her usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Bids by corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A proposal by a person who affixes to the signature the word "President", "Secretary", "Agent" or other designation without disclosing the principal, may be held to be the proposal of the individual signing. When requested by the Commonwealth, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

E. WITHDRAWAL OR MODIFICATION OF BIDS: Bids may be withdrawn or modified by written, telefaxed, or telegraphic notice received from Bidders prior to the time fixed for proposal receipt. The withdrawal or modification may be made by the person signing the proposal or by an individual(s) who is authorized by him on the face of the proposal. Written modifications may be made on the proposal form itself, on the envelope in which the proposal is enclosed, or on a separate document. Written modifications, whether the original is delivered or telefaxed, must be signed by the person making the modification or withdrawal, and telegraphic messages must be sent in the name of said person.

F. RECEIPT AND OPENING OF BIDS:

1. It is the responsibility of the Bidder to assure that the proposal is delivered to the place designated for receipt of bids and prior to the time set for receipt of bids. No bids received after the time designated for receipt of bids shall be considered.
2. Bids will be opened at the time and place stated in the advertisement, and their contents made public for the information of Bidders and others interested who may be present either in person or by representative. The officer or agent of the Owner, whose duty it is to open them, will decide when the specified time has arrived. No responsibility will be attached to any officer or agent for the premature opening of a proposal not properly addressed and identified.
3. The provisions of Section 34 of The Governing Rules, as amended, shall be applicable to the inspections of bids received.

G. ERRORS IN BIDS:

1. A Bidder may withdraw his proposal from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a proposal.
2. No proposal may be withdrawn under this section when the result would be the awarding of the contract on another proposal of the same Bidder.
3. No Bidder who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted, without the approval of the contracting authority. The person or firm to whom the contract was awarded and the withdrawing Bidder are jointly liable to the contracting authority in an amount equal to any compensation paid to or for the benefit of the withdrawing Bidder without such approval.
4. If a proposal is withdrawn under authority of this section, the next higher Bidder shall be deemed to be the low Bidder on the project.

H. SUBCONTRACTS:

1. The Contractor shall as soon as practicable after the signing of the Contract, notify the Owner in writing of the names of Subcontractors proposed for the principal parts of the Work. The Contractor shall not employ any Subcontractor that the Owner may, within a reasonable time, object to as unsuitable. The Owner will not direct the Contractor to contract with any particular Subcontractor unless provided in the specifications or Proposal form.
2. The Owner shall, on request, furnish to any Subcontractor, if practicable, the amounts of payments made to the Contractor, the Schedule of Values and Requests for Payment submitted by the Contractor and other documentation submitted by the Contractor which would tend to show what amounts are due and payable by the Contractor to the Subcontractor.
3. The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his Subcontractors, Suppliers and invitees upon the site of the project and of persons either directly or indirectly employed by them, as he is for acts and omissions of persons directly employed by him.

I. SEPARATE CONTRACTS:

1. The Owner reserves the right to let other contracts in connection with the project, the work under which may proceed simultaneously with the execution of this Contract. The Contractor shall afford other separate Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their Work. The Contractor shall cooperate with them and shall take all reasonable action to coordinate his Work with theirs. If the Owner has listed other separate contracts in the Request for Bids which it expects simultaneously with the Work of the Contractor, and has included the estimated timing of such other Contracts in the Request for Bids, the Contractor shall integrate the schedule of those separate contracts into his scheduling. The Contractor shall make every reasonable effort to assist the Owner in maintaining the schedule for all separate contracts. If the Work performed by the separate Contractor is defective or performed so as to prevent this Contractor from carrying out his Work according to the drawings and specifications of this contract, this Contractor shall immediately notify the Owner upon discovering such conditions.
2. If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required by Sections 18(c) and 18(d) of these Additional Terms and Conditions, the Owner may clean up and charge the cost thereof to the respective Contractors in proportion to their responsibility. If a Contractor disputes the Owner's apportionment of cleanup costs, it shall be that Contractor's burden to demonstrate and prove the correct apportionment.

J. TAXES: The Contractor shall, without additional expense to the Owner, pay all applicable federal, state, and local taxes, fees, and assessments except the taxes, fees, and assessments on the real property comprising the site of the project. If the State Building Official elects to have the local building official inspect the Work as provided by Section 36-98.1 of the Code of Virginia, the Owner will pay the resulting fees to the local building official.

K. PATENTS: The Contractor shall obtain all necessary licenses to use for any invention, article, appliance, process, or technique of whatever kind and shall pay all royalties and license fees. The Contractor shall hold and save the Owner, its officers, agents and employees, harmless from any loss or liability for or an account of the infringement of any patent rights in connection with any invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless such invention, process, article or appliance is specifically named in the specifications or drawings as acceptable for use in carrying out the Work. If before using any invention, process, article or appliance named in the specifications or drawings as acceptable for use in carrying out the Work, the Contractor has or acquires information that the same is covered by letters of patent making it necessary to secure the permission of the patentee, or other, for the use of the same, he shall promptly advise the Owner. The Owner may direct that some other invention, process, article or appliance be used. Should the Contractor have reason to believe that the invention, process, article or appliance so specified is an infringement of a patent, and fail to inform the Owner, he shall be responsible for any loss due to the infringement.

L. INSPECTION:

1. All material and workmanship shall be subject to inspection, examination and test by the Owner and its Project Inspector at any and all times during construction. The Project Inspector shall have authority to reject defective material and workmanship and require its correction. Rejected workmanship shall be satisfactorily corrected and rejected material shall be satisfactorily replaced with proper material without charge therefore, and the Contractor shall promptly segregate and remove the rejected material from the premises. If the Contractor fails to proceed at once with replacement of rejected material and/or the correction of defective workmanship, the Owner may, by contract or otherwise, replace such material

and/or correct such workmanship and charge the cost to the Contractor, or may terminate the right of the Contractor to proceed, the Contractor and surety being liable for any damages.

2. Jobsite inspections, tests conducted on site or tests of materials gathered on site, which the Contract requires to be performed by independent testing entities, shall be contracted and paid for by the Owner. Examples of such tests are the testing of cast in-place concrete, foundation materials, soil compaction, pile installations, caisson bearings and steel framing connections. Although conducted by independent entities, the Owner will not contract and pay for tests or certifications of materials, manufactured products or assemblies which the Contract, codes, standards, etc., require to be tested and/or certified for compliance with industry standards such as Underwriters Laboratories, Factory Mutual or ASTM. If there are any fees to be paid for such tests and certifications, they will be paid by the Contractor. The Contractor shall also pay for all inspections, tests, and certifications which the Contract specifically requires him to perform or pay together with any inspections and tests which he chooses to perform for his own quality control purposes. The Contractor shall promptly furnish, without additional charge, all reasonable facilities, labor and materials, necessary and convenient for making such tests. Except as provided in (c) below, whenever such examination and testing finds defective materials, equipment or workmanship, the Contractor shall reimburse the Owner for the cost of reexamination and retesting.
3. Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire Work to make an examination of Work already completed, by removing or tearing out portions of the Work, the Contractor shall on request promptly furnish all necessary facilities, labor and material to expose the Work to be tested to the extent required. If such Work is found to be defective in any respect, due to the fault of the Contractor or his Subcontractors, he shall defray all the expenses of uncovering the Work, of examination and testing, and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, the actual cost of the Contractor's labor and material necessarily involved in uncovering the Work, the cost of examination and testing and Contractor's cost of material and labor necessary for replacement shall be paid to the Contractor and he shall, in addition, if completion of the Work has been delayed thereby, be granted a suitable extension of time.
4. The Project Inspector may recommend to the Owner that the Work be suspended when in his judgment the drawings and specifications are not being followed. Any such suspension shall be continued only until the matter in question is resolved to the satisfaction of the Owner. The cost of any such Work stoppage shall be borne by the Contractor unless it is later determined by the Project Inspector that no fault existed in the Contractor's Work.
5. The Project Inspector has no authority to and shall not:
 - a. Authorize deviations from the Contract Documents;
 - b. Enter into the area of responsibility of the Contractor's superintendent
 - c. Issue directions relative to any aspect of construction means, methods, techniques, sequences or procedures, or in regard to safety precautions and programs in connections with the Work;
 - d. Authorize or suggest that the Owner occupy the project, in whole or in part;
 - e. Issue a certificate for payment.

M. SUPERINTENDENCE BY CONTRACTOR:

1. The Contractor shall have a competent foreman or superintendent, satisfactory to the Owner, on the job site at all times during the progress of the Work. The Contractor shall be responsible for all construction means, methods, techniques, sequences and procedures for

coordinating all portions of the Work under the Contract except where otherwise specified in the Contract Documents, and for all safety and worker health programs and practices. The Contractor shall notify the Owner, in writing, of any proposed change in superintendent including the reason therefore prior to making such change.

2. The Contractor shall, at all times, enforce strict discipline and good order among the workers on the project, and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him/her, or anyone who will not work in harmony with those employed by the Contractor, the Subcontractors, the Owner or the Owner's separate contractors and their subcontractors.
 3. The Owner may, in writing, require the Contractor to remove from the Work any employee the Owner deems to be incompetent, careless, not working in harmony with others on the site, or otherwise objectionable.
- N. ACCESS TO WORK: The Owner, the Owner's inspectors and other testing personnel, and inspectors from the Department of Labor and Industry shall have access at all times to the Work at all times. The Contractor shall provide proper facilities for access and inspection.
- O. AVAILABILITY OF MATERIALS: If material specified in the Contact Documents is not available on the present market, alternate materials may be proposed by the Contractor for approval of the Owner.
- P. CONTRACTOR'S TITLE TO MATERIALS: No materials or supplies for the Work shall be purchased by the Contractor or by any Subcontractor subject to any security interest, installment or sales contract or any other agreement or lien by which interest is retained by the seller or given to a secured party. The Contractor warrants that he has good clear title to all materials and supplies for which he uses in the Work or for which he accepts payment in whole or in part.
- Q. WARRANTY OF MATERIALS AND WORKMANSHIP:
1. The Contractor warrants that, unless otherwise specified, all materials and equipment incorporated in the work under the Contract shall be new, first class, and in accordance with the Contract Documents. The Contractor further warrants all workmanship shall be first class and in accordance with Contract Documents and shall be performed by persons qualified in their respective trades.
 2. Work not conforming to these warranties shall be considered defective.
 3. This warranty of materials and workmanship is separate and independent from and in addition to any other guarantees in this Contract.
- R. USES OF PREMISES AND REMOVAL OF DEBRIS:
1. The Contractor shall:
 - a. Perform his Contract in such a manner as not to interrupt or interfere with the operation of any existing activity on the premises or with the Work of any other Contractor;
 - b. Store his apparatus, materials, supplies, and equipment in such orderly fashion at the site of the Work as will not unduly interfere with the progress of his Work or the Work of any other Contractor; and
 - c. Place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work.

2. The Contractor expressly undertakes, either directly or through his Subcontractor(s), to effect all cutting, filling or patching of his Work required to make the same conform to the drawings and specifications, and, except with the consent of the Owner, not to cut or otherwise alter the work of any other Contractor. The Contractor shall not damage or endanger any portion of the Work or premises, including existing improvements, unless called for by the Contractor.
3. The Contractor expressly undertakes, either directly or through his Subcontractor(s), to clean up daily all refuse, rubbish, scrap materials and debris caused by his operation, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance. No such refuse, rubbish, scrap material and debris shall be left within the completed Work nor buried on the building site, but shall be removed from the site and properly disposed of in a licensed landfill or otherwise as required by law.
4. The Contractor expressly undertakes, either directly or through his Subcontractor(s), before final payment, to remove all surplus material, false work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from this operations and to put the site in a neat, orderly condition; to thoroughly clean and leave reasonably dust free all finished surfaces including all equipment, piping, etc., on the interior of all building included in the Contract; and to thoroughly clean all glass installed under the Contractor the removal of all paint and mortar splatters and other defacements. If a Contractor fails to clean up at the completion of the Work, the Owner may do so and charge for costs thereof to the Contractor.
5. During and at completion of the Work, the Contractor shall prevent site soil erosion, the runoff of silt and/or debris carrying water from the site, and the blowing of debris off the site in accordance with the applicable requirements and standards of the Virginia Erosion and Sediment Control Handbook, latest edition, and of the Contract Documents.
6. The Contractor shall not operate or disturb the setting of any valves, switches or electrical equipment on the service lines to the building except by proper previous arrangement with the Owner. The Contractor shall give ample advance notice of the need for cut-offs which will be scheduled at the convenience of the Owner.

S. PROTECTION OF PERSONS AND PROPERTY:

1. The Contractor expressly undertakes, both directly and through its Subcontractor(s), to take every reasonable precaution at all times for the protection of persons and property which may come on the building site or be affected by the Contractor's operation in connection with the Work.
2. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.
3. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia, issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia shall apply to all work under this Contract.
4. The Contractor shall continuously maintain adequate protection of all of his work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property to prevent any damage to it or loss of use and enjoyment by its owners. He shall provide and maintain all passageways, guard fences, lights and other facilities for protection required by public authority, local conditions,

any of the Contract Documents or erected for the fulfillment of his obligations for the protection of persons and property.

5. In an emergency affecting the safety or life of person or of the Work, or of adjoining property, the Contractor, without special instruction or authorization from the Owner, shall act, at his discretion, to prevent such threatened loss or injury. Also, should he, to prevent threatened loss or injury, be instructed or authorized to act by the Owner, he shall so act immediately, without appeal. Any additional compensation or extension of time claimed by the Contractor on account of any emergency work shall be determined as provided in paragraph O. of the General Terms and Conditions.

T. CONTRACTOR'S RIGHT TO STOP WORK OR TERMINATE THE CONTRACT:

If the Work should be stopped under an order of any court or other public authority for a period of ninety (90) days through no fault of the Contractor or of anyone employed by him, or if the Owner should fail to pay to the Contractor within thirty (30) days when no dispute exists as to the sum, then the Contractor may, upon ten (10) calendar days written notice to the Owner, stop work or terminate the Contract and recover from the Owner payment for the cost of the Work actually performed, together with overhead and profit thereon, but profit shall be recovered only to the extent that the Contractor can demonstrate that he would have had profit on the entire contract if he had completed the Work. The Contractor may not receive profit or any other type of compensation for parts of the Work not performed. The Contractor may recover the cost of physically closing down the job site, but no other costs of termination. The Owner may offset any claims it may have against the Contractor against the amounts due to the Contractor. In no event shall termination of the Contract by the Contractor terminate the obligations of the Contractor's surety on its payment and performance bonds.

U. OWNER'S RIGHT TO TERMINATE THE CONTRACT FOR CAUSE:

1. If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, the Owner may terminate the Contract. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to Subcontractors or Suppliers of materials or labor, or persistently disregards laws, ordinances or written instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner may terminate the Contract.
2. Prior to termination of the Contract, the Owner shall give the Contractor his surety ten (10) calendar days written notice, during which the Contractor and/or his surety may rectify the cause of the termination. If rectified to the satisfaction of the owner within said ten (10) days, the owner may rescind his notice of termination. If it does not, the termination for cause shall become effective at the end of the ten-day (10) notice period. In the alternative, the Owner may postpone the effective date of the termination notice, at its sole discretion, if it should receive reassurances from the Contractor and/or its surety that the causes of termination will be remedied in a time and manner which the Owner finds acceptable. If at any time more than ten (10) days after the notice of termination, the Owner determines that the Contractor and/or its surety has not or is not likely to rectify the causes of termination in an acceptable manner or within the time allowed, then the Owner may immediately terminate the Contract for cause giving written notice to the Contractor and its surety. In no event shall termination for cause terminate the obligations of the Contractor's surety on its payment and performance bonds.
3. Notices of terminations, whether initial or given after a period of postponement, may be served upon the Contractor and the surety by mail or any other means at their last known

places of business in Virginia or elsewhere, by delivery to any officer or management/supervisory employee of either wherever they may be found, or, if so such officer, employee or place of business is known or can be found by reasonable inquiry within three (3) days, by posting the notice at the job site. Failure to accept or pick up registered or certified mail addressed to the last known address shall be deemed to be delivery.

4. Upon termination of the Contractor, the Owner shall take possession of the premises, and of all materials, tools and appliances thereon and finish the Work by whatever method he may expedient. In such case the Contractor shall not be entitled to receive any further payment. If the expense of finishing the Work, including compensation for additional managerial and administrative services, shall exceed the unpaid balance of the Contract price, the Contractor shall pay the difference to the Owner, together with any other expenses of terminating the Contract and having it completed by others.
5. If it should be judicially determined that the Owner improperly terminated this Contract for cause, then the termination shall be deemed to be a termination for the convenience of the Owner.
6. Termination of the Contract under this section is without prejudice to any other right or remedy of the Owner.

V. TERMINATION BY OWNER FOR CONVENIENCE:

1. Owner may terminate this Contract at any time without cause, in whole or in part, upon giving the Contractor notice of such termination. Upon such termination, the Contractor shall immediately cease Work and remove from the project site all of its labor forces and such of its materials as Owner elects not to purchase or to assume in the manner hereinafter provided. Upon such termination, the Contractor shall take such steps as Owner may require to assign to the Owner the Contractor's interest in all Subcontracts and purchase orders designated by Owner. After all such steps have been taken to Owner's satisfaction, the Contractor shall receive as full compensation for termination and assignment the following:
 - a. All amounts then otherwise due under the terms of this Contract.
 - b. Amounts due for work performed subsequent to the latest Request for Payment through the date of termination.
 - c. Reasonable compensation for the actual cost of demobilization incurred by the Contractor as a direct result of such termination. The Contractor shall not be entitled to any compensation for lost profits or for any other type of contractual compensation or damage other than those provided by the preceding sentence. Upon payment of the foregoing, Owner shall have no further obligations to Contractor of any nature.
2. In no event shall termination for the convenience of the Owner terminate the obligations of the Contractor's surety on its payment and performance bonds.

W. GUARANTEE OF WORK:

1. Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for one (1) year from the date of final acceptance of the entire project by the Owner in writing. Equipment and facilities, which have seasonal limitations on their operation, shall be guaranteed for one (1) full year from the date of seasonally appropriate tests and acceptance, in writing, by the Owner.
2. If, within any guarantee period, defects are noticed by the Owner which require repairs or changes in connection with the guaranteed work, those repairs or changes being in the opinion

of the Owner rendered necessary as the result of the use of materials, equipment or workmanship, which are defective, or inferior, or not in accordance with the terms of the Contract, then the Contractor shall, promptly upon receipt of notice from the Owner, such notice being given not more than two weeks after the guarantee period expires, and without expense to the Owner.

- a. Place in satisfactory condition in every particular all of such work and correct all defects therein;
 - b. Make good all damage to the structure or site or equipment or contents thereof, which is the result of the use of materials, equipment or workmanship which are inferior, defective or not in accordance with the terms of the Contracts; and
 - c. Make good any work or materials or the equipment and contents of structures or the site disturbed in fulfilling any such guarantee.
3. In any case, where in fulfilling the requirements of the Contract or any guarantee embraced in or required thereby, the Contractor disturbs any work guaranteed under contract, he shall restore such work to a condition satisfactory to the Owner and guarantee such restored work to the same extent as it was guaranteed under such other Contract.
4. If the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expense incurred.
5. All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the Contract shall be subject to the term of this section during the first year of the life of such special guarantee.
6. Nothing contained in this section shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including liability for defective work under Section 17 of these additional terms and conditions. This paragraph relates only to the specific obligation of the Contractor contained in this section to correct the work and does not limit the time within which his obligation to comply with the Contract Documents may be sought to be enforced, nor of the time within which proceedings may be commenced to establish the Contractor's liability with respect to his other obligations under this Contract.
7. In the event the work of the Contract is to be modified by another Contractor, either before or after the Final Inspection, the first Contractor shall remain in all respect under the Guarantee of Work and under any other warranties provided in the contract or by law. However, the Contractor shall not be responsible for any defects in material or workmanship introduced by the Contractor modifying its work. Both the first Contractor and the Contractor making the modifications shall each be responsible solely for the work done by each. The Contractor modifying the earlier work shall be responsible for any damage to or defect introduced into the work which it is modifying. If any Contractor shall claim that another Contractor has introduced defects of materials and/or workmanship into the work of the first, it shall be the burden of the Contractor making the claim to clearly demonstrate the nature and extent of such introduced defects and the responsibility of the other Contractor. Any Contractor modifying the work of another shall have the same burden if he asserts defects to have been caused by the Contractor whose work he is modifying.

X. ASBESTOS, LEAD PAINT OR MOLD:

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

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

If the material is disturbed is not with the Contractor's authorized Work and/or Work area or under this Contract, the Contractor will pay for all associated sampling and abatement costs.

2. If asbestos abatement is included as a part of the Work, the Contractor shall assure that the asbestos abatement work is accomplished by those duly licensed in accordance with the specific requirements of the Contract Documents.
3. If asbestos abatement is included as part of the Work, the licensed asbestos Subcontractor shall, in the insurance required, name the Commonwealth of Virginia and the Contractor as additional insureds.

Y. TRAINING, OPERATION AND MAINTENANCE OF EQUIPMENT:

1. The Contractor, in conjunction with his Subcontractors and Suppliers, shall provide the Owner's operations and maintenance personnel with instruction and training in the proper operation and maintenance of the equipment and related controls provided or altered in the Work.
2. The Contractor shall provide the Owner with a minimum of two (2) copies of operating, maintenance and parts manuals for all equipment provided in the project. Further specific requirements may be indicated in the specifications.

Z. DRUG FREE WORKPLACE: The Contractor acknowledges and certifies that it understands that the following acts by the Contractor, its employees and/or agents performing services on state property are prohibited:

1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
2. Any impairment or incapacitation from the use of alcohol or other drugs (except the use of drugs for legitimate medical purposes).

The Contractor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the Commonwealth in addition to any criminal penalties that may result from such conduct.

XIII. CONTRACT ADMINISTRATION:

Upon award of the contract VCU shall designate, in writing, the name(s) of the Contract Administrator(s) who shall work with the contractor in formulating mutually acceptable plans and

standards for the delivery, installation and on-going service and/or maintenance that may be required.

- A. The Contract Administrator shall use all powers under the contract to enforce its faithful performance. The Contract Administrator shall determine the amount, quality and acceptability of work and shall decide all other questions in connection with the work.
- B. All direction and orders from VCU shall be transmitted through the Contract Administrator, or his designee. However the Contract Administrator shall have no authority to order changes in the work which alter the concept or scope of the work or change the basis for compensation to the contractor.

XIV. **ATTACHMENTS:** Offeror shall complete and submit Appendix I and Appendix II.

- A: Appendix I – Participation In State Procurement Transactions Small Businesses and Businesses Owned By Women and Minorities:

http://procurement.vcu.edu/media/procurement/pdf/document-library/RFP_Website_Link_Appendix_1.pdf

- B: Appendix II – Invoicing and Payment

http://procurement.vcu.edu/media/procurement/pdf/document-library/RFP_Website_Link_Appendix_2.pdf

APPENDIX I

PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information contained in this Appendix.

Definitions

- **Small business** is an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is a business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority-owned business** is a business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority Individual:** "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
 - "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marianas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.
 - "African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.
 - "Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.
 - "Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.
 - "Eskimos and Aleuts" means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN
BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not Virginia Department of Small Business and Supplier Diversity (DSBSD) certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWaM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers.

VCU has an overall goal of 42% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

List the names of the SWaM Businesses your firm intends to use and identify the direct role of these firms in the performance of the contract. State whether the firm is a Small Business (SB), Women-Owned (WO), or Minority-Owned (MO).

Name of Businesses:

SB, WO, MO:

Role in contract:

Commitment for utilization of DSBSD SWaM Businesses:

_____ % of total contract amount that will be performed by DSBSD certified SWaM businesses.

Identify the individual responsible for submitting SWaM reporting information to VCU:

Name Printed: _____

Email: _____

Phone: _____

Firm: _____

Offeror understands and acknowledge that the percentages stated above represent a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged:

By (*Signature*): _____

Name Printed: _____

Title: _____

Email: _____

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD; <http://www.sbsd.virginia.gov/swamcert.html>) to fulfill the Offeror's commitment for utilization.

APPENDIX II INVOICING AND PAYMENT

Invoicing:

The Contractor shall submit a fully itemized invoice to Virginia Commonwealth University, Accounts Payable and Support Services, P. O. Box 980327, Richmond, VA 23298-0327, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, the Contractor shall submit invoices electronically using the Ariba Network or other e-commerce channel utilized by VCU; and agrees to comply, within reason, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

Questions regarding this method of invoicing should be sent to: ecommerce@vcu.edu.

Payment:

VCU Procurement Services is automating the payment process to the greatest extent possible. Contractors are encouraged to accept payment electronically through the commercial card program. Please review the payment methods described below and select one for your firm. By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, and the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the commercial card once the commercial card payment process is implemented for the firm.

Payment Methods

1. Electronically through a Wells Fargo Visa commercial card: Payment will be made ten days (10) after receipt of a proper invoice for the amount of payment due, or ten (10) days after receipt of the goods or services, whichever is later.

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

Failure to accept the commercial card after award of contract will be considered a contract compliance issue and will be addressed accordingly. In addition, invoices will be returned without payment until the Contractor can accept the payment through the commercial card.

Questions regarding this method of payment should be sent to commcard@vcu.edu.

2. **ACH:** Electronic payment via automated clearing house (ACH) to the vendor provided bank account of record. Payment is processed thirty (30) days after receipt of a proper invoice for the amount of payment due, or thirty (30) days after receipt of the goods or services, whichever is later. Additional information about ACH payments is available at: <http://www.vcu.edu/treasury/VendorACH.htm>.

Contractor must indicate the method of payment selected:

_____ Commercial Card Payment (Wells Fargo VISA)

_____ Automated Clearing House (ACH)

Invoicing and Payment Method Acknowledgement:

Signature: _____
Name Printed: _____
Title: _____
Name of Firm: _____
Date: _____

Please identify the following contact information for the individual who will serve as the appropriate point of contact within your company to be contacted by VCU Accounts Payable to implement the electronic invoicing and payment processes:

Name of the individual: _____
Title: _____
Mailing address: _____

Email address: _____
Phone number: _____
Fax number: _____



RFP - Addendum

DATE: April 18, 2017

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 7406884AA

Commodity/Title: Term Agreements for Network Cabling Services

Issue Date: April 3, 2017

Proposal Due: April 28, 2017, 11:00a.m.

Pre-Proposal Conference: Held April 12, 2017 at 2:00p.m.

Clarification items from the Pre-Proposal Conference are as follows:

Page 15, Section VII, B.2- Delete in its entirety.

Page 17, Section VII, B.3.c.iii- Current Siemon certification or documentation from Siemon that the Offeror is in the process of certification or is scheduled to be certified shall be submitted with the Offeror's proposal.

Page 18, Section VIII Evaluation and Award Criteria- The number of contractors selected for negotiations may be more than two as solely determined by VCU.

Awarded contracts will be posted on <http://eva.virginia.gov> and on <https://vascupp.org>

NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date and hour or attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Very truly yours,

Amy Anthes

Phone: (804) 828-1070

Name of Firm

Signature/Title

Date



VCU

Procurement Services

COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

Contract Number: 7406884AA

This contract entered into by Express Technologies, Inc., hereinafter called the "Contractor" and Commonwealth of Virginia, Virginia Commonwealth University, called the "Purchasing Agency".

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

PERIOD OF THE PERFORMANCE: From August 1, 2017 through July 31, 2018 with Four (4) successive One (1) year renewal options.

SCOPE OF CONTRACT: The Contractor shall provide the goods/services to the Purchasing Agency as set forth in the Contract Documents.

The contract documents shall consist of:

- (1) This signed form;
- (2) The Request for Proposals # 7406884AA dated April 3, 2017 including Addendum 1 dated April 18, 2017;
- (3) The Contractor's Proposal dated April 26, 2017; and
- (4) The Negotiated Modifications dated July 3, 2017.

All of which documents are incorporated herein by reference.

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

CONTRACTOR:

Express Technologies, Inc.

By: Ross Ritenour

Name Printed: Ross Ritenour

Title: VP of Sales

Date: 7/19/17

PURCHASING AGENCY:

Virginia Commonwealth University

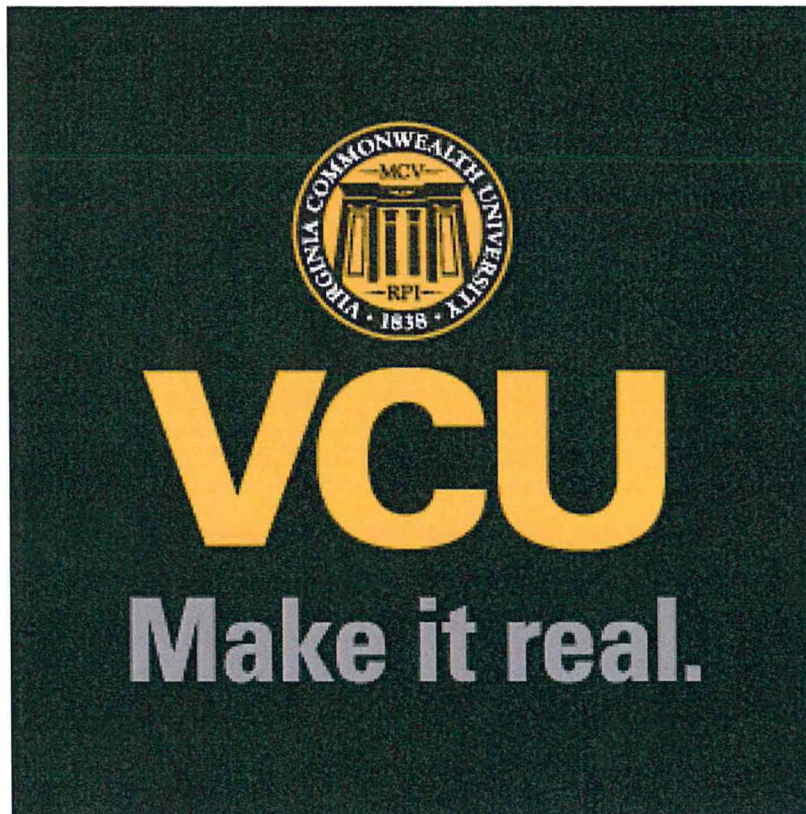
By: Brenda Mowen

Name Printed: Brenda Mowen

Title: Director of Procurement

Date: 7/26/17

express-tek
EXPRESS TECHNOLOGIES, INC.
1127 INTERNATIONAL PARKWAY SUITE 293
FREDERICKSBURG, VA 22406
540.752.6691 (O) 540.752.6694 (F)



RFP# 7406884AA

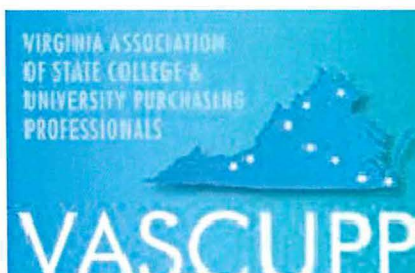
RFP Title #

Terms Agreements for Network Cabling Services

Issuing Agency:

Virginia Commonwealth University

Using Dept.: Technology Services



Request for Proposals RFP #7406884AA

Issue Date: April 3, 2017

Title: Term Agreements for Network Cabling Services

Send all Proposals To: Virginia Commonwealth University
RFP #7406884AA
Attention: Amy Anthes
912 W Grace St, 5th floor
Richmond, Virginia 23284

Sealed Proposals Shall Be Received Until: 11:00 a.m. local time on April 28, 2017

Direct ALL inquiries concerning this RFP to: Amy Anthes, Senior Buyer, at aranthes@vcu.edu

Contract Term will be for one (1) year with four (4) optional one (1) year renewals

Questions concerning this RFP must be received via email no later than: April 14, 2017 at 2:00PM EST

This Request for Proposals & any Addenda are posted on the eVA website at: <http://www.eva.virginia.gov>

HARD-COPY, ORIGINAL PROPOSALS MUST BE RECEIVED IN VIRGINIA COMMONWEALTH UNIVERSITY'S DEPARTMENT OF PROCUREMENT SERVICES ON OR BEFORE THE DATE AND TIME DESIGNATED ON THIS SOLICITATION. ELECTRONIC SUBMISSIONS AND FACSIMILE SUBMISSIONS WILL NOT BE ACCEPTED IN LIEU OF THE HARD-COPY, ORIGINAL PROPOSAL. VENDORS ARE RESPONSIBLE FOR THE DELIVERY OF THEIR PROPOSAL. PROPOSALS RECEIVED AFTER THE OFFICIAL DATE AND TIME WILL BE REJECTED. THE OFFICIAL DATE AND TIME USED IN RECEIPT OF RESPONSES IS THAT TIME ON THE CLOCK OR AUTOMATIC TIME STAMP IN THE DEPARTMENT OF PROCUREMENT SERVICES.

IF PROPOSALS ARE HAND DELIVERED OR SENT BY FEDEX, UPS, OR ANY OTHER PRIVATE COURIER, DELIVER TO THE ADDRESS NOTED ABOVE: VIRGINIA COMMONWEALTH UNIVERSITY, RFP #7406884AA, ATTENTION: Amy Anthes, 912 W. GRACE ST., 5TH FLOOR, RICHMOND, VA 23298-0327. IF USING US MAIL (NOT RECOMMENDED): IF PROPOSALS ARE MAILED VIA US MAIL ONLY, MAIL TO VIRGINIA COMMONWEALTH UNIVERSITY, RFP#7406884AA Attn: Amy Anthes, PO BOX 980327, RICHMOND, VA 23298-0327. THE RFP NUMBER, DATE AND TIME OF PROPOSAL SUBMISSION DEADLINE, AS REFLECTED ABOVE, MUST CLEARLY APPEAR ON THE FACE OF THE RETURNED PROPOSAL PACKAGE.

In Compliance With This Request for Proposals And To All Conditions Imposed Therein and Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Goods/Services Described Herein In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation. Furthermore, The Undersigned Agrees Not To Start Any Work Relative To This Particular Solicitation Until A Resulting Formal Signed Purchase Order Is Received By The Contractor From University's Department of Procurement Services. Any Work Relative To This Request for Proposals Performed By The Contractor Prior To Receiving A Formal Signed Purchase Order Shall Be At The Contractor's Own Risk And Shall Not Be Subject To Reimbursement By The University.

Signature below constitutes acknowledgement of all information contained through links referenced herein.

NAME AND ADDRESS OF COMPANY:

Express Technologies, Inc.
PO Box 5506 Fredericksburg, VA.
Zip Code 22403
E-Mail Address: rritenour@express-tek.com
Telephone: (540)752-6691
Toll free, if available
DUNS NO.: 118304596

Date: 4/26/17
By (Signature In Ink): 
Name Typed: Ross Ritenour
Title: VP of Sales
Fax Number: (540) 752-6694
Toll free, if available
FEI/FIN NO.: 45-0471633

REGISTERED WITH eVA:	☒ YES () NO	SMALL BUSINESS:	☒ YES () NO
VIRGINIA DSBSD CERTIFIED:	☒ YES () NO	MINORITY-OWNED:	() YES () NO
DSBSD CERTIFICATION #:	649823	WOMEN-OWNED:	() YES () NO

A Pre-Proposal conference will be held. See Section V herein.

THIS SOLICITATION CONTAINS 43 PAGES.



RFP - Addendum

DATE: April 18, 2017

ADDENDUM NO. 1 TO ALL OFFERORS:

Reference - Request for Proposals: RFP# 7406884AA

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Page 18, Section VIII Evaluation and Award Criteria- The number of contractors selected for negotiations may be more than two as solely determined by VCU.

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NOTE: A signed acknowledgment of this addendum must be received by this office either prior to the proposal due date and hour or attached to your proposal. Signature of this addendum does not constitute your signature on the original proposal document. The original proposal document must also be signed.

Very truly yours,

Amy Anthes

Phone: (804) 828-1070

Express Technologies, Inc.
Name of Firm

Ross Ritenour Vice President of Sales
Signature/Title

4/26/17
Date

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Introduction

Express Technologies, Inc. (Express-Tek) will leverage our years of experience in network design and construction to furnish, install and test a structured cabling system to include Category 5e/6e+ (Cat-5e/6e+) unshielded twisted pair (UTP), and Fiber-optic cabling system to support the local area network (Data), (Voice), and (Video) for the campus of Virginia Commonwealth University (VCU). Express-Tek specializes in structured cabling systems, fiber network installation, audio visual installations, electrical construction and distributed antenna systems (DAS). Express-Tek is committed and prepared to provide all management, administration, personnel, tools, equipment, and services to meet or exceed the specifications of this solicitation. Our team will apply our methodologies, capabilities, knowledge, and experience to successfully deliver the VCU goal to install voice/data/video infrastructure, Cat-5e/6e+ and fiber optic cabling to support the VCU campus in Richmond, VA.

Since 2002, Express-Tek has delivered network solutions to a wide variety of market sectors including education, healthcare, datacenters, and commercial in the State of Virginia and the surrounding States. Headquartered in Fredericksburg, VA allows Express-Tek to provide highly skilled, timely service to all clients in both the Richmond and Northern Virginia/DC/Maryland markets. Express-Tek is a Virginia certified small business noted for exceptional delivery of telecommunications systems design, telecommunications voice/data/video systems, structured cabling systems, wireless and DAS systems, outside plant telecommunications construction, electrical design, and state of the art smart-building systems. Express-Tek also is a certified State of Virginia DCJS Electronic Security Services installation company. This allows Express-Tek to install security monitoring systems, including cameras, intrusions detection, etc... Express-Tek employs highly trained BICSI-certified Installers, and will deploy a project team that includes a BICSI-certified Telecommunications Project Manager (TPM), BICSI-certified Registered Communications Distribution Designer (RCDD), and a registered Master Electrician for the State of Virginia. Express-Tek has a client base that includes State of Virginia Educational System, Federal Government, and the telecommunications industry's top companies. Express-Tek has performed structured cabling as either the prime contractor or a subcontractor for several schools in the State of Virginia Educational System including Virginia Commonwealth University, James Madison University, Germanna Community College, City of Fredericksburg Public Schools, Stafford County Public Schools and area private schools.

In addition to our construction division, Express-Tek employs an engineering group along with CAD design for inside and outside plant telecommunications using today's technology to deliver efficient and thorough engineered drawings.

1 Statement of Needs (RFP - VI)

1.1 Scope and Introduction (RFP-VI-A)

Express-Tek agrees to all statement of needs as specified by VCU Network Cabling Services.

Express-Tek will support the Network Services Department at VCU on installation of data, voice, and video distribution cabling throughout the VCU Campus in Richmond, VA. Express Technologies will coordinate with the Network Services Department staff to ensure all Express-Tek structured cabling projects for Cat-5e/6e+ meet or exceed VCU's standards and are performed within the given timeframe and budget.

Express-Tek has the staff to support both small and large cabling projects at VCU. All cabling projects, small and large, assigned to Express-Tek will be managed and installed by highly skilled Express-Tek employees. Express-Tek will be able to support VCU a variety of cabling and related projects, including Cat-5e/6e+, fiber optic, wireless, pathway installation, and outside plant. If a competitive quote process is required, Express-Tek will provide a quote to ensure VCU receives high quality work at a competitive price.

Express-Tek will prove to be a solid cabling partner for VCU during the initial one year term agreement. Our work will demonstrate why we will be worthy of receiving additional one-year renewals at the end of each period.

1.2 Required Technical Specifications (RFP-VI-B)

1. Express-Tek shall furnish all materials, labor, supervision, tools, test equipment and conduct appropriate tests to provide installation service to VCU. All installations shall conform to appropriate installation standards and guidelines including State and University rules. Express-Tek shall comply with all aspects of the following:

- a. EIA/TIA-568-C and addenda, Commercial Building Telecommunications Wiring Standards.
- b. EIA/TIA-569-B and addenda, Commercial Building Standard for Telecommunications Pathways and Spaces.
- c. In order to ensure compliance with the above standards, Express-Tek shall perform installations utilizing the methods and recommendations detailed in the building Industry Consulting Services International Telecommunications Distribution Methods Manual.

Required Technical Specifications (cont.)

2. Express-Tek shall fire stop all cable runs to meet national and local fire codes. All walls must maintain their fire rating. Specifications on fire stop to be used (i.e. manufacturer name and part number) shall be adhered to.
3. Express-Tek shall provide as-built drawings in hard copy format.
4. Express-Tek shall submit a detailed list of materials to include part numbers and quantities to be used for all VCU Network Services' projects with response to individual project assignments. A detailed list of materials is to be submitted with bids in order to be considered for award.
5. Prior to starting work, Express-Tek must provide a detailed work schedule to VCU Network Services, to include:
 - a. The on-site Supervisor shall be on-site at all times.
 - b. The on-site Supervisor's name and phone number shall be provided on the schedule.
 - c. The name of all wiring technicians, for each project, shall be provided on the schedule. The names will be cross-referenced with the certifications that were submitted during the RFP process.
6. All Express-Tek personnel working on VCU Network Services' projects shall be responsible for obtaining a VCU Contractors and affiliates ID card. This ID card shall be worn at all times. The VCUCard office will issue the ID badge at a cost, to Express-Tek, of \$20 each. All rules and regulations regarding the VCUCard will be follow by Express-Tek.
7. Express-Tek will abide by all warranty information required for this contract for any and all Siemon Structured Cabling Warranty submissions.
8. Express-Tek shall correct any damage to existing systems which occurs during an installation at no cost to the University.
9. All installations require proper grounding as required by ANSI-J-STD-607-A and addenda and consideration of NEC Article 250 and Article 800 is recommended for communication circuits.
10. Express-Tek shall use an Underwriter Laboratories (UL) listed polymer based formula cable pulling lubricant when pulling communication cables through existing conduits. The lubricant shall be applied immediately before or during the pull.
11. Express-Tek shall submit a detailed list of materials to include part numbers and quantities to be used for all VCU Network Services projects that are competitively solicited under the resulting agreement. It is the responsibility of Express-Tek to notify VCU Network Services of any part number and or item description discrepancies, prior to ordering materials.

Required Technical Specifications (cont.)

12. Express-Tek will furnish and install fiber optic cable installation requirements that will meet or exceed specifications as detailed within the RFP Section VII-B-12 and Section VII-B-13.
13. Express-Tek will furnish and install conduit installation requirements that will meet or exceed specifications as detailed within the RFP Section VII-B-14.
14. Express-Tek will furnish and install Cat5e/Cat6e+ UTP structured cabling installation requirements that will meet or exceed specifications as detailed within the RFP Section VII-B-15
15. Express-Tek will furnish and install coaxial cabling installation requirements that will meet or exceed specifications as detailed within the RFP Section VII-B-16.

2 Proposal Preparation and Submission Instructions (RFP-VII)

2.1 Proposal Submission Instructions

To the best of our knowledge, Express-Tek has submitted all information required by the RFP. There will be no proprietary information needing to be submitted for this proposal.

2.2 Specific Proposal Requirements

2.2.1 Contractor Licensing

Below is our Class A Contractor licensing information:

Contractor's License No. 2705107931A

Class A Contractor: X Yes No

Expiration Date: 6/30/2018

Specialty: ELE, ESC, H/H

2.2.2 Areas of Interest

Express-Tek can provide all marked services listed below as required by this solicitation:

Conduit	<u> X </u> Yes <u> </u> No
Cat5e/6e+	<u> X </u> Yes <u> </u> No
Fiber Optics	<u> X </u> Yes <u> </u> No
Video/Cabling	<u> X </u> Yes <u> </u> No
Labor Only Jobs	<u> X </u> Yes <u> </u> No
Project Management	<u> X </u> Yes <u> </u> No

2.2.3 Methodology/Approach and Experience/Qualifications

Express-Tek has provided similar goods and services for the states of Virginia and Maryland, as well as the District of Columbia, for 10 years. Express-Tek has completed multiple projects within the Richmond Metropolitan area throughout the history of the company. Express-Tek have performed work for many state agencies, including Virginia Commonwealth University, James Madison University, Germanna CC, Stafford County Public Schools, Culpeper County Government, Town of Herndon, City of Fredericksburg, Stafford County Government, and Fredericksburg Academy. Express-Tek is a certified installer (CI) for The Siemon Company and employs several individually certified technicians through Siemon training as well. Certifications are attached at the back of the RFP. Express-Tek will provide all necessary projects with a 16 year Siemon Cabling System Warranty. Express-Tek guarantees a certified installer of Cat5e/Cat6e+ UTP wiring will be on-site at all times for installation, testing and certification. The following list contains several projects Express-Tek has completed for structured cabling.

Total Wine and More Headquarters – Rockville, MD

Project dates: March 2015 – October 2015

This project included backbone and horizontal cabling with 1200 data drops included and a complete installation of all AV equipment. The project was completed on time within the scope of the contract. Express-Tek was recently awarded Phase II of this project in April 2017.

Stafford County Public Schools- Stafford, VA

Project dates: June 2016 – September 2016

Multiple Stafford County contracts has been completed included 6 elementary/middle school recabling projects. These projects included copper and fiber design and installation. Between all projects completed in this timeframe, there were over 3200 Category 6 plenum UTP data drops installed. The completed schools include Hampton Oaks Elementary, Widewater Elementary, Park Ridge Elementary, Rock Hill Elementary, Winding Creek Elementary, and H.H. Poole Middle. Total cost of this contract of \$856,000. It was completed on time and within budget.

Subcontractor for Woodrow Wilson Rehabilitation Center – Fishersville, VA

Project dates: March 2016 - present

Express-Tek is currently a subcontractor installing Siemon Category 7 cabling with over 800 data drops and fiber backbone. The project is to be completed May 2017 and is within the budgetary numbers agreed on in the contract.

Virginia Department of Transportation – Multiple locations

Project dates: Varies

Express-Tek has completed and is currently working on several projects for VDOT all over the state of Virginia. Projects include both fiber and copper cabling for multiple residency offices including those located in Warsaw, Accomac, and Ashland.

City of Fredericksburg and Stafford County ISP/OSP Fiber Connectivity Contract

Project dates: March 2014 - present

Express-Tek has all the knowledge, expertise, training, and equipment to handle all types of design, installation, termination, and testing for OSP and ISP projects for the ongoing needs of the City of Fredericksburg and Stafford County. Express-Tek has certified, trained employees with certifications attached at the end of this RFP. See attachment for completed OSP fiber projects within this contract.

Terms Agreements for Network Cabling Services – RFP #7406884AA

The Contractor shall have a plan in place to coordinate with VCU and ensure timely, effective completion of projects.

Please address how Express-Tek's methods of coordination of services and organization and management of projects.

Express Technologies' first and primary focus is to be a team player to VCU and any other contractor working for VCU. Express-Tek will follow and adopt all VCU procedures and adapt to our own. Express-Tek has a 24 X 7 call line and will respond to VCU within 2 hours of notification for emergency call outs.

Describe how your firm proposes to organize and manage the projects to ensure timely, effective completion.

Each project will have an assigned leader to interact directly with the VCU Project Manager. These leaders will be accessible via cell wireless services; cell phone, e-mail and voice. All schedules and/ or changes in scopes of the project will be documented by e-mail. A secondary person will be set as a backup in case of illness or other absences. When it is applicable Microsoft Project management will be used to schedule and track projects. Express-Tek agrees to make any required construction or planning meetings. Additionally, VCU will have full access to the management of Express-Tek.

The Contractor must warrant that all installations meet the minimum installations and testing criteria as outlined in Section VI-B, "Required Technical Specifications".

Express Technologies warrants that all installations performed by Express-Tek will meet the minimum installation and testing criteria set forth in Section VI-B, "Required Technical Specifications".

Quality Assurance: Describe your approach to assuring that the components and installations meet VCU requirements. The objective is to specify a solid, thorough approach to quality assurance, from acquisition of materials to final testing procedures, which shall be consistently applied to all projects.

After award, Express-Tek will provide full training to affected personnel on VCU's requirements as provided in the RFP. A VCU notebook will be set up to ensure that all requirements and updates are addressed. Additional training will be held and documented throughout the life of the award. Any deviation from VCU requirements if required will be submitted to VCU in writing for approval. Testing procedures which have been addressed in this proposal will be performed on all work to VCU's approval.

Testing Procedures: Describe the final testing and inspection procedures that shall be utilized for each of the installations categories.

Conduit:

Express Technologies shall install all conduit according to the National Electric Code (NEC) 300 Wiring Methods. All wall penetrations shall be sealed by an approved fire concealment method. This method will meet National Fire Protection Association and local codes

Category 5e/6e+ UTP:

To ensure all Cat-5e/6e+ cabling meet the required performance standards, Express Technologies will be test and certify all Cat-5e/6e+ cabling as stated. To execute the testing and certification, Express-Tek will ensure all test cords are of appropriate (Cat-5e or Cat-6e+) construction and the tester will be set to appropriate performance measurements. In addition to semi-annual calibrations, our technicians will also field calibrate all test equipment after arriving onsite. Our team will perform channel tests for each drop, testing from the patch cord located at the patch panel through the patch cord located at the workstation telecommunications outlets. As part of the channel test the following tests will be performed:

- Wire Map – this ensures that all pairs and individual wires have not been crossed during the termination process.
- Cross Talk – this test ensures that data is being sent and received without corruption from bleed over of other pairs or electrical magnetic interference. Cross Talk test will be performed at the Near End, Far End, and Alien (induction from outside or other sources).
- Attenuation – ensures that all cables operate with minimal decibel loss.
- Impedance – ensures that the system operates without excessive resistance.

Cables that fail any portion of the above testing will be repaired or replaced, and retested. Upon completion of all cable testing, Express-Tek will provide the certified test results to VCU.

Express Technologies will certify each telecommunication outlet drop in accordance with the attenuation limits of ANSI/TIA-568-B and C standards. Test results will be tabulated listing each outlet (by number), the cable, and the test results using a Fluke model DSX-5000. The following table will display the test and results expected for each data drop.

Test	Frequency	Requirement
1) <u>Impedance</u>	1 MHz	100 ohms +- 15%
	10 MHz	
	25 MHz	
	100 MHz	
2) <u>Attenuation</u>	1 MHz	11.4 dB Max
	10 MHz	
	25 MHz	
	100 MHz	
3) <u>Cross Talk</u>	1 MHz	Min. 62 dB
	10 MHz	Min. 47 dB
	25 MHz	Min. 41 dB
	100 MHz	Min. 32 dB
4) Pair Capacitance: Less than 17 pF per foot		
5) Cable Length: Less than 100 meters		

Fiber Optic Cable:

Express Technologies will test all new fiber on the reel prior to installation using EXFO FTB-200 with the light source/power meter module. If Express-Tek determines the cable was damaged from the manufacturer and/or the supplier, Express-Tek would request that the fiber reel be replaced with a proper working fiber reel. If the reel passes all tests, the documentation will be recorded as a baseline to compare against the cable once it has been installed to ensure no damage was caused to the cable during installation.

An end to end power meter reading will be taken using a stable laser light source and a power meter with an operating window of 1310nm to 1550nm for single mode fiber and 850nm to 1300nm for multimode fiber. Both single mode and multimode stable laser light source and power meter testing will be performed using EXFO FTB-200 test equipment. The link loss test on each fiber will be conducted in both directions, at both wavelengths. The maximum loss for the link shall not exceed the calculated link as calculated on the intrinsic loss of the specified cable or the loss through connector (not to exceed 0.25 dB). Documentation for all test results shall be recorded on CD(s) and shall be clearly identified and dated and provided to VCU for their records.

Wireless survey and installations:

All wireless testing would be performed using the Fluke Networks Air Magnet WiFi Analyzer Pro (AM/A1150). Express would also have the automatic updates to the program. The AirMagnet WiFi Analyzer will provide VCU with multiple reports to update the health of a wireless network, protects against hacking, unauthorized devices, network performance updates, and a client roaming analysis which can be provided to VCU IT for record keeping. The AirMagnet WiFi Analyzer Pro provides real time WiFi troubleshooting for every channel on the wireless devices simultaneously. The Express-Tek testing would be for 802.11, 802.11a, 802.11b, 802.11g and 802.11n.

Video Cable:

Express Technologies will test each video cable outlet to ensure it is free from grounds, shorts, and other faults. The system shall provide ten (10) dBmV (+/-5 dBmV) at each outlet when a signal of 50 dBmV is applied from the head end cable. Express-Tek will inform the owner of any slope injected into the system during testing. All connections will be thoroughly checked for mechanical and electrical connections. The maximum deviation of the drop signals between 50 and 860 MHz (slope) shall not exceed fifteen (15) dBmV. Express-Tek will furnish to the owner in the final test documents, the exact slope setting used.

2.3 References (RFP – Section VII-B-i):

Contractor should provide a list of at least three (3) references where similar goods and/or services have been provided in the past two (2) years. Only one (1) reference from VCU is acceptable. Each reference shall include the name of the organization, the complete mailing address, the name of the contact person and telephone number. Firms should submit at least one reference for a project greater than \$100,000. At the sole option of the University, VCU may elect to request inspection privileges for installed jobs from the references submitted.

Reference No. 1

Organization: Stafford County Public Schools

Address: 31 Stafford Avenue
Stafford, VA 22554

Contact Person: Jay Cooke

Telephone: (540)-621-5790

Email Address: jcooke@staffordschools.net

Agreement Amount: \$856,000.00

Reference No. 2

Organization: Virginia Commonwealth University

Address: 701 W Broad Street 4th Floor
Richmond, VA 23219

Contact Person: Robert Small

Telephone: (804)-827-3207

Email Address: rsmall@vcu.edu

Agreement Amount: \$81,000

Reference No. 3

Organization: Templeton Vest

Address: 1201 Electric Road
Salem, VA 24153

Contact Person: Larry Switzer

Telephone: (804)-971-5147

Email Address: lswitzer@templeton-vest.com

Agreement Amount: \$212,000

Reference No. 4

Organization: Stafford County Government

Address: 1300 Courthouse Road
Stafford, VA 22554

Contact Person: John Palmer

Telephone: (540)-658-4601

Email Address: jpalmer@staffordcountyva.gov

Agreement Amount: \$80,221.00

2.4 Legal Proceedings (RFP – Section VII-j-k):

List all construction-related lawsuits (other than labor or personal injury litigation) filed by, or against, the Contractor in the last five (5) years, and identify the nature of the claim, the amount of dispute, the parties, and the ultimate resolution of the lawsuit:

Express Technologies has not had any construction-related lawsuits in the last five (5) years.

Please submit a copy of your insurance certificate and provide your insurance Experience Modification Rate (EMR). Upon award, a certificate of insurance naming the Commonwealth of Virginia as an additional insured will be required.

See attached sheet for information.

Information demonstrating the Contractor's financial stability to include:

- 1) Physical Address:
Express Technologies, Inc.
1127 International Parkway Suite 293
Fredericksburg, VA 22406
Phone: (540)-752-6691
Fax: (540)-752-6694

Mailing Address:
Express Technologies, Inc.
P.O. Box 5506
Fredericksburg, VA 22403
- 2) *Date Firm was Established:* 2002
- 3) *Ownership:* Fred Brown, President; Stephen Brown, Vice President
- 4) *If incorporated, provide the state of incorporation:* S-Corp in Virginia, 2002
- 5) *Number of full-time employees on January 1st for the last three (3) years:*
2015: 37
2016: 40
2017: 57

Please see attached financial statement for full assessment of financial stability.

3 Reporting and Delivering Requirements

3.1 SWaM Use and Certification

Express Technologies is a State of Virginia certified Small Business by the Virginia Department of Minority Business Enterprise. This will allow VCU to support their VASCUPP and small business requirements by claiming all of Express-Tek's work as being performed by a small business. If Express-Tek requires the use of a subcontractor, with approval by VCU, Express-Tek will submit the use of small, minority, and disabled business to VCU's Department of Procurement and Payment to ensure all work performed by small, minority, and disabled are being counted towards VCU's goals.

Express Technologies is a Virginia Department of Minority Business Enterprise (DMBE) certified small business. If Express-Tek is required to use a subcontractor that is a DMBE certified small business, Jennifer Marcum (Phone: (540) 752 – 6691, Email: jmarcum@express-tek.com) will be responsible for submitting any SWaM reporting to VCU. Please find Express Technologies' small business certificate attached at the end of the proposal.

4 General Terms and Conditions

Express Technologies does hereby abide to all general terms and conditions stated within the RFP #7406884AA. Express-Tek is registered with eVA (#VS0000000422). Express-Tek is registered with DCJS (#11-7235) and all our technicians and assistants will go through extensive background checks through the State of Virginia. Express-Tek is also a drug-free workplace.

5 Special Terms and Conditions

Express Technologies does hereby abide to all special terms and conditions stated within the RFP #7406884AA.

APPENDIX I

PARTICIPATION IN STATE PROCUREMENT TRANSACTIONS SMALL BUSINESSES AND BUSINESSES OWNED BY WOMEN AND MINORITIES

The following definitions will be used in completing the information contained in this Appendix.

Definitions

- **Small business** is an independently owned and operated business which, together with affiliates, has 250 or fewer employees, or average annual gross receipts of \$10 million or less averaged over the previous three years. Nothing in this definition prevents a program, agency, institution or subdivision from complying with the qualification criteria of a specific state program or federal guideline to be in compliance with a federal grant or program.
- **Women-owned business** is a business concern which is at least 51 percent owned by one or more women who are U.S. citizens or legal resident aliens, or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more women, and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority-owned business** is a business concern which is at least 51 percent owned by one or more minorities or in the case of a corporation, partnership or limited liability company or other entity, at least 51 percent of the equity ownership interest in which is owned by one or more minorities and whose management and daily business operations are controlled by one or more of such individuals.
- **Minority Individual:** "Minority" means a person who is a citizen of the United States or a legal resident alien and who satisfies one or more of the following definitions:
 - "Asian Americans" means all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands, including but not limited to Japan, China, Vietnam, Samoa, Laos, Cambodia, Taiwan, Northern Marinas, the Philippines, U. S. territory of the Pacific, India, Pakistan, Bangladesh and Sri Lanka and who are regarded as such by the community of which these persons claim to be a part.
 - "African Americans" means all persons having origins in any of the original peoples of Africa and who are regarded as such by the community of which these persons claim to be a part.
 - "Hispanic Americans" means all persons having origins in any of the Spanish speaking peoples of Mexico, South or Central America, or the Caribbean Islands or other Spanish or Portuguese cultures and who are regarded as such by the community of which these persons claim to be a part.
 - "Native Americans" means all persons having origins in any of the original peoples of North America and who are regarded as such by the community of which these persons claim to be a part or who are recognized by a tribal organization.
 - "Eskimos and Aleuts" means all persons having origins in any of the peoples of Northern Canada, Greenland, Alaska, and Eastern Siberia and who are regarded as such in the community of which these persons claim to be a part.

PARTICIPATION BY SMALL BUSINESSES, BUSINESSES OWNED BY WOMEN
BUSINESSES OWNED BY MINORITIES

This appendix should only be completed by firms that are not Virginia Department of Small Business and Supplier Diversity (DSBSD) certified small businesses.

Offeror certifies that it will involve Small Businesses, Women-Owned Businesses, and/or Minority-Owned Businesses (SWaM) in the performance of this contract either as part of a joint venture, as a partnership, as Subcontractors or as suppliers.

VCU has an overall goal of 42% SWaM participation for all annual purchases and seeks the maximum level of participation possible from all its contractors.

List the names of the SWaM Businesses your firm intends to use and identify the direct role of these firms in the performance of the contract. State whether the firm is a Small Business (SB), Women-Owned (WO), or Minority-Owned (MO).

<u>Name of Businesses:</u>	<u>SB, WO, MO:</u>	<u>Role in contract:</u>
Express Technologies, Inc.	Small Business	Inside Plant Structured Cabling
Jones Utility Construction	Small Business	Outside Plant Telecom Construction
Stephens Cable Construction	Small Business	Outside Plant Telecom Construction

Commitment for utilization of DSBSD SWaM Businesses:

80 % of total contract amount that will be performed by DSBSD certified SWaM businesses.

Identify the individual responsible for submitting SWaM reporting information to VCU:

Name Printed: Jennifer Marcum
Email: jmarcum@express-tek.com
Phone: (540)752-6691
Firm: Express Technologies, Inc.

Offeror understands and acknowledge that the percentages stated above represent a contractual commitment by the Offeror. Failure to achieve the percentage commitment will be considered a breach of contract and may result in contract default.

Acknowledged:
By (Signature): Ross Ritenour
Name Printed: Ross Ritenour
Title: Vice President of Sales
Email: rritenour@express-tek.com

Note: Small, Minority and/or Women-owned business sub-contractors are required to become certified and maintain certification through the Virginia Department of Small Business and Supplier Diversity (DSBSD; <http://www.sbsd.virginia.gov/swamcert.html>) to fulfill the Offeror's commitment for utilization.

APPENDIX II INVOICING AND PAYMENT

Invoicing:

The Contractor shall submit a fully itemized invoice to Virginia Commonwealth University, Accounts Payable and Support Services, P. O. Box 980327, Richmond, VA 23298-0327, that, at minimum, includes the following information: the Virginia Commonwealth University purchase order number; a description of the goods or services provided; quantities; unit prices; extended prices; and total prices. Payment will be issued in accordance with the payment method selected below and with the Commonwealth of Virginia Prompt Payment Legislation.

Upon request by VCU, the Contractor shall submit invoices electronically using the Ariba Network or other e-commerce channel utilized by VCU; and agrees to comply, within reason, with any future e-commerce initiatives including, but not limited to: procurement, procurement content, sourcing or any other electronic procurement and sourcing solutions.

Questions regarding this method of invoicing should be sent to: ecommerce@vcu.edu.

Payment:

VCU Procurement Services is automating the payment process to the greatest extent possible. Contractors are encouraged to accept payment electronically through the commercial card program. Please review the payment methods described below and select one for your firm. By selecting the payment method below, Contractor acknowledges that the selected payment method is **not specific to the contract resulting from this solicitation and will apply to all payments made to the Contractor** by Virginia Commonwealth University. For example, if the Contractor has an existing contract(s) and is currently receiving payment by paper check, and the Contractor is now electing to receive payment by the commercial card, **all payments** will be made using the commercial card once the commercial card payment process is implemented for the firm.

Payment Methods

1. **Electronically through a Wells Fargo Visa commercial card:** Payment will be made ten days (10) after receipt of a proper invoice for the amount of payment due, or ten (10) days after receipt of the goods or services, whichever is later.

It is the Contractor's responsibility to contact its banking institutions to determine any credit limit that may restrict the payment of invoices. It is the Contractor's responsibility to have its credit limit raised as necessary to facilitate the timely payment of all invoices. Invoices exceeding the Contractor's credit limit will be returned unpaid.

Failure to accept the commercial card after award of contract will be considered a contract compliance issue and will be addressed accordingly. In addition, invoices will be returned without payment until the Contractor can accept the payment through the commercial card.

Questions regarding this method of payment should be sent to
commcard@vcu.edu.

2. **ACH:** Electronic payment via automated clearing house (ACH) to the vendor provided bank account of record. Payment is processed thirty (30) days after receipt of a proper invoice for the amount of payment due, or thirty (30) days after receipt of the goods or services, whichever is later. Additional information about ACH payments is available at: <http://www.vcu.edu/treasury/VendorACH.htm>.

Contractor must indicate the method of payment selected:

_____ Commercial Card Payment (Wells Fargo VISA)

X _____ Automated Clearing House (ACH)

Invoicing and Payment Method Acknowledgement:

Signature:



Name Printed:

Ross Ritenour

Title:

Vice President of Sales

Name of Firm:

Express Technologies Inc.

Date:

4/26/17

Please identify the following contact information for the individual who will serve as the appropriate point of contact within your company to be contacted by VCU Accounts Payable to implement the electronic invoicing and payment processes:

Name of the individual:

Jennifer Marcum

Title:

Accounts Mgr.

Mailing address:

PO Box 5506
Fredericksburg VA 22403

Email address:

jmarcum@express-tek.com

Phone number:

540-752-6691

Fax number:

540-752-6694

COMMONWEALTH OF VIRGINIA



DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

101 N. 14th Street, 11th Floor
Richmond, VA 23219

Express Technologies, Inc.

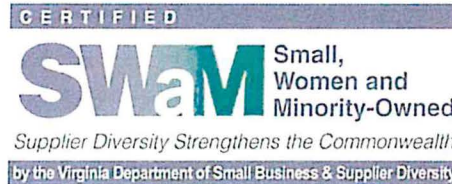
is a certified Small Business meeting all the eligibility requirements set forth under the Code of Virginia Section 2.2-1600 et seq. and Administrative Code, 7VAC 10-21 et seq.

Certification Number: 649823
Valid Through: November 19, 2018

Accordingly Certified

A handwritten signature in black ink, appearing to read "Tracey G. Jeter".

Tracey G. Jeter, Director



**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Express Technologies, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:

- ☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶
- ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____

Exemption from FATCA reporting
code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)

1127 International Parkway Ste 293

6 City, state, and ZIP code

Fredericksburg, VA 22406

7 List account number(s) here (optional)

Requester's name and address (optional)

**VCU
912 W Grace St 5th fl
Richmond, VA 23220**

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

4 5 - 0 4 7 1 6 3 3

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign
Here**

Signature of
U.S. person ▶

Jennifer Maren

Date ▶

4/26/2017

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



STATE CORPORATION COMMISSION

Richmond, April 1, 2002

This is to Certify that the certificate of incorporation of

EXPRESS TECHNOLOGIES, INC.

was this day issued and admitted to record in this office and that the said corporation is authorized to transact its business subject to all Virginia laws applicable to the corporation and its business. Effective date: April 1, 2002



State Corporation Commission

Attest:

Joel H. Beck

Clerk of the Commission



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/15/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bankers Insurance, LLC 10304 Spotsylvania Ave Ste 110 Fredericksburg VA 22408	CONTACT NAME: Iva Martin	
	PHONE (A/C No. Ext): 540-735-1714	FAX (A/C No.): 800-899-0146
INSURED Express Technologies, Inc. P.O. Box 5506 Fredericksburg VA 22403	E-MAIL ADDRESS: imartin@bankersinsurance.net	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Harleysville Insurance Company	
	INSURER B: Beazley Insurance Company, Inc.	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1954910463

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ No deductible GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			MPA00000037011W	8/23/2016	8/23/2017	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			BA00000037010W	8/23/2016	8/23/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0			CMB0000003708W	8/23/2016	8/23/2017	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC00000037009W	8/23/2016	8/23/2017	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A B	Equipment Floater Employee Dishonesty-3rd Party Cyber Liability			MPA00000037011W W1A17D150101	8/23/2016 11/20/2015	8/23/2017 11/20/2016	Leased/Rented Eqmt \$100,000 Crime Limit \$100,000 Cyber Limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

VCU Office of Procurement Services
912 W. Grace Street, 5th Floor
Richmond VA 23220

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Iva Martin

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COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

9960 Mayland Drive, Suite 400, Richmond, VA 23233

Telephone: (804) 367-8500

EXPIRES ON

06-30-2018

NUMBER

2705107931

BOARD FOR CONTRACTORS
CLASS A CONTRACTOR
CLASSIFICATIONS ELE ESC H/H



EXPRESS TECHNOLOGIES INC
PO BOX 5506
FREDERICKSBURG, VA 22403



Jay W. DeBoer
Jay W. DeBoer, Director

Status can be verified at <http://www.dpor.virginia.gov>

(SEE REVERSE SIDE FOR PRIVILEGES AND INSTRUCTIONS)

DPOR-LIC (05/2015)

(DETACH HERE)



COMMONWEALTH of VIRGINIA

Department of Professional and Occupational Regulation

CLASS A BOARD FOR CONTRACTORS
CONTRACTOR

CLASSIFICATIONS ELE ESC H/H

NUMBER: 2705107931 EXPIRES: 06-30-2018

EXPRESS TECHNOLOGIES INC
PO BOX 5506
FREDERICKSBURG, VA 22403



(FOLD)

Status can be verified at <http://www.dpor.virginia.gov>

DPOR-LIC (05/2015)



2017 CITY OF RICHMOND BUSINESS LICENSE

POST IN PUBLIC VIEW

The person, firm or corporation named below is granted this license pursuant to the provision of the City Code of Ordinances to engage in, carry on or transact the business, trade, calling, profession, exhibition or occupation described below for the period indicated. **It is the responsibility of the applicant/licensee to ensure that his/her business complies with all applicable City codes and the City zoning ordinance. In the event it is determined that the business does not comply, the business license may be revoked by the City.** This license is nontransferable. Please note that it is your responsibility to renew and update this license annually.

No. 15189

SHALL BE RENEWED BY:

March 01, 2018

Name: EXPRESS-TEK

Business Address: 1127 INTERNATIONAL PKWY 293 FREDERICKSBURG,
VA 22406

Business Description: CONTRACTOR

Owner: EXPRESS TECHNOLOGIES INC

Account Number: 1011851



CITY OF RICHMOND • 900 E. BROAD STREET, ROOM 103 • RICHMOND, VA 23219 • www.richmondgov.com



Contact: Ross Ritenour
Address: 1127 International Parkway
 Suite 293
 Fredericksburg, VA 22406
Phone: (540) 752-6691
Fax: (540) 752-6694
Email: rritenour@express-tek.com

DUNS Number: 118304596
Tax ID Number: 45-0471633
Business Classification: Small Business
Contractor "A" License: 2705 107931A
DCJS# 11-7235
VITA / VASCUPP / SWAM
Website: www.express-tek.com

Established in 2002, Express Technologies, Inc. is a family owned and operated business a certified small business with exceptional delivery of telecommunications voice/data, audio/video, CCTV, CATV, access control, electrical design, and state of the art Data Centers.



Certifications

<i>Technology:</i>	<i>Management:</i>
• BICSI Certified Technicians • Light Brigade Fiber Optics • Electronic Technicians Assn. Fiber Optic • VA, MD, NC Certified Master Electrician • Wireless Communication Installation • DCJS Access Control Installation	• TPMA (Telecom Project Management) • RCDD (Reg. Communication Design) • NESC (National Electronic Safety Code) • DCJS (Dept. of Criminal Justice) • VITA (Virginia Information Technology) • VASCUPP (Virginia State Colleges)



Design and Installation Services

<i>Telecommunication Systems:</i>	<i>Outside Plant Design/Build:</i>
• CAT-3 through CAT-7 - Install/Test/Cert. • Fiber optic cabling - Install/Test/Cert. • Data Center Cabling and Containment • Audio / Video / Digital Signage • Fire Alarm • Access Control Installation • EMT pathway - low voltage electrical • CCTV / CATV	• OSP Engineering and Design • Pathways and Spaces • Cabling / Splicing • Grounding / Bonding • Installation • Right-of-Way • System Documentation • Codes and Standards



Client List

• Verizon Business • Level-3 Communications • JLL Development / PM Services • XO Communications • Spencer Technologies Inc • Black Box Network Services	• Vetcomm • AT&T • Stafford County Public Schools • Stafford County Government • City Of Fredericksburg • Velociti Technology Deployment
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ATTACHMENT

F-1

FOLDER 1 - Section C.g (Certified Financial Statements)

- **Bank Letter of Reference**
- **Interim Year Balance Sheet YTD 4/25/2017**
- **Interim Year P&L Statement YTD 4/25/2017**
- **Certified Financial Statement YE 2016**
- **Certified Financial Statement YE 2015**



3/24/17

TO: Express Technologies Inc.
Attn: Jennifer Marcum
Account Manager
1127 International Parkway, Suite 293
Fredericksburg VA 22406

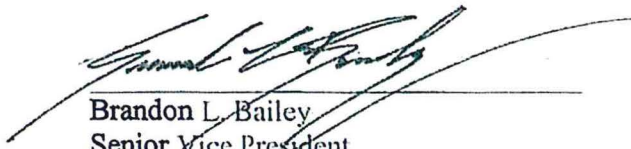
RE: Bank Reference

Dear Jennifer

This letter is to confirm that Express Technologies has been a customer in good standing since 5/15/2006 where all accounts are, and have always been, handled as agreed with Union Bank & Trust (the Bank). The Bank looks forward to assisting Express Technologies with any future banking opportunities that may arise.

Please feel free to contact me if you have any questions.

Best,



Brandon L. Bailey
Senior Vice President
Union Bank & Trust
4805 Lassen Lane
Fredericksburg, VA 22408

9:14 AM

04/25/17

Accrual Basis

Express Technologies Inc
Balance Sheet
 As of April 25, 2017

	<u>Apr 25, 17</u>
ASSETS	
Current Assets	
Checking/Savings	
1020 · Petty Cash	50.00
1030 · Union Bank & Trust	245,818.99
1040 · Savings-Union Bank & Trust	65,475.26
Total Checking/Savings	311,344.25
Accounts Receivable	
1200 · Accounts Receivable	1,021,417.93
Total Accounts Receivable	1,021,417.93
Other Current Assets	
1201 · Unbilled A/R	-0.01
13700 · Payroll Service Customer Asset	-547.71
1510 · Employee Advances	1,985.99
1551 · Shareholder Loan - SF	1,302.93
1553 · Loan to Shareholder-SB	1,114.00
1801 · Security Deposits	3,936.52
Total Other Current Assets	7,791.72
Total Current Assets	1,340,553.90
Fixed Assets	
1605 · Vehicles	590,765.33
1610 · Computers & Equipment	106,732.82
1611 · Accumulated Depreciation	-368,779.95
1720 · Accumulated Amortization	-1,550.00
1725 · Furniture/Fixtures	13,571.31
2347 · 2009 Pelsue Trailer #5211	13,500.00
Total Fixed Assets	354,239.51
Other Assets	
1710 · Software	50,795.35
1730 · Loan Costs	3,000.00
Total Other Assets	53,795.35
TOTAL ASSETS	<u>1,748,588.76</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 · Accounts Payable	310,752.14
Total Accounts Payable	310,752.14
Credit Cards	
2215 · Capital One	-12,411.85
2219 · Costco-Citi Bank	-109.62
2223 · American Express-New	-1,578.62
Total Credit Cards	-14,100.09
Other Current Liabilities	
2100 · Payroll Liabilities	2,131.25
2115 · Loan from Shareholder - FB	2,799.98
2207 · Line of Credit 267477789	190,000.00
2208 · LOC-Loan Payoff -7400287478	64,152.51
Total Other Current Liabilities	259,083.74
Total Current Liabilities	555,735.79

9:14 AM
04/25/17
Accrual Basis

Express Technologies Inc
Balance Sheet
As of April 25, 2017

	<u>Apr 25, 17</u>
Long Term Liabilities	
2226 · 2011 Ford Van #5175	3,932.27
2227 · 2011 Ford Escape #5177	8,906.44
2229 · New Nissan #5171	11,041.08
2231 · 2013 Ford Explorer	15,277.29
2232 · 2014 Jeep Patriot #5185	9,912.56
2233 · 2015 Jeep Cherokee #5183	16,018.84
2334 · 2015 Ford Escape #5181	12,398.17
2335 · Cherokee Stephen	18,289.80
2336 · 2016 Escape #5187	17,371.15
2337 · 2015 Ford Transit #5189	18,832.27
2338 · 2015 Ford F150 #5191	24,074.79
2339 · 2016 Ford Escape #5193	15,291.87
2340 · 2016 Ford Fusion #5195	13,973.87
2341 · 2016 Escape #5197	13,974.86
2342 · 2016 Escape #5199	15,803.73
2343 · Toyota #5201	27,407.74
2344 · Ford Van 2009 #5205	16,352.89
2345 · 2014 Jeep Cherokee-Matt #5207	17,278.07
2346 · 2015 Nissan #5209	15,719.48
Total Long Term Liabilities	<u>291,857.17</u>
Total Liabilities	847,592.96
Equity	
3020 · Retained Earnings	1,040,451.07
3101 · Distributions-Fred	-77,445.00
3104 · Distribution-Stephen	-20,461.00
3200 · APIC	2,000.00
Net Income	-43,549.27
Total Equity	<u>900,995.80</u>
TOTAL LIABILITIES & EQUITY	<u><u>1,748,588.76</u></u>

9:21 AM

04/25/17

Accrual Basis

Express Technologies Inc
Profit & Loss
 January 1 through April 25, 2017

	Jan 1 - Apr 25, 17
Ordinary Income/Expense	
Income	
4000 · Services Income	
4001 · Service Allowance	-1,971.00
4000 · Services Income - Other	1,835,750.18
Total 4000 · Services Income	1,833,779.18
4040 · Reimbursed Expenses	1,620.00
Total Income	1,835,399.18
Cost of Goods Sold	
5010 · Salary & Wages - Direct	475,132.73
5020 · Mileage - Direct	267.50
5030 · Meals & Entertainment - Direct	660.00
5040 · Other Project Expenses-Direct	282,808.25
5050 · Contract Labor-Direct	440,818.92
5060 · Parking-Direct	1,498.05
5900 · Non-Billable Expenses	0.00
Total COGS	1,201,185.45
Gross Profit	634,213.73
Expense	
6100 · Advertising	2,050.42
6110 · Automobile Expense	30,145.68
6120 · Bank Service Charges	30.00
6135 · Computer Services & Support	8,740.37
6140 · Contributions	885.00
6150 · Depreciation Expense	29,251.59
6155 · Late Fee	682.58
6160 · Dues and Subscriptions	12,988.46
6166 · Employee Morale	1,351.71
6170 · Equipment Rental	10,274.59
6175 · Gifts	104.95
6180 · Insurance	
6185 · General Liability Ins.	5,897.22
6186 · Professional Liability	11,387.20
6195 · Health Insurance	43,471.36
6196 · Dental	-2,597.15
6197 · AFLAC	-400.32
6420 · Work Comp	11,491.13
6425 · Life Insurance	1,692.73
6430 · Auto Insurance	7,717.04
Total 6180 · Insurance	78,659.21
6200 · Interest Expense	7,543.20
6230 · Licenses and Permits	598.82
6250 · Postage and Delivery	542.94
6270 · Professional Fees	
6280 · Legal Fees	1,260.00
6655 · Accounting	5,800.00
Total 6270 · Professional Fees	7,060.00
6285 · Professional Education	4,381.39
6290 · Rent	35,410.84
6295 · Recruiting/Hiring	828.25
6300 · Repairs & Maintenance	1,651.09
6340 · Telephone	10,109.97
6345 · Tools & Supplies	15,015.71
6350 · Travel & Ent	
6360 · Entertainment	447.00
6370 · Meals	4,137.81
6380 · Travel	2,462.96
Total 6350 · Travel & Ent	7,047.77

9:21 AM
04/25/17
Accrual Basis

Express Technologies Inc
Profit & Loss
January 1 through April 25, 2017

	Jan 1 - Apr 25, 17
6390 · Utilities	2,906.05
6550 · Office Supplies	7,912.55
6560 · Salaries & Wages - Admin	282,570.32
6562 · Salaries and Wages-Bids	20,166.80
6820 · Taxes	
6825 · FICA Taxes	56,965.98
6835 · Unemployment taxes	24,930.08
6860 · Use Tax	316.33
6820 · Taxes - Other	5,471.00
Total 6820 · Taxes	87,683.39
7020 · Simple IRA-Match	10,510.74
Total Expense	677,104.39
Net Ordinary Income	-42,890.66
Other Income/Expense	
Other Income	
7010 · Interest Income	15.89
Total Other Income	15.89
Other Expense	
8010 · Other Expenses	674.50
Total Other Expense	674.50
Net Other Income	-658.61
Net Income	-43,549.27

EXPRESS TECHNOLOGIES, INC.

FINANCIAL STATEMENTS

YEAR ENDED DECEMBER 31, 2016



ASSURANCE, TAX & ADVISORY SERVICES

EXPRESS TECHNOLOGIES, INC.

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INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

To the Board of Directors
Express Technologies, Inc.
Fredericksburg, Virginia

Management is responsible for the accompanying financial statements of Express Technologies, Inc., which comprise the balance sheets as of December 31, 2016 and 2015 and the related statements of income, retained earnings, and cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America. We have performed compilation engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all the disclosures as required in financial statements prepared in accordance with accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about Express Technologies, Inc.'s financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

PBMares, LLP

Harrisonburg, Virginia
March 7, 2017

FINANCIAL STATEMENTS

EXPRESS TECHNOLOGIES, INC.**BALANCE SHEETS****December 31, 2016 and 2015****See Independent Accountant's Compilation Report**

	2016	2015
ASSETS		
Current Assets		
Cash	\$ 159,553	\$ 60,431
Accounts receivable	993,937	778,887
Employee advances	1,514	50
Due from shareholder	2,417	1,303
	<u>1,157,421</u>	<u>840,671</u>
Property and Equipment		
Computers and equipment	101,565	73,802
Furniture and fixtures	12,860	12,860
Vehicles	593,265	465,594
Software	50,287	43,567
	<u>757,977</u>	<u>595,823</u>
Less accumulated depreciation	<u>339,528</u>	<u>241,276</u>
	<u>418,449</u>	<u>354,547</u>
Other Assets		
Deposits	3,937	3,937
	<u>3,937</u>	<u>3,937</u>
Total assets	<u>\$ 1,579,807</u>	<u>\$ 1,199,155</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities		
Line of credit	\$ -	\$ 483
Current maturities of long-term debt	123,118	95,645
Accounts payable	209,801	114,713
Payroll liabilities	1,409	3,641
Due to shareholder	2,800	2,800
	<u>337,128</u>	<u>217,282</u>
Long-Term Debt, net of current maturities and amortizable loan costs	<u>271,535</u>	<u>312,475</u>
Total liabilities	<u>608,663</u>	<u>529,757</u>
Stockholders' Equity		
Common stock, no par value; 100 shares authorized, issued and outstanding	-	-
Additional paid-in capital	2,000	2,000
Retained earnings	969,144	667,398
Total stockholders' equity	<u>971,144</u>	<u>669,398</u>
Total liabilities and stockholders' equity	<u>\$ 1,579,807</u>	<u>\$ 1,199,155</u>

EXPRESS TECHNOLOGIES, INC.**STATEMENTS OF INCOME****Years Ended December 31, 2016 and 2015****See Independent Accountant's Compilation Report**

	2016	2015
Net Sales	\$ 6,685,841	\$ 4,110,261
Cost of Goods Sold		
Labor	1,676,697	1,148,073
Subcontractors	1,499,319	714,955
Mileage	786	5,047
Other project expenses	966,970	370,349
	<u>4,143,772</u>	<u>2,238,424</u>
Gross profit	2,542,069	1,871,837
Operating Expenses		
Salaries and wages	829,189	537,757
Payroll taxes	227,550	162,625
Officers' compensation	168,827	132,400
Travel	128,514	101,099
Depreciation	113,507	70,130
Insurance	98,635	51,639
Rents	96,175	68,916
Supplies	94,267	63,223
Employee benefits	81,403	76,771
Professional fees	40,884	6,600
Retirement contribution	32,123	26,559
Computer	25,913	22,833
Equipment rental	25,476	9,031
Advertising	23,233	9,920
Meals and entertainment	22,415	38,561
Training and education	22,023	16,245
Telephone	21,701	14,598
Other taxes and licenses	18,854	19,107
Contributions	17,254	10,200
Bank charges	14,106	7,904
Miscellaneous	15,015	2,361
Dues and subscriptions	12,138	6,542
Repairs and maintenance	8,122	2,298
Outside services	4,362	6,359
Utilities	3,587	2,316
Amortization	600	600
Bid expense	535	216
Loss on asset disposition	-	287
	<u>2,146,408</u>	<u>1,467,097</u>
Income from operations	395,661	404,740
Other Expenses		
Financial, net	19,169	20,313
State income tax	3,440	5,168
	<u>22,609</u>	<u>25,481</u>
Net income	\$ 373,052	\$ 379,259

EXPRESS TECHNOLOGIES, INC.

STATEMENTS OF RETAINED EARNINGS

Years Ended December 31, 2016 and 2015

See Independent Accountant's Compilation Report

	2016	2015
Balance, beginning	\$ 667,398	\$ 356,003
Net income	373,052	379,259
Distributions	<u>(71,306)</u>	<u>(67,864)</u>
Balance, ending	<u>\$ 969,144</u>	<u>\$ 667,398</u>

EXPRESS TECHNOLOGIES, INC.

STATEMENTS OF CASH FLOWS

Years Ended December 31, 2016 and 2015

See Independent Accountant's Compilation Report

	2016	2015
Cash Flows From Operating Activities		
Net income	\$ 373,052	\$ 379,259
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	113,507	70,130
Amortization	600	600
Loss on asset disposition	-	287
Increase in:		
Accounts receivable	(215,050)	(77,193)
Employee advances	(1,464)	(50)
Increase (decrease) in:		
Accounts payable	95,088	(173,621)
Payroll liabilities	(2,232)	574
Net cash provided by operating activities	363,501	199,986
Cash Flows From Investing Activities		
Purchase of property and equipment	(59,008)	(52,870)
Proceeds from sale of property and equipment	-	1,000
Net cash used in investing activities	(59,008)	(51,870)
Cash Flows From Financing Activities		
Advances to officers	(1,114)	(1,303)
Proceeds (repayments) on line of credit	(483)	483
Proceeds from long-term debt	-	23,800
Repayments of long-term debt	(132,468)	(69,661)
Distributions	(71,306)	(67,864)
Net cash used in financing activities	(205,371)	(114,545)
Increase in cash	99,122	33,571
Cash Balance, beginning	60,431	26,860
Cash Balance, ending	\$ 159,553	\$ 60,431
Supplemental Disclosures of Cash Flow Information		
Cash paid during the year for interest	\$ 19,271	\$ 20,335
Cash paid during the year for state income taxes	3,440	5,168
Non-Cash Investing and Financing Activities		
Capital assets acquired through long-term debt	\$ 128,484	\$ 207,503
Vehicles acquired via like-kind exchange	11,872	-

EXPRESS TECHNOLOGIES, INC.
FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2015

EXPRESS TECHNOLOGIES, INC.

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INDEPENDENT ACCOUNTANT'S COMPILATION REPORT

To the Board of Directors
Express Technologies, Inc.
Fredericksburg, Virginia

Management is responsible for the accompanying financial statements of Express Technologies, Inc., which comprise the balance sheets as of December 31, 2015 and 2014 and the related statements of income, retained earnings, and cash flows for the years then ended, in accordance with accounting principles generally accepted in the United States of America. We have performed compilation engagements in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all the disclosures ordinarily included in financial statements prepared in accordance with accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about Express Technologies, Inc.'s financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

PBMares, LLP

Harrisonburg, Virginia
March 14, 2016

FINANCIAL STATEMENTS

EXPRESS TECHNOLOGIES, INC.

BALANCE SHEETS

December 31, 2015 and 2014

See Independent Accountant's Compilation Report

	2015	2014
ASSETS		
Current Assets		
Cash	\$ 60,431	\$ 26,860
Accounts receivable	778,887	701,694
Employee advances	50	-
Due from shareholder	1,303	-
	<u>840,671</u>	<u>728,554</u>
Property and Equipment		
Computers and equipment	73,802	73,327
Furniture and fixtures	12,860	12,969
Vehicles	465,594	259,844
Software	43,567	45,502
	<u>595,823</u>	<u>391,642</u>
Less accumulated depreciation	<u>241,276</u>	<u>226,051</u>
	<u>354,547</u>	<u>165,591</u>
Other Assets		
Intangible assets, net of accumulated amortization; 2015 \$950; 2014 \$350	2,050	2,650
Deposits	3,937	3,937
	<u>5,987</u>	<u>6,587</u>
	<u>\$ 1,201,205</u>	<u>\$ 900,732</u>
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current Liabilities		
Line of credit	\$ 483	\$ -
Current maturities of long-term debt	95,645	58,288
Accounts payable	114,713	288,334
Payroll liabilities	3,641	3,067
Due to shareholder	2,800	2,800
	<u>217,282</u>	<u>352,489</u>
Long-Term Debt, less current maturities	<u>314,525</u>	<u>190,240</u>
Total liabilities	<u>531,807</u>	<u>542,729</u>
Stockholders' Equity		
Common stock, no par value; 100 shares authorized, issued and outstanding	-	-
Additional paid-in capital	2,000	2,000
Retained earnings	667,398	356,003
	<u>669,398</u>	<u>358,003</u>
	<u>\$ 1,201,205</u>	<u>\$ 900,732</u>

EXPRESS TECHNOLOGIES, INC.

STATEMENTS OF INCOME

Years Ended December 31, 2015 and 2014

See Independent Accountant's Compilation Report

	2015	2014
Net Sales	\$ 4,110,261	\$ 3,340,194
Cost of Goods Sold		
Labor	1,148,073	958,788
Subcontractors	714,955	468,474
Mileage	5,047	2,903
Other project expenses	370,349	268,919
	<u>2,238,424</u>	<u>1,699,084</u>
Gross profit	1,871,837	1,641,110
Operating Expenses		
Salaries and wages	537,757	381,528
Payroll taxes	162,625	135,788
Officers' compensation	132,400	130,323
Travel	101,099	91,729
Employee benefits	76,771	59,294
Depreciation	70,130	52,045
Rents	68,916	71,702
Supplies	63,223	27,190
Insurance	51,639	56,496
Meals and entertainment	38,561	94,427
Retirement contribution	26,559	23,144
Computer	22,833	19,379
Other taxes and licenses	19,107	9,938
Training and education	16,245	4,179
Telephone	14,598	11,331
Contributions	10,200	5,936
Advertising	9,920	9,209
Equipment rental	9,031	14,602
Bank charges	7,904	13,847
Professional fees	6,600	6,978
Dues and subscriptions	6,542	3,301
Outside services	6,359	3,324
Miscellaneous	2,361	1,587
Utilities	2,316	-
Repairs and maintenance	2,298	3,062
Amortization	600	2,850
Loss on asset disposition	287	986
Bid expense	216	309
	<u>1,467,097</u>	<u>1,234,484</u>
Income from operations	404,740	406,626
Other Expenses		
Financial, net	20,313	22,896
State income tax	5,168	-
	<u>25,481</u>	<u>22,896</u>
Net income	\$ 379,259	\$ 383,730

EXPRESS TECHNOLOGIES, INC.

STATEMENTS OF RETAINED EARNINGS

Years Ended December 31, 2015 and 2014

See Independent Accountant's Compilation Report

	2015	2014
Balance, beginning	\$ 356,003	\$ 24,541
Net income	379,259	383,730
Distributions	(67,864)	(52,268)
Balance, ending	<u>\$ 667,398</u>	<u>\$ 356,003</u>

EXPRESS TECHNOLOGIES, INC.

STATEMENTS OF CASH FLOWS

Years Ended December 31, 2015 and 2014

See Independent Accountant's Compilation Report

	2015	2014
Cash Flows From Operating Activities		
Net income	\$ 379,259	\$ 383,730
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation	70,130	52,045
Amortization	600	2,850
Loss on asset disposition	287	986
Decrease (increase) in:		
Accounts receivable	(77,193)	(258,667)
Employee advances	(50)	462
Increase (decrease) in:		
Accounts payable	(173,621)	153,106
Payroll liabilities	574	2,424
Net cash provided by operating activities	199,986	336,936
Cash Flows From Investing Activities		
Purchase of property and equipment	(52,870)	(76,111)
Proceeds from sale of property and equipment	1,000	-
Net cash used in investing activities	(51,870)	(76,111)
Cash Flows From Financing Activities		
Repayment from officers	-	2,623
Advances to officers	(1,303)	-
Proceeds (repayments) on line of credit	483	(151,320)
Proceeds from long-term debt	23,800	11,900
Payments of long-term debt	(69,661)	(51,253)
Distributions	(67,864)	(52,268)
Net cash used in financing activities	(114,545)	(240,318)
Increase in cash	33,571	20,507
Cash Balance, beginning	26,860	6,353
Cash Balance, ending	<u>\$ 60,431</u>	<u>\$ 26,860</u>
Supplemental Disclosures of Cash Flow Information		
Cash paid during the year for interest	\$ 20,335	\$ 22,901
Cash paid during the year for state income taxes	5,168	-
Non-Cash Investing and Financing Activities		
Capital assets acquired through long-term debt	\$ 207,503	\$ 51,755
Note payable converted to long-term debt	-	200,000
Repayment of long-term debt from insurance proceeds	-	19,625



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: EXPRESS TECHNOLOGIES INC

Risk ID: 914079330

Rating Effective Date: 08/23/2017

Production Date: 03/17/2017

State: INTERSTATE

State	Wt	Exp Excess Losses	Expected Losses	Exp Prim Losses	Act Exc Losses	Ballast	Act Inc Losses	Act Prim Losses
GA	.07	254	370	116	0	30,125	0	0
VA	.07	15,540	21,096	5,556	18,951	26,375	36,479	17,528
(A) Wt	(B)	(C) Exp Excess Losses (D - E)	(D) Expected Losses	(E) Exp Prim Losses	(F) Act Exc Losses (H - I)	(G) Ballast	(H) Act Inc Losses	(I) Act Prim Losses
.07		15,794	21,466	5,672	18,951	26,440	35,759	16,808

	Primary Losses		Stabilizing Value		Ratable Excess		Totals			
	(I)		C * (1 - A) + G		(A) * (F)		(J)			
Actual	16,808		41,128		1,327		59,263			
	(E)		C * (1 - A) + G		(A) * (C)		(K)			
Expected	5,672		41,128		1,106		47,906			
	ARAP		FLARAP		SARAP		MAARAP		Exp Mod	
Factors	1.28								(J) / (K) 1.24	

REVISED RATING

RATING REFLECTS A DECREASE OF 70% MEDICAL ONLY PRIMARY AND EXCESS LOSS DOLLARS WHERE ERA IS APPLIED.

THE ARAP FACTOR SHOWN IS FOR THOSE STATES CONTAINED ON THIS RATING THAT HAVE APPROVED THE ARAP PROGRAM AND IS CALCULATED BASED ON THE STATE WITH THE HIGHEST APPROVED MAXIMUM ARAP SURCHARGE. THE MAXIMUM ARAP SURCHARGE MAY VARY BY STATE. PLEASE REFER TO EACH STATE'S APPROVED RULES FOR THE APPLICABLE MAXIMUM ARAP SURCHARGE.

REVISED RATING TO INCLUDE UPDATED DATA FOR: VA, POL. #: WC7998549, EFF.: 08/23/2014

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**WORKERS COMPENSATION EXPERIENCE RATING**

Risk Name: EXPRESS TECHNOLOGIES INC

Risk ID: 914079330

Rating Effective Date: 08/23/2017

Production Date: 03/17/2017

State: INTERSTATE

10-GEORGIA

Firm ID:

Firm Name: EXPRESS TECHNOLOGIES INC

Carrier: 21644

Policy No. WC00000037009W

Eff Date: 08/23/2015

Exp Date: 08/23/2016

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
8601	.22	.31	157,872	347	108					
8603	.06	.33	38,583	23	8					
9812	ADDITIONAL PREMIUM			0	0					
Policy Total:				196,455	Subject Premium:	1,387			Total Act Inc Losses:	0

45-VIRGINIA

Firm ID:

Firm Name: EXPRESS TECHNOLOGIES INC

Carrier: 15385

Policy No. WC193211002

Eff Date: 08/23/2013

Exp Date: 08/23/2014

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
5190	1.17	.26	443,433	5,188	1,349	000002163086	06	F	1,028	1,028
7605	.80	.26	2,792	22	6					
8601	.23	.29	279,174	642	186					
8603	.04	.32	423,810	170	54					
8742	.11	.26	223,716	246	64					
8810	.05	.32	80	0	0					
9812	ADDITIONAL PREMIUM			0	0					
Policy Total:			1,373,005	Subject Premium:	15,530	Total Act Inc Losses:			1,028	

45-VIRGINIA

Firm ID:

Firm Name: EXPRESS TECHNOLOGIES INC

Carrier: 11606

Policy No. WC7998549

Eff Date: 08/23/2014

Exp Date: 08/23/2015

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	OF	Act Inc Losses	Act Prim Losses
0930	ADDITIONAL PREMIUM			0	0	21549106	05	O	35,451	16,500
7605	.80	.26	519,763	4,158	1,081					
8742	.11	.26	606,478	667	173					
8810	.05	.32	591,046	296	95					
9812	ADDITIONAL PREMIUM			0	0					
Policy Total:			1,717,287	Subject Premium:	14,476	Total Act Inc Losses:			35,451	

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

Page 2 of 3



WORKERS COMPENSATION EXPERIENCE RATING

Risk Name: EXPRESS TECHNOLOGIES INC

Risk ID: 914079330

Rating Effective Date: 08/23/2017

Production Date: 03/17/2017

State: INTERSTATE

45-VIRGINIA

Firm ID:

Firm Name: EXPRESS TECHNOLOGIES INC

Carrier: 21644

Policy No. WC00000037009W

Eff Date: 08/23/2015

Exp Date: 08/23/2016

Code	ELR	D-Ratio	Payroll	Expected Losses	Exp Prim Losses	Claim Data	IJ	DF	Act Inc Losses	Act Prim Losses
0930			ADDITIONAL PREMIUM	0	0					
5190	1.17	.26	698,198	8,169	2,124					
7605	.80	.26	39,126	313	81					
8742	.11	.26	739,072	813	211					
8810	.05	.32	824,948	412	132					
9812			ADDITIONAL PREMIUM	0	0					
Policy Total: 2,301,344				Subject Premium:	30,587	Total Act Inc Losses:				0

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* Total by Policy Year of all cases \$2000 or less.

D Disease Loss

X Ex-Medical Coverage

U USL&HW

C Catastrophic Loss

E Employers Liability Loss

Limited Loss

Page 3 of 3



SIEMON CI[®] CERTIFICATION

This is to certify that

Express-Tek

of

Fredericksburg, VA

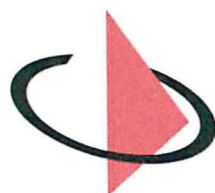
has been approved by The Siemon Company as a Certified InstallerSM to design, install and administer the Siemon Cabling System[®] for Virginia Commonwealth University.

Installations that comply with all Siemon Cabling System[®] design, installation and administration procedures and use Siemon authorized products and qualified cable may be registered and are eligible for the applicable Siemon Cabling System[®] warranty.

Original Approval: October 22, 2015
Current Certificate: October 22, 2015
Date of Expiration: October 22, 2017



on behalf of The Siemon Company
IS-1831-13 Rev B



SIEMON[™]
CERTIFIED INSTALLER

Certificate of Completion

Presented by The Siemon Company

This certifies that

Brandon Wells

of

Express-Tek

has completed the Certification Design Principles and Installation Practices course that is required to become a Siemon Cabling System® Authorized Designer/Installer.

Event ID: OV-SIEM-CT-1114-1. This course is recognized for 21 BICSI CECs

Registration Number: 15102203-N-CT

Original Approval: October 22, 2015

Current Certificate: October 22, 2015

Date of Expiration: October 22, 2017



on behalf of The Siemon Company



Certificate of Completion

Presented by The Siemon Company

This certifies that

Jim Bruce

of

Express-Tek

has satisfactorily completed the online recertification course to maintain the status of a Siemon Cabling System Authorized Designer/Installer.

Event ID: OV-SIEM-CT-1114-2. This course is recognized for 2 BICSI CECs.

Registration #: 12120604-M-FL
Original Approval: December 6, 2012
Current Certificate: June 14, 2015
Date of Expiration: June 14, 2017


on behalf of The Siemon Company



Certificate of Completion

Presented by The Siemon Company

This certifies that

Craig Dunn

of

Express-Tek

has completed the Certification Design Principles and Installation Practices course that is required to become a Siemon Cabling System® Authorized Designer/Installer.

Event ID: OV-SIEM-CT-1114-1. This course is recognized for 21 BICSI CECs

Registration Number: 15102202-N-CT
Original Approval: October 22, 2015
Current Certificate: October 22, 2015
Date of Expiration: October 22, 2017


on behalf of The Siemon Company



Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

BICSI TECHNICIAN

IS AWARDED TO

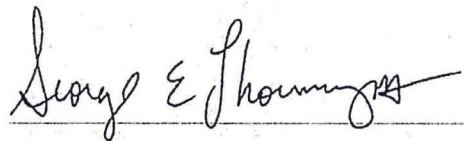
Douglas A Gillingham

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 191285H

Registration Start Date: 4/11/2016

Registration End Date: 4/11/2019



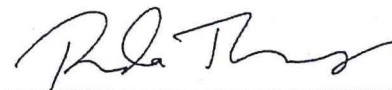
Chair, Registrations & Credentials Supervision Committee



Bicsi
TECHNICIAN

Since

4/4/2002



Director of Credentialing

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

BICSI INSTALLER 2, OPTICAL FIBER

IS AWARDED TO

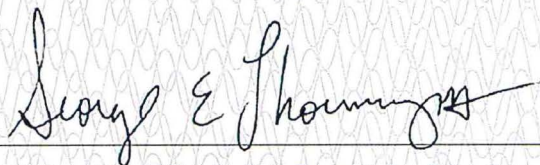
Brandon Wells

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 201026F

Registration Start Date: 12/16/2016

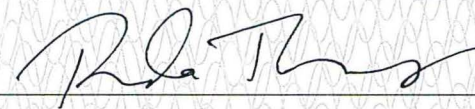
Registration End Date: 1/1/2020



Chair, Registrations & Credentials Supervision Committee



Since
12/16/2016



Director of Credentialing

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

BICSI INSTALLER 2, COPPER

IS AWARDED TO

Scott Hart

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 201045C

Registration Start Date: 12/16/2016

Registration End Date: 1/1/2020



Since
12/16/2016

Chair, Registrations & Credentials Supervision Committee

Director of Credentialing

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

BICSI INSTALLER 2, OPTICAL FIBER

IS AWARDED TO

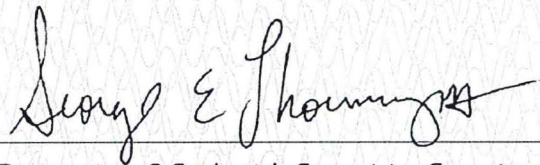
Craig Dunn

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 201023F

Registration Start Date: 12/16/2016

Registration End Date: 1/1/2020

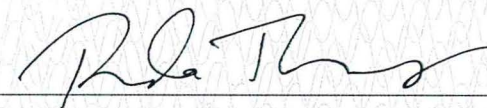


Chair, Registrations & Credentials Supervision Committee



Since

12/16/2016



Director of Credentialing

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

OUTSIDE PLANT DESIGNER

IS AWARDED TO

Klaus J Schmidt

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 1710990

Registration Start Date: 1/1/2015

Registration End Date: 12/31/2017

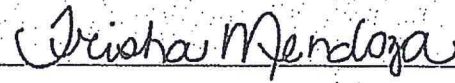


Bicsi
OSP DESIGNER

Since

1/14/2008


Chair, Registrations & Credentials Supervision Committee


Director of Credentialing

THE PROFESSIONAL DESIGNATION OF

BICSI INSTALLER 2, COPPER

IS AWARDED TO

James L Bruce

by BICSI in recognition of having successfully completed BICSI's registration and examination requirements.

Designation Number: 191416C

Registration Start Date: 4/17/2016

Registration End Date: 4/17/2019



Since
4/17/2010

Chair, Registrations & Credentials Supervision Committee

Director of Credentialing



VCU Procurement Office
912 West Grace Street, 5th Floor
Box 980327
Richmond, Virginia 23284

804 828-1077 • Fax: 804 828-9188
TOO: 1-800-828-1120
procurement.vcu.edu

an equal opportunity/affirmative action university

July 3, 2017

Ross Ritenour
Express Technologies, Inc.
P.O. Box 5506
Fredericksburg, VA 22403

RE: RFP # 7406884AA Term Agreements for Network Cabling Services

Good Afternoon,

Thank you for your submittal for the above referenced RFP. The committee is in the final stages of evaluation and is requesting that your firm review and respond to the following:

1) If awarded a contract, do you agree that any contract award will be an optional use, requirements based contract and that VCU is in no way required to make purchases from the Contractor?

☒ X ☐ YES ☐ NO

If NO, please explain.

2) Do you agree that, if awarded a contract, you will actively participate in the SMALL PROJECT MATRIX that may be used for projects less than \$10,000 to supplement the efforts of in-house staff with outside contractors?

☒ X ☐ YES ☐ NO

If NO, please explain.

3) If awarded a contract, will you furnish VCU with a certificate of insurance naming the Commonwealth of Virginia as an additional insured?

☒ X ☐ YES ☐ NO

If NO, please explain.

4) Do you agree to the General Terms and Conditions, the Special Terms and Conditions, and the Non-Capital Outlay Terms and Conditions?

☒ X ☐ YES ☐ NO

If NO, please explain.

5) If awarded a contract, do you agree that your firm will comply with all mandatory (“shall” and “must”) items in the solicitation?

_____X_____YES _____NO

If NO, please explain.

6) Do you agree, if your firm is awarded a contract, that all non-mandatory (“should” and “may”) items will be complied with as mandatory? (Should and May become Shall and Must)

_____X_____YES _____NO

If NO, please explain.

7) If awarded a contract, and, if your firm is not a DSBSD certified Small Business (www.sbsd.virginia.gov/directory), will your firm agree to a 42% commitment of total contract amount to be performed by Department of Small Business and Supplier Diversity (DSBSD) certified SWaM businesses?

_____X_____YES _____NO

If NO, please explain.

1 Statement of Needs (RFP - VI)

Subsection 2

In reference to the additional information as requested by procurement, Express Technologies Inc. (Express-tek) has provided the information below.

Estimated time for response to request for quote

Express-tek has three main contacts listed on the VCU email list who shall receive information from Procurement or Network Services. Within a 24 hour period, Express-tek will respond with an acknowledgment of receipt. As it pertains to any request for proposal (see Exhibit A) from VCU Network Services, Express-tek will coordinate within a 24 hour period to schedule necessary site surveys or work with VCU Network Services to prepare documentation as needed. In both scenarios, the estimating team will begin to prepare a quote and work with vendors to obtain pricing and lead times for the bill of materials. Quotes and proposal will be sent out within the time established by either VCU Procurement or VCU Network Services.

Estimated time for response from notice to proceed

Once Express-tek has received a purchase order from Procurement, we will begin to secure all material required and will schedule with Network Services an agreed date to begin the project. If the project is “fast-tracked”, Express-tek will provide the necessary manpower as quick as possible to meet any deadlines required by VCU. **With nearly half of Express-tek’s workforce located within the Richmond metropolitan area, assembling man power for this project would not be an issue. Express-tek has a shared warehouse facility in Ashland to store material until it is needed to reduce mobilization times.** If a purchase order is being prepared but not received by Express-tek, we will be in constant communication with VCU Network Services to remedy any delays foreseen. All of this is based on material lead times and accessibility to the project.

Estimated time for completion

Based on the example scenario provided, Express-tek has estimated the rough-in hours to be 44 hours to install pathways and cabling to stations. The closet build-out time (including rack build-out and fiber backbone installation) is estimated to be 9.5 hours. The total termination, labeling, and testing time for both copper and fiber is estimated at 35.5 hours. A return trip to install three WAPs is estimated at 2 hours. Express-tek has estimated 8 hours for a punchlist, including walkthrough, cleanup, project management, and close-out documentation, which includes cable warranty certification. Total, this project is estimated to be 99 hours of labor.

Method of performance

On day 1, Express-tek will acquire all rough-in material as needed and begin the rough-in with one certified Siemon technician and one cable installer. It would take three days to complete all

pathways and cabling installation. On day 4, the rack will be installed (along with all necessary ladder tray and brackets needed to support cabling in the IDF) and fiber will be installed to the rack. On day 5, the tech will return to make all fiber terminations for the backbone and beginning the terminations of Cat6 cables on the rack. On day 6, the techs will return to finish the terminations at the rack and complete the terminations of the station side. On day 7, the final terminations will be installed into faceplates, labeled accordingly, and test all copper and fiber terminations as needed. On the final day, whenever is most convenient for VCU, the Siemon tech will return to install the WAPs and do final inspections and walkthrough with VCU Network Services. After completion, all documentation will be submitted to The Siemon Company to receive the 25 year cabling warranty as requested in the scope of work.

Bill of Materials

See Exhibit B for a bill of materials list.

Exhibit A

Example Proposal



1127 INTERNATIONAL PARKWAY SUITE 293
FREDERICKSBURG, VA 22406
540.752.6691 (O) 540.752.6694 (F)

RFP No. XXXXX-AA

Name of Customer: **VCU Network Services**

Date: **May 26, 2017**

Proposal Submitted to: **Robert Small**

Phone # **804-827-3207**

Email **rsmall@vcu.edu**

We propose to furnish labor and material, for the installation of the scope of work as listed below for the Telecommunications at RFP No. XXXXX-AA.

Included

- Furnish and install J-hook cabling support system as required by scope
- Furnish, install, terminate and test (42) Mohawk Cat 6 plenum cables as shown for station locations
- Furnish, install, terminate and test (6) Mohawk Cat 6 plenum cables as shown for wireless access points
- Terminate on headend with Siemon Z6-20 ivory zmax jacks
- Terminate floor station jacks with MX6-F-20 jacks
- Terminate wireless access points with Z6-20 ivory zmax jacks
- Furnish and install (1) Siemon RS-07S 2 post rack in data closet
- Furnish and install (2) 4 inch sleeves to data closet
- Furnish and install support systems for cabling within the data closet, including basket tray and tray to rack mount
- Furnish and install (2) Siemon MX-PNL-48 patch panels and populate with Z6-20 jacks and blank off unused patch panel space
- Furnish and install a 24 strand single mode fiber from existing closet to new closet
- Fusion splice the 24 strand single mode fiber using LC connections
- Testing of all strands of installed fiber
- Ground the rack system to the TGB in the data closet
- Provide (48) 10 ft Cat 6 patch cord for station location patching
- Provide (48) 1 ft Cat 6 patch cords for patching at the data closet
- Price this to include a return trip to install the WAPs if they are not available at the time of cable installation completion
- Fire stop as required for project
- Truck/Tools/Ladders/Safety/ Testing Equipment
- All work to be performed during normal hours
- 25 year Siemon Warranty

Terms Agreements for Network Cabling Services – RFP #7406884AA

- All work performed in accordance with our VCU cabling terms contract #7406884AA

Excluded

- Excludes any permits or inspections
- Conduit and stub-up at stations
- Any delays outside of Express Tek control shall be additional to the contract amount.
- Any delays due to lack of access to required work areas by others shall be additional to the contract amount
- Does not include any weekend, after hours or holiday work

Express -Tek will require a Purchase Order Number. Net 30

Contract Price \$xxxx.xx

Authorized Signature:_____ **Date :**_____

Express Technologies Incorporated proposes to furnish all labor and materials to complete the work as specified above. All agreements are contingent upon the availability of materials, equipment and any other delays beyond our control. This proposal is valid for a period of 90 days from the date sent. This price is given as a whole and is not intended to be separated

Thank you for allowing Express-Tek the chance to bid this project

Exhibit B**Bill of Materials**

RFQ No. XXXXXX-AA							
Exhibit B Bill of Materials							
<u>Materials</u>	<u>Quantity</u>	<u>Unit</u>	<u>Price</u>	<u>Extended</u>	<u>Manuf</u>	<u>Cat#</u>	
2 post relay rack	1	ea	\$0.00	\$0.00	siemon	RS-07S	
cat6 48 port patch panel	2	ea	\$0.00	\$0.00	siemon	MX-PNL-48	
12" basket tray 10ft	2	ea	\$0.00	\$0.00			
wall angle supports	3	ea	\$0.00	\$0.00	cpi	11421-712	
tray to rack mounting kit	1	ea	\$0.00	\$0.00	cpi	10595-712	
cat6 plenum lime green	8	ea	\$0.00	\$0.00	mohawk	M57197	
cat6 jack ivory for patch panel	54	ea	\$0.00	\$0.00	siemon	Z6-20	
cat6 jack ivory for station side	42	ea	\$0.00	\$0.00	siemon	MX6-F-20	
single gang 4 port ivory face plate	25	ea	\$0.00	\$0.00	siemon	MX-FP-S-04-20	
ivory blanks bag of 10	13	ea	\$0.00	\$0.00	siemon	MX-BL-20	
standard singlegang plastic surface mount box	3	ea	\$0.00	\$0.00	siemon	MX-SMZ-2-02	
cat6 1 ft green	48	ea	\$0.00	\$0.00	siemon	MC6-8-T-01-07	
cat6 10 ft white	50	ea	\$0.00	\$0.00	siemon	MC6-8-T-10-02	
24 strand singlemode non plenum	70	ft	\$0.00	\$0.00	occ		
12 port adapter plate single mode	2	ea	\$0.00	\$0.00	occ	6112SMDLC	
wall mount 36 port fiber enclosure	1	ea	\$0.00	\$0.00	occ	RTC36B	
12 fiber sm lc pigtails	4	ea	\$0.00	\$0.00	occ		
splice tray	2	ea	\$0.00	\$0.00	occ	R24S	
heat shrink	1	ea	\$0.00	\$0.00			
2" batwing style jhooks	40	ea	\$0.00	\$0.00	Caddy	CAT34Z34	
6 ft grid wire with pin	25	ea	\$0.00	\$0.00		CWS6	
4"x12" snake tray		ft	\$0.00	\$0.00	snake tray	CM201-425-D-8	
Black Tape	2	ea	\$0.00	\$0.00	3M	Tartan1710-3M	
Ramset shot	2	ea	\$0.00	\$0.00	Ramset	4D60	
7" plenum Zip Ties 100 pack	1	pk	\$0.00	\$0.00	Tyco	CC7-750-P	
11" plenum Zip Ties 100 pack		pk	\$0.00	\$0.00	Tyco	CC7-1150-P	
3/4 velcro roll	1	ea	\$0.00	\$0.00	Panduit	HLS75RO	
Fire Putty		pck	\$0.00	\$0.00	3M	SSP100	
Fire Caulk	2	tubes	\$0.00	\$0.00	3m	SSS100	