

# VCU Procurement Services

Date: June 01, 2022

FiberPlus, Inc.  
Patrick Edwards  
8240 Preston Court, Suite C  
Jessup, MD 20794  
[pedwards@fiberplusinc.com](mailto:pedwards@fiberplusinc.com)

Procurement Services  
University Purchasing

912 W Grace Street, 5<sup>th</sup> Floor  
Box 980327  
Richmond, Virginia 23284

804 828-1077  
Fax: 804 828-7837  
TDD: 1-800-828-1120  
[www.vcu.edu/procurement](http://www.vcu.edu/procurement)

RE: Contract #: 7406884AA  
Extension of Contract

Dear Patrick,

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](mailto: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 cursive script that reads "Jason Lofgreen".

Jason Lofgreen, CUPO  
Senior Buyer

Contract #: 7406884AA

**RESPONSE:**

FiberPlus, Inc.

Name of Firm

  
Signature

Patrick Edwards  
Name Printed

Business Development  
Title

06/01/2022  
Date



# VCU Procurement Services

July 29, 2021

FiberPlus, Inc.  
Jim Kwiatkowski  
8240 Preston Court, Suite C  
Jessup, MD 20794  
jkwiatkowski@fiberplusinc.com

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

To Whom It May Concern:

FiberPlus, 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](mailto:lofgreenj@vcu.edu)

Sincerely,

*Jason Lofgreen*  
Jason Lofgreen  
Senior Buyer, CUPO

Contract #: 7406884AA

**RESPONSE:**

FiberPlus, Inc.

Name of Firm

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*Susan Campbell*

Signature

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Susan Campbell

Name Printed

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Branch Manager

Title

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7.27.21

Date

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# VCU Procurement Services

July 20, 2020

FiberPlus, Inc.  
Jim Kwiatkowski  
8240 Preston Court, Suite C  
Jessup, MD 20794  
jkwiatkowski@fiberplusinc.com

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

To Whom It May Concern:

FiberPlus, 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](mailto:lofgreenj@vcu.edu)

Sincerely,

*Jason Lofgreen*  
Jason Lofgreen  
Senior Buyer, CUPO

Contract #: 7406884AA

**RESPONSE:**

FiberPlus, Inc.

Name of Firm



Signature

Jim Kwiatkowski

Name Printed

Branch Manager

Title

7/20/20

Date



# VCU Procurement Services

July 22, 2019

FiberPlus, Inc.  
Jim Kwiatkowski  
8240 Preston Court, Suite C  
Jessup, MD 20794  
jkwiatkowski@fiberplusinc.com

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

To Whom It May Concern:

FiberPlus, 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](mailto:lofgreenj@vcu.edu)

Sincerely,

*Jason Lofgreen*  
Jason Lofgreen  
Senior Buyer

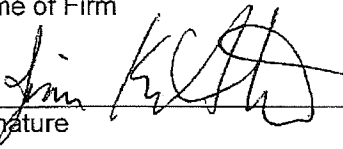
Contract #: 7406884AA

RESPONSE:

FiberPlus, Inc.

Name of Firm

Signature



Jim Kwiatkowski

Name Printed

Branch Manager

Title

7/22/19

Date





# VCU

## Procurement Services

Date June 30, 2018

Jim Kwiatkowski  
FiberPlus, Inc.  
8240 Preston Court, Suite C  
Jessup, MD 20794

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

Procurement Services  
University Purchasing

912 W Grace Street, 5<sup>th</sup> Floor  
Box 980327  
Richmond, Virginia 23284

804 828-1077  
Fax: 804 828-7837  
TDD: 1-800-828-1120  
[www.vcu.edu/procurement](http://www.vcu.edu/procurement)

Dear Mr. Kwiatkowski:

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](mailto:aranthes@vcu.edu). If you have any questions, please contact me at (804) 828-1070.

Sincerely,

Amy Anthes  
Category Manager

Contract #: 7406884AA

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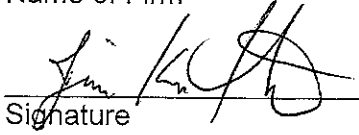
**RESPONSE:**

FiberPlus Inc.

Name of Firm

---

Signature



Jim Kwiatkowski

Name Printed

---

Branch Manager

Title

---

7/3/18

Date

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**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](mailto: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., 5<sup>TH</sup> 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 ( <i>Signature In Ink</i> ): _____
_____ Zip Code _____	Name Typed: _____
E-Mail Address: _____	Title: _____
Telephone: ( ____ ) _____	Fax Number: ( ____ ) _____
<b>Toll free, if available</b>	<b>Toll free, if available</b>
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](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](mailto: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 50/125 $\mu$ m, 62.5/125 $\mu$ m and 8.3/125 $\mu$ m 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 50/125 $\mu$ m, 62.5/125 $\mu$ m and single mode optical fiber.
  - v. Have a quick field termination incorporating a dual-process activation to reduce termination time.
  - vi. Available for terminating 900 $\mu$ m 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 62.5/125 $\mu$ m 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 50/125 $\mu$ m 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 50/125 $\mu$ m or 62.5/125 $\mu$ m fiber shall be as noted above.
- ix. The 62.5/125 $\mu$ m fiber shall have a guaranteed transmission distance for Gigabit Ethernet of 275 meters at 850nm and 550 meters at 1300nm. The 50/125  $\mu$ m 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/ (nm<sup>2</sup>-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).
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- 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.)
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- 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](mailto: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](http://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](http://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](http://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](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto: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, 5<sup>th</sup> 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 the 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 Contractor, 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](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](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 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).

Name of Businesses:

SB, WO, MO:

Role in contract:

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**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](mailto: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](mailto: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

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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

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Name of Firm

---

Signature/Title

---

Date



# VCU

# Procurement Services

## COMMONWEALTH OF VIRGINIA STANDARD CONTRACT

**Contract Number:7406884AA**

This contract entered into by FiberPlus, 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:**

FiberPlus, Inc.

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

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

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

*Jim Kwiatkowski*  
\_\_\_\_\_  
*Jim Kwiatkowski*

*Branch Manager*  
\_\_\_\_\_

*7/24/17*  
\_\_\_\_\_

**PURCHASING AGENCY:**

Virginia Commonwealth University

By: \_\_\_\_\_

Name Printed: \_\_\_\_\_

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

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

*Brenda Mowen*  
\_\_\_\_\_  
Brenda Mowen

*Director of Procurement*  
\_\_\_\_\_

*7/26/17*  
\_\_\_\_\_



**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](mailto: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., 5<sup>TH</sup> 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 ( <i>Signature In Ink</i> ): _____
_____ Zip Code _____	Name Typed: _____
E-Mail Address: _____	Title: _____
Telephone: ( ____ ) _____	Fax Number: ( ____ ) _____
<b>Toll free, if available</b>	<b>Toll free, if available</b>
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](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](mailto: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 50/125 $\mu$ m, 62.5/125 $\mu$ m and 8.3/125 $\mu$ m 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 50/125 $\mu$ m, 62.5/125 $\mu$ m and single mode optical fiber.
  - v. Have a quick field termination incorporating a dual-process activation to reduce termination time.
  - vi. Available for terminating 900 $\mu$ m 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 62.5/125 $\mu$ m 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 50/125 $\mu$ m 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 50/125 $\mu$ m or 62.5/125 $\mu$ m fiber shall be as noted above.
- ix. The 62.5/125 $\mu$ m fiber shall have a guaranteed transmission distance for Gigabit Ethernet of 275 meters at 850nm and 550 meters at 1300nm. The 50/125  $\mu$ m 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/ (nm<sup>2</sup>-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).
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- 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](mailto: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](http://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](http://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](http://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](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto: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, 5<sup>th</sup> 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 the 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 Contractor, 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](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](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 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).

Name of Businesses:

SB, WO, MO:

Role in contract:

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**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](mailto: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](mailto: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

Term Agreements for Network Cabling Services

Response for RFP # 7406884AA

By



April 28, 2017  
Jim Kwiatkowski  
Branch Manager  
(804) 212-2798



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Very truly yours,

Amy Anthes

Phone: (804) 828-1070

Fiber Plus Inc.  
Name of Firm

Jamie Anthes / Branch Manager  
Signature/Title

4/26/17  
Date





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THIS DOCUMENT IS PROPRIETARY AND SHALL NOT BE REPRODUCED OR DISTRIBUTED WITHOUT PRIOR WRITTEN CONSENT FROM FIBERPLUS, INC.

8221 Hermitage Road, Henrico, VA 23228  
Telephone: (804) 264-1880 Fax: (804) 264-2009  
[www.fiberplusinc.com](http://www.fiberplusinc.com)



**VCU**

# Request for Proposals

RFP #: 7406884AA

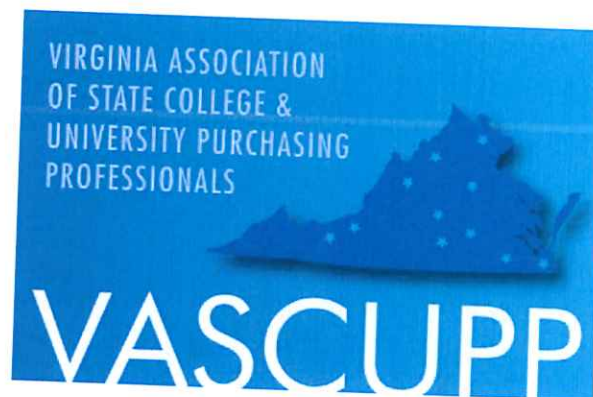
RFP Title #: Term Agreements for Network Cabling Services

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 aranches@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:

FiberPlus, Inc  
8221 Hermitage Road  
Henrico, VA Zip Code 23228  
E-Mail Address: jamesk@fiberplusinc.com  
Telephone: ( 804 ) 212-2798  
Toll free. if available  
DUNS NO.: 78-6651067

Date: 4/26/17  
By (Signature In Ink):   
Name Typed: James Kwiatkowski  
Title: Branch Manager  
Fax Number: ( ) 264-2009  
Toll free. if available  
FEI/FIN NO.: 52-1762520

REGISTERED WITH eVA: (x) YES ( ) NO SMALL BUSINESS: (x) YES ( ) NO  
VIRGINIA DSBSD CERTIFIED: (x) YES ( ) NO MINORITY-OWNED: ( ) YES ( ) NO  
DSBSD CERTIFICATION #: 666745 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](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](mailto: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 50/125 $\mu$ m, 62.5/125 $\mu$ m and 8.3/125 $\mu$ m 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 50/125 $\mu$ m, 62.5/125 $\mu$ m and single mode optical fiber.
  - v. Have a quick field termination incorporating a dual-process activation to reduce termination time.
  - vi. Available for terminating 900 $\mu$ m 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 3/4 " 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 1/2" 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 62.5/125 $\mu$ m 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 50/125 $\mu$ m 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 50/125 $\mu$ m or 62.5/125 $\mu$ m fiber shall be as noted above.
- ix. The 62.5/125 $\mu$ m fiber shall have a guaranteed transmission distance for Gigabit Ethernet of 275 meters at 850nm and 550 meters at 1300nm. The 50/125  $\mu$ m 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/ (nm<sup>2</sup>-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. 2705059882

Class A Contractor:  Yes  No

Expiration Date: 1.31.17

Specialty: Ele

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	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Cat5e/6e+	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Fiber Optics	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Video/Cabling	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Labor Only Jobs	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Project Management	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	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:

25 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.

VCU, College of William & Mary and Randolph Macon



- 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.

Appendix A - Siemon Certification

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).

Appendix B Project Examples

- 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.    Appendix C Staff
- 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.)

Appendix B Project Examples

- 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.    Appendix C Staff
- 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.

Appendix D Execution

- 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.

Appendix E Quality Control

- 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.

Appendix F Testing

- 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.

Appendix G References

- 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. None

- 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.

Appendix H COI

- 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.

Appendix I Financials

**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](mailto: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](http://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](http://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 acknowledges that for the purposes of this Contract it will be designated as a "school official" with "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 party except as provided for in this Contract, required by law, or authorized in writing by the 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: <u>Amy Anthes</u> Name of Offeror	<u>4.28.17</u> Due Date	<u>11:00 AM</u> Time
<u>912 W Grace St, 5th Floor</u> Street or Box Number	<u>7406884AA</u> RFP No.	
<u>Richmond, VA 23284</u> City, State, Zip Code +4	<u>Term Agreements for Network Cabling Services</u> 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. Appendix K Warranty
- 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. Appendix L 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](http://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](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto: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. 2705059882A Specialty: Ele  
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, 5<sup>th</sup> 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 the 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 Contractor, 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](http://procurement.vcu.edu/media/procurement/pdf/document-library/RFP%20Website%20Link%20Appendix%201.pdf)

- B: Appendix II – Invoicing and Payment

[http://procurement.vcu.edu/media/procurement/pdf/document-library/RFP Website Link Appendix 2.pdf](http://procurement.vcu.edu/media/procurement/pdf/document-library/RFP%20Website%20Link%20Appendix%202.pdf)





## Appendix 1

## 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:

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**Commitment for utilization of DSBSD SWaM Businesses:**

0 % 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: Jim Kwiatkowski

Title: Branch Manager

Email: jamesk@fiberplusinc.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 2



## 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](mailto: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](mailto: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: Jim Kwiatkowski  
Title: Branch Manager  
Name of Firm: Fiber Plus 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: Damian Biggs  
Title: Accounts Receivables Manager  
Mailing address: 8240 Preston Court, Suite C  
Jessup, Maryland, 20794  
Email address: dbiggs@fiberplusinc.com  
Phone number: 301-957-2119  
Fax number: 301-317-8585





## Appendix A

# Certificate of Completion

Presented by The Siemon Company

This certifies that

**Louis Ruffin**

of

**Fiber Plus, Inc**

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 #: 12060814-M-VA

Original Approval: June 8, 2012

Current Certificate: May 10, 2016

Date of Expiration: May 10, 2018

  
on behalf of The Siemon Company





## Appendix B



## Project Examples

### Henrico County Public Schools

44 Elementary Schools – totaling 1,508 Category 6A cables

This project was completed in a two month timeframe with restricted access

The project came in under budget and on time

### William and Mary College

Tyler Hall

900 Category 6e cables, backbone consisted of both inside and outside plant including steam tunnel work. Inside plant consisted of 2) 6-strand 62.5/125 fibers, 12- strand sm, 25 pair category 3 copper, RG-11 to four IDFS. The outside plant consisted of 800' of each 12-strand sm and 12-strand mm, 25 pair category 3 copper and 500 series coax within the confined space of a steam tunnel

This project was completed in 3 months

The project came in on budget and on time

### William and Mary College

School of Business

1,200 Category 6e cables and backbone for the inside plant of 3) 6-strand fibers, 2) 12-strand fibers, 25 pair copper category 3 cable, RG-11 to six IDFS. The outside steam tunnel work included 1200' of each 12-strand sm and 12-strand mm, 25 pair category 3 copper and 500 series coax

This project was completed in 8 months

The project came in on budget and on time

THIS DOCUMENT IS PROPRIETARY AND SHALL NOT BE REPRODUCED OR DISTRIBUTED WITHOUT PRIOR WRITTEN CONSENT FROM FIBERPLUS, INC.

8221 Hermitage Road, Henrico, VA 23228  
Telephone: (804) 264-1880 Fax: (804) 264-2009  
[www.fiberplusinc.com](http://www.fiberplusinc.com)



## CORPORATE CAPABILITIES

Celebrating our 23<sup>rd</sup> year, FiberPlus, Inc. (FPI) is a Vietnam Era Veteran Owned Business, headquartered in Jessup, Maryland, with offices in Richmond, VA and Harrisburg, PA. FiberPlus has earned a reputation as a premier provider of innovative structured cabling, electronic security solutions and distributed antenna systems.

### Core Capabilities

- **Communications-** Structured Cable Solutions, Voice, Data, Wireless, CATV, PON, Outside Plant
- **Electronic Security Systems** Access Control, Intrusion Detection, CCTV/Video Surveillance, Biometrics, Central Station UL 2050 Installation & Monitoring
- **Distributed Antenna Systems (DAS)** –Life Safety, Cellular Signal Enhancement

### Our Story

Our CEO and founder served 21 years in the U.S. Navy, retiring with the rank of Commander. His duties included leading a special intelligence group providing real time intelligence to the Navy and Air Force crews flying missions over North Vietnam. FPI was started in 1992 to provide customers with what was then a brand new technology – Fiber Optics. FPI's earliest contracts were with the Federal Intelligence Community and the State of Maryland. The latter covered support for all state agencies. In 1997 we opened our Harrisburg, PA office, in 2002 we opened our Richmond, VA branch and in 2015 we opened our Columbus, OH branch. In 2010 FPI began offering Electronic Security Systems and Distributed Antenna Systems.

### Differentiators

Turnkey Solutions (Design, Install & Maintain)

- Serving the Intelligence Community since 1992
- Dedicated Quality Control & Safety Manager
- BICSI RCDD's & BICSI Certified Technicians & Installers
- Over 200 employees servicing the Mid-Atlantic Region

**FiberPlus, Inc. is a registered DOD, SAM, and ARC contractor**  
**FiberPlus, Inc. holds a Virginia DCJS License 11-5027 and a MD compliance License**  
**State of MD Contract #060B1400067–Cable and Wiring Materials and Services - Outside**  
**Plant FA I, FA II, & FA III**

**Primary NAICS Codes: 237130, 238210, 517110, 541512, 541513, 541690, 561621**  
**GSA Schedule 70 Contract #GS-35F-0941N**  
**UL CRZH BP10514**

**2012 Washington Building Congress Craftsmanship Award Winner for**  
**Telecommunications Systems and Facilities**



## Appendix C





FIBERPLUS

KEY PERSONNEL & EXPERIENCE

Name	Position	Yrs. Industry Experience	Yrs. w/Company
CS	Owner/President	20+	23
TC	Vice President	21	21
JM	Project Manager	24	23
HW	Master Electrician/Quality Assurance	37	17
ML	Senior Security Systems Engineer	15	5
JG	Chief Financial Officer	20+	14

*CS, Owner/President*

CS has more than 30 years of experience in the design, installation and operation of communications systems. He has over 21 years experience as a naval officer specializing in the management of voice and data communications projects on board naval vessels and ashore. He served in Vietnam where he supervised airborne electronics surveillance and security units. After retiring from Naval service, CS was employed for six years as an engineer for Lockheed Missiles and Space Co. where he was responsible for the development and integration of communications systems. CS has also been employed by two major federal security agencies as an expert in electronic security measures. In 1992, CS started FiberPlus, Inc., a company specializing in the design and installation of fiber and copper data and voice communications systems. He is active in industry affairs and is a member of the board of directors of the Maryland Information Technology Center, a non-profit organization composed of federal and local government agencies and private industry.

*TC, Vice President*

TC has 21 years in the communications industry and eight years in general construction. He has come up through the ranks of FiberPlus, Inc., growing from cable technician to crew leader to Director of Operations in the Jessup facility and to his current position directing operational activities throughout the company.

*JM, Operations and Project Manager*

JM has 24 years of experience in the communications industry, most of which has been with FiberPlus, Inc. He began his career here in 1993 and after ten years moving up the ranks in the field, he was promoted to Operations Manager for the FiberPlus, Inc. Federal Services Division, and assigned to Project Management. As such, he is responsible for overseeing and participating at many levels, in regards to operations of both large and small projects. This includes the supervision of 20 to 50 employees; working directly with customers and contractors to insure accurate scheduling, manpower and material; evaluating and assisting in Cable Plant design to insure all security requirements are met; preparing, evaluating and submitting all documentation; and verifying new and existing site compliance with "National Security Telecommunications and Information Systems Security Standards." JM holds a Top Secret level security clearance from the Department of Defense.

### *HW, Quality Assurance & Safety*

HW is a Master Electrician who performs the FiberPlus, Inc. Quality Assurance inspections of work-in-progress to ensure work is in compliance with contract requirements. He performs this function on a full time basis, and reports directly to company President. He also performs periodic unannounced inspections to insure compliance with appropriate National Specifications and Standards and State and Local Codes. He performs final walk throughs as required.

### *Crew Leaders/Technicians*

FiberPlus, Inc. has 25 designated full time crew leaders. The average crew consists of one crew leader and two technicians. All of our Installation Crew Leaders are BICSI certified, as are most of our Installation Technicians. A Crew Leader is assigned as the responsible on-site representative of FiberPlus Inc., and is directly responsible for ensuring each assigned work order is completed on-schedule, and that workmanship is consistent with all applicable contract requirements, specifications, standards and codes. The Crew Leader is the on-site interface with the customer. They are responsible for resolving customer concerns, ensuring all work is conducted without interference to customer daily activities, and to ensure technicians observe pertinent safety regulations and that work areas are maintained in a safe and clean condition.

## Attachment C

### Other Key Staff

Other Key Staff	Vendor Name:
Name	Neang Sok
# Years Experience	21 years
Briefly describe 3 projects of comparable size, type (integration of multiple vendor's software, support services, etc.) complexity that demonstrates successful experience.	1) installed 1600 cables built 16 IDFs prior to deadline 2) installed 1250 cables built 12 IDFs made deadline 3) completed 20 floors of cable after hours and made sure daily that system was operational for staff arrival every morning.
Approximate begin and end dates of each project	1) June 2015-Aug 2015 2) July 2014-Sept 2015 3) May 2013-Oct 2013
Approximate Project Cost	1) 400K, 2) 375K 3) 1.75M
Describe knowledge and experience related to K12 technology implementations	Neang understands that projects for VCU require clean, neat and organized project as time to complete is always very quick.
Education/Training/Certifications	Corning Training, OSHA 10 training, Hubbell Training, and will be taking the Siemon test for certification in May
References	
Define the time devoted to the referenced projects	Was on site lead so there throughout the process managing multiple crews in an effort to make deadlines.
Define role and responsibility related to the referenced projects	Defined goals that needed to be completed daily in order to maintain schedule for the crews. Interfaced with customer, GC and other trades during weekly project meetings.
Define the projected time this individual will be devoted to this project	Daily
Define the role and responsibility for this individual as it would relate to this project	Neang would be running multiple crews if needed to make targeted date

## Attachment C

### Other Key Staff

Other Key Staff	Vendor Name:
Name	Jim Kwiatkowski
# Years Experience	19 years
Briefly describe 3 projects of comparable size, type (integration of multiple vendor's software, support services, etc.) complexity that demonstrates successful experience.	1) oversaw installation of 2,300 cables & completed before deadline 2) oversaw installation of 950 cables after hours and made sure that work environment was cleaned and fully functional prior to staff returning to work in the morning. 3) oversaw installation of 1900 cables in a 2 months with limited access
Approximate begin and end dates of each project	1) June 2015-Aug 2015 2) June 2014-Aug 2014 3) 2012-2014
Approximate Project Cost	1) 250K 2) 175K 3) 150K
Describe knowledge and experience related to K12 technology implementations	Jim understands that with VCU projects that time is of the essence and that setting completion goals for his staff is critical to maintain the schedule.
Education/Training/Certifications	
References	
Define the time devoted to the referenced projects	Jim was on site throughout the duration of these projects.
Define role and responsibility related to the referenced projects	Jim was responsible for maintaining the work flow and keeping materials in sync with the work being done. He attended weekly project meetings and provided progress updates to the GC and the end user.
Define the projected time this individual will be devoted to this project	Daily
Define the role and responsibility for this individual as it would relate to this project	Jim would be involved from the beginning to the end of all VCU projects to make sure that they stay on schedule.

# COMMONWEALTH OF VIRGINIA



## DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

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

### Fiber Plus, Inc.

is a certified Small Business meeting all the eligibility requirements set forth under the Code of Virginia Section 2.2-16.1 et seq. and Administrative Code, 7VAC 13-20 et seq.

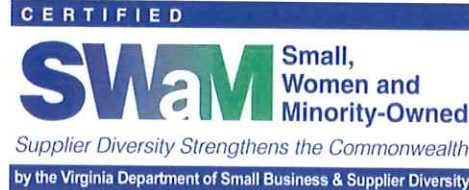
**Certification Number: 666745**

**Valid Through: February 25, 2019**

Accordingly Certified

A handwritten signature in blue ink, appearing to read "Tracey G. Wiley".

**Tracey G. Wiley, Director**



# MEMBERSHIP CERTIFICATE

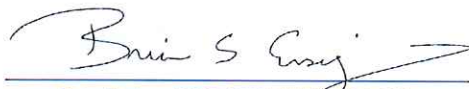
This certifies that

## FiberPlus, Inc.

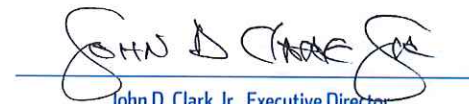
is a BICSI Member in good standing through

### May 1, 2018

PAGE 61



Brian Ensign, RCDD, RTPM, NTS, OSP, CSI  
BICSI President



John D. Clark Jr., Executive Director  
& Chief Executive Officer



*advancing the information and  
communications technology community*

*Building Industry Consulting Service International*

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IS AWARDED TO

**Christopher Kincade**

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

PAGE 62

Designation Number: 172769R  
Registration Start Date: 1/1/2015  
Registration End Date: 12/31/2017



**Bicsi**  
**RCDD**  
Since  
5/21/2005

Chair, Registrations & Credentials Supervision Committee

Director of Credentialing

*Building Industry Consulting Service International*

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**Thomas L Christison**

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Designation Number: 181304R  
Registration Start Date: 1/1/2016  
Registration End Date: 12/31/2018



**BICSI**  
**RCDD**  
Since  
8/23/1997\*

Chair, Registrations & Credentials Supervision Committee.

Director of Credentialing



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**Douglas Hyde**

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PAGE 64

Designation Number: 183332R  
Registration Start Date: 1/1/2016  
Registration End Date: 12/31/2018



**Bicsi**  
**RCDD**  
Since

7/29/2006

*George E. Shaw*

Chair, Registrations & Credentials Supervision Committee

*R. J. [Signature]*

Director of Credentialing

Building Industry Consulting Service International

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Steven M Bass

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

PAGE 65

Designation Number: 191483R

Registration Start Date: 1/1/2017

Registration End Date: 12/31/2019



Since

9/21/1998

*George E. Shoumgo*

Chair, Registrations & Credentials Supervision Committee

*R. J. Thomas*

Director of Credentialing

*Building Industry Consulting Service International*

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**Daniel C Berlin**

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

Designation Number: 191736R  
Registration Start Date: 1/1/2017  
Registration End Date: 12/31/2019



4/8/2013

*George E. Shoumry*

Chair, Registrations & Credentials Supervision Committee

*R. J. Thomas*

Director of Credentialing

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

**BICSI TECHNICIAN**

IS AWARDED TO

**Michael Owens**

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

Designation Number: 191497H

Registration Start Date: 8/1/2016

Registration End Date: 8/1/2019



Since

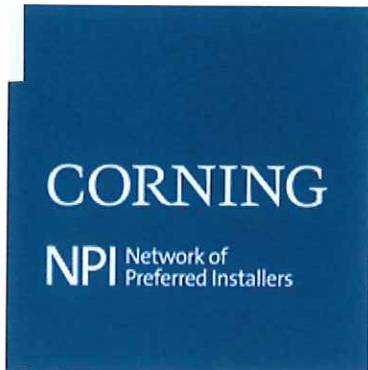
7/23/2010

Chair, Registrations & Credentials Supervision Committee

Director of Credentialing



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## Corning Optical Communications Network of Preferred Installers

FiberPlus Inc. Maryland

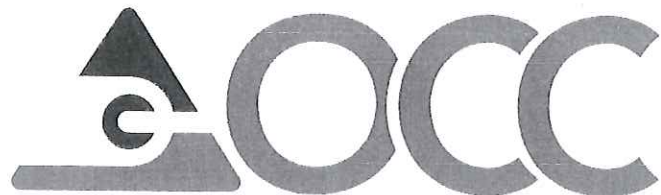
Certified Member

2017 Member in Good Standing

Stuart Hoiness  
Senior VP  
Enterprise Networks, TCO

Regina McCaughan, Program Manager  
Enterprise Networks  
Network of Preferred Installers

Rendered: Wed Mar 08 14:51:15 GMT 2017



OPTICAL CABLE CORPORATION  
Multimedia Design & Integration Specialist (MDIS)  
Certification Program

*Fiber Plus, Inc.*

Has completed training on Copper Category and Fiber Optic standards, testing methods, and OCC fiber optic and copper cable and connectivity product installation practices and  
Entitles the Certified OCC MDIS Installer to offer end users a  
25 Year Performance Assurance Warranty on Fiber Optic and Copper Applications



CERTIFIED INSTALLER

Certificate Number: O47-0189-090506

Certified by: Optical Cable Corporation

Certificate Date: September 2016 – September 2017

*Gina Knapp*

Gina Knapp  
MDIS Administrator

**Certificate of Training**

Let it be known that  
**Keith Langkam**

has successfully completed the training requirements of the  
**FutureFLEX® Installation Standards Course**

Class Date:  
September 29, 2016



**SUMITOMO ELECTRIC**  
Lightwave Corp.

Valid Through:  
September 29, 2018



Event ID: OV-SUM-NC-0915-1  
BICSI CECs Awarded:  
 RCDD  RITP  RTPM  
 OSP  ITS Installer2, Copper/Optical  
Fiber  
 ITS Technician  Certified Trainer

Approved by:

*Kent Templeman*

Director of Engineering and Training

# Certificate of Training

Let it be known that  
**Major Ron Robinson**

has successfully completed the training requirements of the  
**FutureFLEX® Installation Standards Course**

Class Date:  
September 29, 2016



**SUMITOMO ELECTRIC**  
Lightwave Corp.

Valid Through:  
September 29, 2018

**Bicsi**  
CONVENTIONAL • FIBER • RING  
COMMUNICATIONS



Event ID: OV-SUM-NC-0915-1

BICSI CECs Awarded:

7 RCDD 7 RITP 7 RTPM

7 OSP 7 ITS Installer2, Copper/Optical  
Fiber

7 ITS Technician 7 Certified Trainer

Approved by:

*Kent Jenpleman*

Director of Engineering and Training



# Certificate of Training

Let it be known that  
**Jamie Newman**

has successfully completed the training requirements of the  
**FutureFLEX® Installation Standards Course**

Class Date:  
September 29, 2016



**SUMITOMO ELECTRIC**  
Lightwave Corp.

Valid Through:  
September 29, 2018



Event ID: OV-SUM-NC-0915-1  
BICSI CECs Awarded:  
7 RCDD 7 RITP 7 RTPM  
7 OSP 7 ITS Installer2, Copper/Optical  
Fiber  
7 ITS Technician 7 Certified Trainer

Approved by: *Kent Sempelman*  
Director of Engineering and Training

# Certificate of Training

Let it be known that  
**Thomas L. Christisun**

has successfully completed the training requirements of the  
**FutureFLEX® Installation Standards Course**

Class Date:  
September 29, 2016



**SUMITOMO ELECTRIC**  
Lightwave Corp.

Valid Through:  
September 29, 2018



Event ID: OV-SUM-NC-0915-1

BICSI CECs Awarded:

7 RCDD 7 RITP 7 RTPM

7 OSP 7 ITS Installer2, Copper/Optical  
Fiber

7 ITS Technician 7 Certified Trainer

Approved by:

Director of Engineering and Training

# Certificate of Training

Let it be known that  
**Dan Berlin**

has successfully completed the training requirements of the  
**FutureFLEX® Installation Standards Course**

Class Date:  
September 29, 2016



**SUMITOMO ELECTRIC**  
Lightwave Corp.

Valid Through:  
September 29, 2018



Event ID: OV-SUM-NC-0915-1  
BICSI CECs Awarded:  
7 RCDD 7 RITP 7 RTPM  
7 OSP 7 ITS Installer2, Copper/Optical  
Fiber  
7 ITS Technician 7 Certified Trainer

Approved by: *Kurt Jempelman*  
Director of Engineering and Training

# Certificate of Training

Let it be known that  
**Jaipersaud Deva**

has successfully completed the training requirements of the  
**FutureFLEX® Installation Standards Course**

Class Date:  
September 29, 2016



**SUMITOMO ELECTRIC**  
Lightwave Corp.

Valid Through:  
September 29, 2018



Event ID: OV-SUM-NC-0915-1

BICSI CECs Awarded:

RCDD  RITP  RTPM

OSP  ITS Installer2, Copper/Optical  
Fiber

ITS Technician  Certified Trainer

Approved by:

Director of Engineering and Training

# Certificate of Training

Let it be known that  
**Thakoor Singh**

has successfully completed the training requirements of the  
**FutureFLEX® Installation Standards Course**

Class Date:  
September 29, 2016



**SUMITOMO ELECTRIC**  
Lightwave Corp.

Valid Through:  
September 29, 2018

**Bicsi**  
Certified Network Installation  
Standard



Event ID: OV-SUM-NC-0915-1

BICSI CECs Awarded:

7 RCDD 7 RITP 7 RTPM

7 OSP 7 ITS Installer2, Copper/Optical  
Fiber

7 ITS Technician 7 Certified Trainer

Approved by:

*Kurt Jenpleman*

Director of Engineering and Training

# Certificate of Training

Let it be known that  
**Terrell Green**

has successfully completed the training requirements of the  
**FutureFLEX® Installation Standards Course**

Class Date:  
September 29, 2016



**SUMITOMO ELECTRIC**  
Lightwave Corp.

Valid Through:  
September 29, 2018

**Bicsi**  
Continuing Education  
Institute



Event ID: OV-SUM-NC-0915-1

BICSI CECs Awarded:

7 RCDD 7 RITP 7 RTPM

7 OSP 7 ITS Installer2, Copper/Optical  
Fiber

7 ITS Technician 7 Certified Trainer

Approved by:

Director of Engineering and Training

# Certificate of Training

Let it be known that  
**Scott Bell**

has successfully completed the training requirements of the  
**FutureFLEX® Installation Standards Course**

Class Date:  
September 29, 2016



**SUMITOMO ELECTRIC**  
Lightwave Corp.

Valid Through:  
September 29, 2018



Event ID: OV-SUM-NC-0915-1  
BICSI CECs Awarded:  
7 RCDD 7 RITP 7 RTPM  
7 OSP 7 ITS Installer2, Copper/Optical  
Fiber  
7 ITS Technician 7 Certified Trainer

Approved by: Kurt Templeman  
Director of Engineering and Training



# Invitation for Bid (IFB)

## SOLICITATION, OFFER AND AWARD

<b>IFB NUMBER</b> 2016-08	<b>DATE ISSUED</b> January 22, 2016	<b>DATE DUE</b> February 19, 2016	<b>REQ. NUMBER</b> n/a
------------------------------	--	--------------------------------------	---------------------------

For more information, please send e-mail to Single Point of Contact (SPOC): doug.jeslie@vita.virginia.gov, or call (804) 416-6161

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

**SHIP TO:** as specified in each order

**BILL TO:** as specified in each order

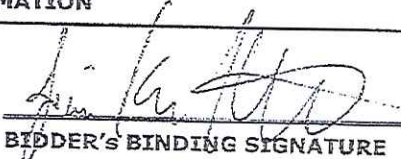
### SOLICITATION

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

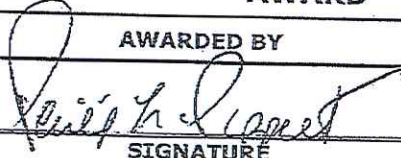

### OFFER

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

### BIDDER INFORMATION

SUPPLIER FEIN	52-1762520	 <b>BIDDER'S BINDING SIGNATURE</b>
SUPPLIER NAME	FiberPlus, Inc.	
ADDRESS	8221 Hermitage Road	
CITY/STATE/ZIP	Richmond, VA 23228	
E-MAIL	scampbell@fiberplusinc.com	
PHONE	804 212-2797	
FAX	804 264-2009	
		<b>PRINTED NAME</b> Jim Kwiatkowski
		<b>TITLE</b> Director of Operations, VA

### AWARD

BID ITEMS AWARDED	AWARDED BY	AWARD DATE	CONTRACT NUMBER
Telecommunications Cabling Services and Associated Materials in the Service Districts identified in Exhibit A, Section III (page 10).	 <b>SIGNATURE</b> for the Chief Information Officer (CIO) of the Commonwealth of Virginia   <b>PRINTED NAME</b>	3/22/16	VA-160322-FPI

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





## Appendix D



## **Project Execution**

FiberPlus will maintain and establish a single point of contact responsible for reporting the periodic progress of the work performed for VCU. The designated individual shall remain a continuous point of contact through the duration an ongoing project.

We will be responsible for the daily cleaning and disposal of all trash and debris resulting from the work. In an occupied facility, all areas shall be returned to the same clean and orderly condition that existed prior to the work. All installation work will be accomplished in accordance with the agreed upon schedule.

A 25 year warranty for the cabling plant will be presented at project completion as will electronic test results and as built in either hand written or electronic format depending on how they are given to us. We will obtain permission from VCU prior to beginning any work that may necessitate cutting into or through any part of a building structure, such as concrete, masonry, floors or ceilings.

For each type of cable pulled, we will ensure that the proper amount of cable slack is retained at patch panels and workstation outlets. Ten (10) feet of slack shall be retained at the telecommunications closet for the copper cables. Ten (10) feet of slack shall be retained at the copper telecommunications outlet (looped in the ceiling area). A three (3) foot service loop shall be installed in non-suspended ceiling locations.

FiberPlus will seal all riser conduit sleeves, voids and openings through fire and smoke rated walls and partitions with Code approved fire stopping materials installed in accordance with the manufacturer's recommended installation methods and all Code requirements.

We will provide a detailed project work plan with the projected time lines and milestones for all major phases of the installation of the cabling plant prior to the start of the installation.

When needed we will secure an electrical permit and inspection(s) for the proper execution and completion of the work outlined in each project.

Throughout the installation of the cabling plant the Contractor must demonstrate a diligent and continuous effort to complete the work in a satisfactory manner. We will meet with VCU representatives when necessary to perform periodic observations and on-site reviews of work in progress.



## Appendix E



## Quality Control

With our baseline of more than five years of VCU experience FiberPlus will continue to assure that all materials specified for each project meets the requirements stated on the bid documents and that all material will be procured through distribution using the VCU project pricing that is in place. We will thoroughly review all the provided documents prior to pricing and abide by the stated guidelines when submitting our pricing. All work will be coordinated with VCU to keep the project on track and to make sure that deadlines will be met. Throughout the tenure of the project FiberPlus will keep VCU apprised of our progress by providing regular updates. Should we experience material lead time issues they will be relayed to VCU in a timely manner so that we can establish an alternate plan if needed. All projects will have electronic test results supplied at their completion.



## Appendix F



## Communications Horizontal Cabling System Test Plan VCU Projects

FiberPlus Inc. Test Plan and Cable Acceptance

### Quality Assurance

FPI's test procedures and testers will comply with all applicable requirements as set forth in the documents:

ANSI/TIA/EIA TSB-67 and TSB-95 Field Testing of UTP  
ANSI/TIA/EIA 568-B Annex H

FiberPlus will utilize the latest version of the below listed specifications for identification and administration of the HCPS Communications Horizontal Cabling.

ANSI/TIA /EIA – 606  
ANSI/TIA /EIA – 569  
ANSI/TIA /EIA – 568  
ANSI/TIA /EIA – 526-14  
ANSI/TIA /EIA – 526-7  
BICSI Telecommunications Distribution Methods Manual

### Products

1. Communication Horizontal UTP Cable Tester
  - a. FPI will perform all tests necessary to certify the horizontal UTP cabling the requirements of Category 6A.
  - b. FPI's Fluke DTX-1800 Cable Analyzer is a UL certified Level II test set that has been calibrated by a manufacturer certified calibration facility.
  - c. FPI will utilize the FLUKE DTX-1800 Cable Analyzer as our acceptable manufacturer.

### Execution

1. Horizontal UTP Cable Testing
  - a. FPI testing shall conform to all ANSI/TIA/EIA TSB-67 Transmission Performance Specifications for Field Testing of Unshielded Twisted-Pair Cabling Systems and ANSI/TIA/EIA-568-B-2, Propagation Delay and Delay skew specification for 100 Ohm 4-Pair cable.
  - b. FPI will utilize the FLUKE DTX -1800 that is a UL certified Level II tester.
  - c. Fiber will remove and re-install any cable that fails the prescribed certification testing.

- d. FPI will provide electronically all CAT 6A, 100Mhz channel test results on all pairs of cable for the following test:
  - Length
  - Wire Map (Continuity)
  - Attenuation (Insertion Loss)
  - Return Loss
  - Attenuation Cross Talk Ratio (ACR)
  - Power Sum ACR
  - Near End Cross Talk (NEXT)
  - Equal Level Far-End Cross Talk (ELFEXT)
  - Power Sum NEXT (Cat 5e and higher only)
  - Power Sum ELFEXT (Cat 5e and higher only)
  - Propagation Delay
  - Delay Skew

### **Test Results**

#### **1. Horizontal Copper Cabling:**

- a. FPI will test all cables and submit all horizontal copper cable test result data in electronic format. FPI will save all files to a CD to be turned over at the completion of the project. There will be no paper test results turned over.
- b. FPI UNDERSTANDS THAT ALL FILES ARE TO BE PROVIDED IN THEIR NATIVE FORMAT IN WHICH THEY WERE TESTED.

### **Cable Testing Validation**

- a. FPI will participate in all cable testing validation.
- b. FPI understands that we will have to repair, replace and re-test any cable if there are discrepancies found.

### **Identification & Labeling**

- a. FPI will meet all labeling and identification requirements as set forth by the end user. FPI will confirm all labeling and identification requirements with the owner or owner's representative prior to cable installation and termination.



# Certificate of Calibration

ISO 9001:2008 (10101/2)

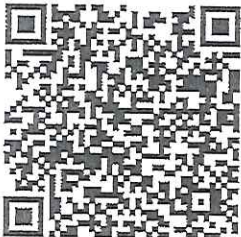
## Everett Service Center


<b>Certificate Number:</b> 314273			
<b>Data Type:</b>	Found-Left	<b>Calibration Date:</b>	30-Jan-2017
<b>Result Summary:</b>	In Tolerance	<b>Calibration Due:</b>	30-Jan-2018
<b>Manufacturer:</b>	Fluke Networks	<b>Certificate Date:</b>	30-Jan-2017
<b>Model:</b>	DTX-1800 Main Unit	<b>Temperature:</b>	22.6 °C
<b>Serial Number:</b>	9971055	<b>Humidity:</b>	30.4 %
<b>Description:</b>	Cable Analyzer		
<b>Procedure:</b> DTX Series Cable Analyzer		<b>Revision:</b>	1.3.001
<b>Customer:</b>	FIBERPLUS INCORPORATED		
<b>City:</b>	HENRICO	<b>Country:</b>	US
<b>State:</b>	VA		
<b>Purchase Order:</b>	GOLD 55050007	<b>RMA:</b>	31190744

This calibration is traceable to the International System of Units (SI), through National Metrology Institutes (NIST, PTB, NRC, NPL, etc.), radiometric techniques, or natural physical constants. This certificate applies only to the item identified and shall not be reproduced other than in full, without the specific written approval by Fluke Corporation. Calibration certificates without signature are not valid. The calibration has been completed in accordance with Fluke Electronics Corporation Quality System Document 111.0 Revision 118 8/2014 and/or Fluke 17025 Quality Manual QSD 111.41 Revision 005 9/2014.

The Data Type found in this certificate must be interpreted as:

- As - Found Calibration data collected before the unit is adjusted and / or repaired.
- As - Left Calibration data collected after the unit has been adjusted and / or repaired.
- Found-Left Calibration data collected without any adjustment and / or repair performed.



Calibrated 

Cert #: 314273  
 Cal Date: 30-Jan-2017  
 Due Date: 30-Jan-2018  
 S/N: 9971055  
 www.fluke.com

www.fluke.com  
 Cert #: 314273  
 Date: 30-Jan-2017  
 Due: 30-Jan-2018

*Andrew Walker*  
 ANDREW WALKER  
 Issued By



Certificate Number: 314273

Date of Calibration: 30-Jan-2017

**Standards Used**

Asset	Description	Cal-Date	Cal-Due
17633	Fluke Networks DTX-IL/FEXT-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
17632	Fluke Networks DTX-NEXT-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
17631	Fluke Networks DTX-RL-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
9279	Fluke Networks FTE 1895 LAN Test Cable Fixture	12-Feb-2016	12-Feb-2017



# Certificate of Calibration

ISO 9001:2008 (10101/2)

## Everett Service Center


Certificate Number: 314274		Calibration Date: 30-Jan-2017
Data Type: Found-Left	Result Summary: In Tolerance	Calibration Due: 30-Jan-2018
Manufacturer: Fluke Networks	Model: DTX-1800 Smart Remote	Certificate Date: 30-Jan-2017
Serial Number: 9971056	Description: Cable Analyzer	Temperature: 22.6 °C
		Humidity: 30.4 %
Procedure: DTX Series Cable Analyzer		Revision: 1.3.001
Customer: FIBERPLUS INCORPORATED		
City: HENRICO		Country: US
State: VA		
Purchase Order: GOLD 55050007		RMA: 31190744

This calibration is traceable to the International System of Units (SI), through National Metrology Institutes (NIST, PTB, NRC, NPL, etc.), radiometric techniques, or natural physical constants. This certificate applies only to the item identified and shall not be reproduced other than in full, without the specific written approval by Fluke Corporation. Calibration certificates without signature are not valid. The calibration has been completed in accordance with Fluke Electronics Corporation Quality System Document 111.0 Revision 118 8/2014 and/or Fluke 17025 Quality Manual QSD 111.41 Revision 005 9/2014.

The Data Type found in this certificate must be interpreted as:

- As - Found Calibration data collected before the unit is adjusted and / or repaired.
- As - Left Calibration data collected after the unit has been adjusted and / or repaired.
- Found-Left Calibration data collected without any adjustment and / or repair performed.



Calibrated 

Cert #: 314274  
 Cal Date: 30-Jan-2017  
 Due Date: 30-Jan-2018  
 S/N: 9971056  
 www.fluke.com

Cert #: 314274  
 Date: 30-Jan-2017  
 Due: 30-Jan-2018  
 www.fluke.com

*Andrew Walker*  
 ANDREW WALKER  
 Issued By

Certificate Number: 314274

Date of Calibration: 30-Jan-2017

**Standards Used**

<b>Asset</b>	<b>Description</b>	<b>Cal-Date</b>	<b>Cal-Due</b>
17633	Fluke Networks DTX-IL/FEXT-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
17632	Fluke Networks DTX-NEXT-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
17631	Fluke Networks DTX-RL-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
9279	Fluke Networks FTE 1895 LAN Test Cable Fixture	12-Feb-2016	12-Feb-2017



# Certificate of Calibration

ISO 9001:2008 (10101/2)

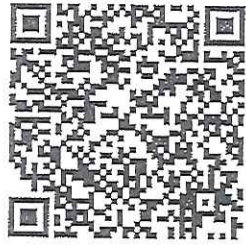
## Everett Service Center

<b>Certificate Number:</b> 277706			
<b>Data Type:</b>	Found-Left	<b>Calibration Date:</b>	21-Sep-2016
<b>Result Summary:</b>	In Tolerance	<b>Calibration Due:</b>	21-Sep-2017
<b>Manufacturer:</b>	Fluke Networks	<b>Certificate Date:</b>	21-Sep-2016
<b>Model:</b>	DTX-1800 Main Unit	<b>Temperature:</b>	21.4 °C
<b>Serial Number:</b>	8795163	<b>Humidity:</b>	44.7 %
<b>Description:</b>	Cable Analyzer		
<b>Procedure:</b> DTX Series Cable Analyzer		<b>Revision:</b>	1.3.001
<b>Customer:</b>	FIBERPLUS INCORPORATED		
<b>City:</b>	HENRICO	<b>Country:</b>	US
<b>State:</b>	VA		
<b>Purchase Order:</b>	GOLD 55050007	<b>RMA:</b>	31105409

This calibration is traceable to the International System of Units (SI), through National Metrology Institutes (NIST, PTB, NRC, NPL, etc.), radiometric techniques, or natural physical constants. This certificate applies only to the item identified and shall not be reproduced other than in full, without the specific written approval by Fluke Corporation. Calibration certificates without signature are not valid. The calibration has been completed in accordance with Fluke Electronics Corporation Quality System Document 111.0 Revision 118 8/2014 and/or Fluke 17025 Quality Manual QSD 111.41 Revision 005 9/2014.

The Data Type found in this certificate must be interpreted as:


- As - Found Calibration data collected before the unit is adjusted and / or repaired.
- As - Left Calibration data collected after the unit has been adjusted and / or repaired.
- Found-Left Calibration data collected without any adjustment and / or repair performed.



Calibrated 

Cert #: 277706  
 Cal Date: 21-Sep-2016  
 Due Date: 21-Sep-2017  
 S/N: 8795163  
 www.fluke.com

Cert #: 277706  
 Date: 21-Sep-2016  
 Due: 21-Sep-2017  
 www.fluke.com

  
 ED MILLS  
 Issued By

Certificate Number: 277706

Date of Calibration: 21-Sep-2016

**Standards Used**

Asset	Description	Cal-Date	Cal-Due
17633	Fluke Networks DTX-IL/FEXT-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
17632	Fluke Networks DTX-NEXT-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
17631	Fluke Networks DTX-RL-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
9279	Fluke Networks FTE 1895 LAN Test Cable Fixture	12-Feb-2016	12-Feb-2017



# Certificate of Calibration

## Everett Service Center

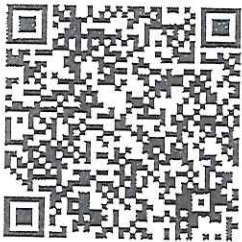
ISO 9001:2008 (10101/2)


Certificate Number: 277705		Calibration Date:	21-Sep-2016
Data Type:	Found-Left	Calibration Due:	21-Sep-2017
Result Summary:	In Tolerance	Certificate Date:	21-Sep-2016
Manufacturer:	Fluke Networks	Temperature:	21.4 °C
Model:	DTX-1800 Smart Remote	Humidity:	44.4 %
Serial Number:	8805015		
Description:	Cable Analyzer		
Procedure: DTX Series Cable Analyzer		Revision:	1.3.001
Customer:	FIBERPLUS INCORPORATED		
City:	HENRICO	Country:	US
State:	VA		
Purchase Order:	GOLD 55050007	RMA:	31105409

This calibration is traceable to the International System of Units (SI), through National Metrology Institutes (NIST, PTB, NRC, NPL, etc.), radiometric techniques, or natural physical constants. This certificate applies only to the item identified and shall not be reproduced other than in full, without the specific written approval by Fluke Corporation. Calibration certificates without signature are not valid. The calibration has been completed in accordance with Fluke Electronics Corporation Quality System Document 111.0 Revision 118 8/2014 and/or Fluke 17025 Quality Manual QSD 111.41 Revision 005 9/2014.

The Data Type found in this certificate must be interpreted as:


- As - Found Calibration data collected before the unit is adjusted and / or repaired.
- As - Left Calibration data collected after the unit has been adjusted and / or repaired.
- Found-Left Calibration data collected without any adjustment and / or repair performed.



Calibrated 

Cert #: 277705  
 Cal Date: 21-Sep-2016  
 Due Date: 21-Sep-2017  
 S/N: 8805015  
 www.fluke.com

Cert #: 277705  
 Date: 21-Sep-2016  
 Due: 21-Sep-2017  
 www.fluke.com

  
 ED MILLS  
 Issued By

Certificate Number: 277705

Date of Calibration: 21-Sep-2016

**Standards Used**

<b>Asset</b>	<b>Description</b>	<b>Cal-Date</b>	<b>Cal-Due</b>
17633	Fluke Networks DTX-IL/FEXT-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
17632	Fluke Networks DTX-NEXT-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
17631	Fluke Networks DTX-RL-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
9279	Fluke Networks FTE 1895 LAN Test Cable Fixture	12-Feb-2016	12-Feb-2017



# Certificate of Calibration

ISO 9001:2008 (10101/2)

## Everett Service Center

<b>Certificate Number:</b> 277850			
<b>Data Type:</b>	Found-Left	<b>Calibration Date:</b>	22-Sep-2016
<b>Result Summary:</b>	In Tolerance	<b>Calibration Due:</b>	22-Sep-2017
<b>Manufacturer:</b>	Fluke Networks	<b>Certificate Date:</b>	22-Sep-2016
<b>Model:</b>	DTX-1800 Main Unit	<b>Temperature:</b>	21.6 °C
<b>Serial Number:</b>	9465089	<b>Humidity:</b>	41.9 %
<b>Description:</b>	Cable Analyzer		
<b>Procedure:</b> DTX Series Cable Analyzer		<b>Revision:</b>	1.3.001
<b>Customer:</b>	FIBERPLUS INCORPORATED		
<b>City:</b>	HENRICO	<b>Country:</b>	US
<b>State:</b>	VA		
<b>Purchase Order:</b>	GOLD 55050007	<b>RMA:</b>	31105004

This calibration is traceable to the International System of Units (SI), through National Metrology Institutes (NIST, PTB, NRC, NPL, etc.), radiometric techniques, or natural physical constants. This certificate applies only to the item identified and shall not be reproduced other than in full, without the specific written approval by Fluke Corporation. Calibration certificates without signature are not valid. The calibration has been completed in accordance with Fluke Electronics Corporation Quality System Document 111.0 Revision 118 8/2014 and/or Fluke 17025 Quality Manual QSD 111.41 Revision 005 9/2014.


The Data Type found in this certificate must be interpreted as:

- As - Found Calibration data collected before the unit is adjusted and / or repaired.
- As - Left Calibration data collected after the unit has been adjusted and / or repaired.
- Found-Left Calibration data collected without any adjustment and / or repair performed.

### Comments:

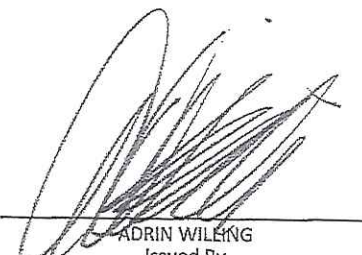
FIRMWARE UPGRADED: THE TEST INSTRUMENT FIRMWARE WAS UPGRADED.



Calibrated 

Cert #: 277850  
 Cal Date: 22-Sep-2016  
 Due Date: 22-Sep-2017  
 S/N: 9465089  
 www.fluke.com

www.fluke.com

  
 \_\_\_\_\_  
 ADRIN WILKING  
 Issued By



Certificate Number: 277850

Date of Calibration: 22-Sep-2016

**Standards Used**

Asset	Description	Cal-Date	Cal-Due
17633	Fluke Networks DTX-IL/FEXT-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
17632	Fluke Networks DTX-NEXT-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
17631	Fluke Networks DTX-RL-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
9279	Fluke Networks FTE 1895 LAN Test Cable Fixture	12-Feb-2016	12-Feb-2017



ISO 9001:2008 (10101/2)

FLUKE

# Certificate of Calibration

## Everett Service Center

<b>Certificate Number:</b> 277851		<b>Calibration Date:</b> 22-Sep-2016
<b>Data Type:</b> Found-Left		<b>Calibration Due:</b> 22-Sep-2017
<b>Result Summary:</b> In Tolerance		<b>Certificate Date:</b> 22-Sep-2016
<b>Manufacturer:</b> Fluke Networks		<b>Temperature:</b> 21.6 °C
<b>Model:</b> DTX-1800 Smart Remote		<b>Humidity:</b> 41.9 %
<b>Serial Number:</b> 9465086		
<b>Description:</b> Cable Analyzer		
<b>Procedure:</b> DTX Series Cable Analyzer		<b>Revision:</b> 1.3.001
<b>Customer:</b> FIBERPLUS INCORPORATED		
<b>City:</b> HENRICO		<b>Country:</b> US
<b>State:</b> VA		
<b>Purchase Order:</b> GOLD 55050007		<b>RMA:</b> 31105004

This calibration is traceable to the International System of Units (SI), through National Metrology Institutes (NIST, PTB, NRC, NPL, etc.), radiometric techniques, or natural physical constants. This certificate applies only to the item identified and shall not be reproduced other than in full, without the specific written approval by Fluke Corporation. Calibration certificates without signature are not valid. The calibration has been completed in accordance with Fluke Electronics Corporation Quality System Document 111.0 Revision 118 8/2014 and/or Fluke 17025 Quality Manual QSD 111.41 Revision 005 9/2014.

The Data Type found in this certificate must be interpreted as:

- As - Found Calibration data collected before the unit is adjusted and / or repaired.
- As - Left Calibration data collected after the unit has been adjusted and / or repaired.
- Found-Left Calibration data collected without any adjustment and / or repair performed.

### Comments:

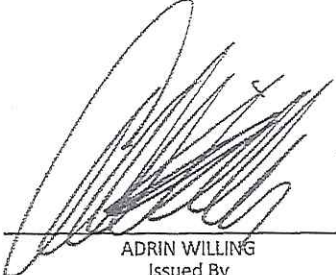
FIRMWARE UPGRADED: THE TEST INSTRUMENT FIRMWARE WAS UPGRADED.



Calibrated 

Cert #: 277851  
 Cal Date: 22-Sep-2016  
 Due Date: 22-Sep-2017  
 S/N: 9465086  
 www.fluke.com

www.fluke.com  
 Cert #: 277851  
 Date: 22-Sep-2016  
 Due: 22-Sep-2017

  
 ADRIN WILLING  
 Issued By

Certificate Number: 277851

Date of Calibration: 22-Sep-2016

**Standards Used**

Asset	Description	Cal-Date	Cal-Due
17633	Fluke Networks DTX-IL/FEXT-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
17632	Fluke Networks DTX-NEXT-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
17631	Fluke Networks DTX-RL-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
9279	Fluke Networks FTE 1895 LAN Test Cable Fixture	12-Feb-2016	12-Feb-2017



# Certificate of Calibration

## Everett Service Center

ISO 9001:2008 (10101/2)

Certificate Number: 286913		Calibration Date: 21-Oct-2016
Data Type: As-Left	Result Summary: In Tolerance	Calibration Due: 21-Oct-2017
Manufacturer: Fluke Networks		Certificate Date: 21-Oct-2016
Model: OFP-QUAD		Temperature: 22.8 °C
Serial Number: 2091006		Humidity: 39.7 %
Description: OptiFiber Pro Quad OTDR Module		

Procedure: OptiFiber Pro QUAD OTDR Test	Revision: 1.2.1.0
Customer: FIBERPLUS INCORPORATED	
City: HENRICO	Country: US
State: VA	
Purchase Order: GOLD 55050007	RMA: 31127291

This calibration is traceable to the International System of Units (SI), through National Metrology Institutes (NIST, PTB, NRC, NPL, etc.), radiometric techniques, or natural physical constants. This certificate applies only to the item identified and shall not be reproduced other than in full, without the specific written approval by Fluke Corporation. Calibration certificates without signature are not valid. The calibration has been completed in accordance with Fluke Electronics Corporation Quality System Document 111.0 Revision 118 8/2014 and/or Fluke 17025 Quality Manual QSD 111.41 Revision 005 9/2014.

The Data Type found in this certificate must be interpreted as:

- As - Found Calibration data collected before the unit is adjusted and / or repaired.
- As - Left Calibration data collected after the unit has been adjusted and / or repaired.
- Found-Left Calibration data collected without any adjustment and / or repair performed.



Calibrated

Cert #: 286913  
 Cal Date: 21-Oct-2016  
 Due Date: 21-Oct-2017  
 S/N: 2091006  
[www.fluke.com](http://www.fluke.com)

Cert #: 286913  
 Date: 21-Oct-2016  
 Due: 21-Oct-2017  
 www.fluke.com

ED MILLS  
 Issued By

Certificate Number: 286913

Date of Calibration: 21-Oct-2016

**Standards Used**

Asset	Description	Cal-Date	Cal-Due
16325	FLUKE NETWORKS 10KM SM ARTIFACT 10KM SM FIBER LENGTH CABLE	15-Mar-2012	15-Mar-2017
16324	FLUKE NETWORKS 2KM MM ARTIFACT 2KM MM FIBER LENGTH CABLE	27-Apr-2012	27-Apr-2017
16171	ILX Lightwave OMH-6703B Power Head	23-Feb-2016	23-Feb-2017
16170	ILX Lightwave OMM-6810B Optical Multimeter	23-Feb-2016	23-Feb-2017



## Appendix G



## References

The College of William and Mary  
Don Hensley  
Information Technology Project Manager  
The College of William and Mary  
P.O. Box 8795  
Williamsburg, VA 23187  
Telephone: (757) 221-4008  
Email: [dghens@wm.edu](mailto:dghens@wm.edu)

Paul F. Kolmetz, Ph.D., RCDD  
Technical Operations Project Manager  
Henrico County Public Schools (Semi-Retired from position)  
Telephone: (804) 624-0462

Kevin Baybutt  
Project Manager  
Bon Secours Richmond  
Information Services  
8550 Magellan Pkwy Suite 400  
Richmond, VA 23227  
Telephone: 804-972-5754  
Email: [Kevin\\_Baybutt@bshsi.org](mailto:Kevin_Baybutt@bshsi.org)



## Appendix H



# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

3/17/05

**PRODUCER**

HMS INSURANCE ASSOCIATES INC  
10751 FALLS ROAD, SUITE 256  
BROOKLANDVILLE, MD 21022  
(410) 337-9755

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY

**A** THE NETHERLANDS INS COMPANY

COMPANY

**B** EXCELSIOR INSURANCE COMPANIES

COMPANY

**C** MONTGOMERY INSURANCE CO

COMPANY

**D**

**INSURED**

FIBER PLUS, INC.  
FIBER PLUS FEDERAL SERVICES, INC.  
8240-C PRESTON COURT  
JESSUP, MD 20794

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>	BIN123669CGL	3/01/05	3/01/06	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> PER PROJECT/LOCATION				FIRE DAMAGE (Any one fire) \$ 300,000
	<input type="checkbox"/> AGGREGATE				MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/>				
B	<b>AUTOMOBILE LIABILITY</b>	BIN123669APB	3/01/05	3/01/06	COMBINED SINGLE LIMIT \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	<input type="checkbox"/> NON-OWNED AUTOS				
	<input type="checkbox"/>				
<b>GARAGE LIABILITY</b>					AUTO ONLY - EA ACCIDENT \$
<input type="checkbox"/>	ANY AUTO				OTHER THAN AUTO ONLY: \$
<input type="checkbox"/>					EACH ACCIDENT \$
<input type="checkbox"/>					AGGREGATE \$
B	<b>EXCESS LIABILITY</b>	BIN123669SUM	3/01/05	3/01/06	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 10,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	BIN123669WCC - MD	3/01/05	3/01/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
		BIN123669WCC-01 - PA & VA	3/01/05	3/01/06	EL EACH ACCIDENT \$ 500,000
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE-POLICY LIMIT \$ 500,000
					EL DISEASE-EA EMPLOYEE \$ 500,000
<b>OTHER</b>					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

**CERTIFICATE HOLDER**

SAMPLE

Will provide w/vcu as additional insured upon AWARD

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

**AUTHORIZED REPRESENTATIVE**

*[Signature]*

JEFFERY McDONALD

ACORD CORPORATION 1988

ACORD 25-S (1/95)

01 123669 000

PAGE 104

CERTIFICATE: 001/001/ 00110

## FiberPlus – NCCI & PCRB Modification Explanation

FiberPlus, Inc. is in an unfortunate situation where their payroll is split between MD (NCCI) and PA (PCRB). PA is one of the few states that does not participate in NCCI experience modifications. PA chooses to issue its own state specific experience modification. The two systems do not communicate or share information. Therefore, when a claim is filed in one state, the entire dollar value of the claim weighs against a percentage of the company's actual payroll, thus creating an artificially high experience modification for that particular state.

*Example:     MD payroll is \$1,000,000  
                  PA payroll is \$1,000,000*

*If there is a loss that happens in PA for \$500,000. The loss only gets measured against \$1,000,000 in PA payroll, instead of the \$2,000,000 of actual payroll. So in this example, the PA modification will be artificially high and the MD modification would be artificially low.*

To illustrate this we have taken the Pennsylvania payrolls and losses and plugged them into NCCI's calculation system and it creates an NCCI experience modification of .99.

There is only one claim negatively impacting Fiberplus's MD experience modification and it's from an employee injuring himself falling out of the driver's seat of his parked van. That's a hard claim to prevent against and not indicative of the company's dedication to safety and past results.

FiberPlus has an above average safety program which includes:

- A formal written safety program
- Pre-Hire and random drug testing
- Third party safety consulting
- A safety committee
- Pre-Hire background check
- All employees are offered a full health and benefits package
- Motor Vehicle Record reviews
- Safety equipment provided at employers expense
- Random job-site inspections
- Light duty and return to work programs



**PSA**

*"Dedicated to growing and protecting the assets of our clients."*

11311 McCormick Road, 5th Floor  
Hunt Valley, MD 21031-8622

tel 800.677.7887  
fax 410.828.0242

web [psafinancial.com](http://psafinancial.com)

Employee Benefits

Commercial & Personal Insurance

Retirement Plan Services

Financial Planning & Wealth Management

Please don't hesitate to call me with any questions or concerns.

Sincerely,

Eric Holden  
Vice President – Property & Casualty Insurance  
[eholden@psafinancial.com](mailto:eholden@psafinancial.com)

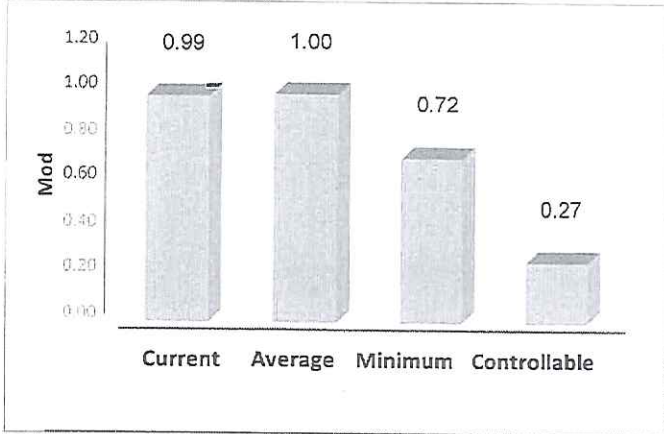
# Mod Snapshot

Effective date: 3/1/2017

## The Key Numbers

Total expected losses	\$81,343
Total expected primary losses	\$25,604
Total expected excess losses	\$55,739
Total unlimited losses	\$30,430
Total limited/adjusted losses	\$30,430
Total actual primary losses	\$30,430
Total actual excess losses	\$0
Computed ballast value	31,799
Computed weighting value	0.11
Modification factor	0.99
ARAP factor	1.00

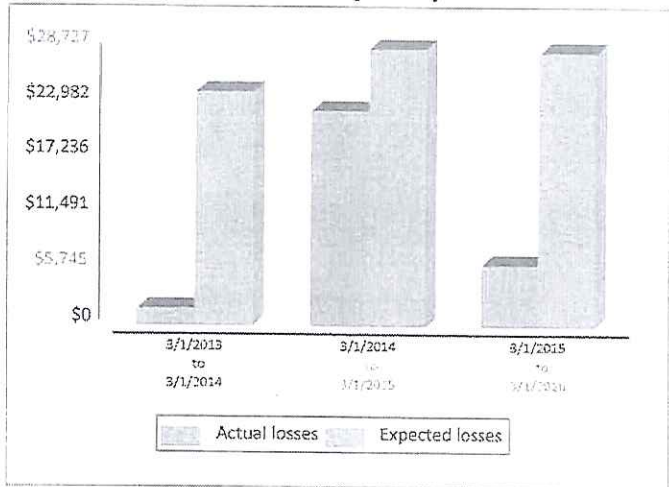
## Mod Breakdown



## Impact of Top Itemized Losses

State	Injury Date	Incurred Loss	Impact on Mod	Mod w/o Loss
MD	10/14/2014	\$12,415	0.1097	0.8787
MD	1/29/2015	\$8,671	0.0766	0.9118
VA	7/23/2015	\$4,490	0.0397	0.9487
MD	7/9/2013	\$1,818	0.0161	0.9723
MD	5/14/2015	\$628	0.0055	0.9829
MD	1/5/2015	\$562	0.0050	0.9834
MD	8/3/2015	\$515	0.0045	0.9839
MD	8/20/2015	\$361	0.0032	0.9852
MD	10/29/2014	\$317	0.0028	0.9856
MD	4/4/2014	\$294	0.0025	0.9858

## Actual vs. Expected Losses by Policy Period



## The Mod Formula

Actual primary losses	+	Ballast value	+	Weighting value	x	Actual excess losses	+	(1 - Weighting value)	x	Expected excess losses	=	Current mod
Expected primary losses	+	Ballast value	+	Weighting value	x	Expected excess losses	+	(1 - Weighting value)	x	Expected excess losses	=	
\$30,430	+	31,799	+	0.11	x	\$0	+	(1 - 0.11)	x	\$55,739	=	0.99
\$25,604	+	31,799	+	0.11	x	\$55,739	+	(1 - 0.11)	x	\$55,739	=	



## Appendix I



## Contractors Financial Stability

1. Fiber Plus Inc. 8240 Preston Ct. Jessup, MD 20794 Corporate Office  
Fiber Plus Inc. 8221 Hermitage Rd. Richmond, VA 23228 Richmond, VA  
Branch  
Fiber Plus Inc. 3045 East 14<sup>th</sup> Ave. Columbus, OH 43219 Ohio Branch
2. Fiber Plus Inc. was established February 13<sup>th</sup>, 1992
3. Fiber Plus Inc. is a C-Corp
4. Fiber Plus Inc. is incorporated in the State of Maryland.
5. The number of full time employees for the last 3 years are as follows  
1/1/17 (94) employees  
1/1/16 (100) employees  
1/1/15 (99) employees



## Appendix J

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
COMMONWEALTH OF VIRGINIA

EXPIRES ON  
01-31-2017

9960 Mayland Dr., Suite 400, Richmond, VA 23233  
Telephone: (804) 367-8500

NUMBER  
2705059882

BOARD FOR CONTRACTORS  
CLASS A CONTRACTOR  
\*CLASSIFICATIONS\* ELE

FIBER PLUS INC  
8240-C PRESTON CT  
JESSUP, MD 20794



*James W. DeBoer*  
James W. DeBoer, Director

ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OR FIRMS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)

(POCKET CARD)

COMMONWEALTH OF VIRGINIA  
CLASS A BOARD FOR CONTRACTORS  
CONTRACTOR

\*CLASSIFICATIONS\* ELE  
NUMBER: 2705059882 EXPIRES: 01-31-2017

FIBER PLUS INC  
8240-C PRESTON CT  
JESSUP, MD 20794



ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OR FIRMS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.

(DETACH HERE)  
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
9960 Mayland Dr., Suite 400, Richmond, VA 23233





## Appendix K

# Siemon Cabling System Warranty

## GLOBAL SIEMON SYSTEM 6® CABLING SYSTEM WARRANTY

The Siemon Company ("Siemon") provides a 20 year system performance assurance and product Warranty for telecommunications cabling systems (the "Siemon Cabling System®" or "System/s") that utilize Siemon Category 6 Products and System 6 Qualified Cable and are designed and installed by authorized Designers and Installers in accordance with Siemon Specifications.

### 1. SYSTEM PERFORMANCE ASSURANCE AND PERFORMANCE GUARANTEES:

#### A. ASSURANCE:

After the installation is complete, Siemon will review the registration documentation to determine conformity to Siemon Specifications. Upon such determination, Siemon will issue a Registration Certificate indicating acceptance of the System. Siemon warrants that such Systems shall perform to the applicable transmission performance requirements (the "Standards") based upon 100 ohm ( $\Omega$ ) unshielded copper (UTP) cabling, along with performance specifications for installed cabling set forth in Section 1.B. below for a period of 20 years from the date of completed installation. The Standards are as follows:

1. ANSI/TIA-568-C.0:2009, ANSI/TIA-568-C.1:2009, and ANSI/TIA-568-C.2:2009 and applicable addenda (category 6)
2. ISO/IEC 11801 Ed. 2.0: 2002, ISO/IEC 11801 Ed. 2.0, Amendment 1: 2008, and ISO/IEC 11801 Ed. 2.0, Amendment 2: 2010 (class E)
3. ISO/IEC 24764 Ed. 1.0: 2010 (class E)
4. CENELEC EN 50173-1: 2007 (class E)
5. (BS) EN 50173-1: 2007 (class E)
6. AS/NZS 3080: 2009 (class E)
7. CSA T568.1: 2005, CSA T568.2: 2005 and applicable addenda
8. JIS X5150: 2009 (class E)
9. Any existing and future applications approved by IEEE, ATM Forum, ANSI or ISO that specify compatibility with the type of cable installed, including applications developed for use on Gigabit Ethernet (1000BASE-T) and 155 Mb/s ATM, provided that the installed cabling does not exceed an application's specified length limitation

# Siemon Cabling System Warranty

## B. PERFORMANCE:

The channel performance guarantees at 1, 100, and 250 MHz are as follows:

Performance Guarantees for System 6 Channels				
Parameter	Frequency (MHz)			Guaranteed Margin <sup>1</sup> (1-250 MHz)
	1 MHz	100 MHz	250 MHz	
Insertion Loss	2.1 dB	20.8 dB	35.1 dB	2.5 %
NEXT Loss	67.0 dB	41.9 dB	35.1 dB	2.0 dB
PSNEXT Loss	68.0 dB	40.1 dB	33.2 dB	3.0 dB
ACR-N	64.9 dB	21.2 dB	0.1 dB	2.0 dB
PSACR-N	62.9 dB	19.3 dB	-1.9 dB	3.0 dB
ACR-F	66.3 dB	26.3 dB	18.3 dB	3.0 dB
PSACR-F	63.3 dB	23.3 dB	15.3 dB	3.0 dB
Return Loss	21.0 dB	14.0 dB	10.0 dB	2.0 dB
Propagation Delay	570 ns	537 ns	536 ns	0 ns
Delay Skew	45 ns	45 ns	45 ns	5 ns

<sup>1</sup> Guaranteed margin over ANSI/TIA-568-C.2 Category 6 and ISO/IEC 11801 Ed.2.0, Amendment 1: 2008 class E channel performance

Warranty performance claims are based on worst case testing and channel configurations. Typical channel performance may be significantly higher.

## 2. APPROVED PRODUCTS:

**A. NON-CONFORMING PRODUCTS:** Siemon warrants that each of its Category 6 Products and System 6 Qualified Cable are, at the time of delivery to the Customer, free from defects in materials and workmanship for a period of 20 years from the date of completed installation. Siemon shall, at its sole option, repair or replace any non-conforming Product, including the cost to reinstall such non-conforming Product. However, no warranty is made with respect to a Product if: (1) such Product has been repaired or altered in such a way as to affect the Product adversely; (2) such Product has been subjected to negligence, accident, misuse, abuse or improper storage; or (3) such Product was not installed in an accepted system and maintained in accordance with normal practice and in conformity with the requirements and published specifications of or designated by Siemon. A repair or replacement under this Warranty shall not extend the duration of this Warranty.

**B. APPROVED PRODUCTS:** To ensure System 6 UTP warranty compliance, Siemon requires the use of qualified System 6 UTP cable and category 6 rated Siemon Company connecting hardware and patch cords<sup>1</sup> including; trunking cable assemblies, cross-connect cords<sup>2</sup>, equipment cords<sup>2</sup>, and work area cords.

The following modular cord cabling implementations apply:

- 1) Minimum modular cord length is 1.0m (3 ft.)
- 2) For 4-connector models, minimum equipment and cross-connect cord lengths are 2.0m (7 ft.)
- 3) When using Siemon Category 6 (28 awg Skinnypatch cords), the total patch cord length should not exceed 8 meters when using a 90 meter link.

# Siemon Cabling System Warranty

### 3. YOU CAN CHANGE YOUR SIEMON CABLING SYSTEM® DURING THE LIFE OF THIS WARRANTY:

Provided that any movements, additions, changes (MACs), or reductions to your System are undertaken by a Certified Installer or Maintainer in accordance with Siemon Specifications, you can change your System during the life of this Warranty and still be assured it will perform to the performance specifications detailed in this warranty. Failure to do so renders such MACs or reductions null and void under this Warranty. Siemon specifications require that the Certified Installer or Maintainer prepare and forward to Siemon a completed Siemon Cabling System® Change Registration Document subsequent to such administration for Siemon approval. Such approval is based upon a determination of conformity with Siemon Specifications. However, System changes that are made by way of terminated cable assemblies (i.e., modular patch cords) that do not require the use of tools or connector termination of any type may be performed by the customer without notice to Siemon provided that such changes are documented and implemented in accordance with Siemon Specifications and the Standards. *Any project with new cross connect facilities is considered a new project and must be registered as such.* You must use *Approved Products* (see Section 2.A) or have written authorization from Siemon to use any other products. Such other products are not covered by this Warranty nor are any system failures attributable to them.

### 4. CLAIM PROCEDURE:

**A.** Customer shall notify Siemon and the Certified Installer Company in writing, using the Customer Claim Form (available upon request), within a reasonable period of time from the discovery of any defect or of any claim whatsoever that the Customer may have with respect to the System or any Products delivered hereunder, and failure to give such notice shall constitute an unqualified acceptance and waiver of all claims with respect to the System and Products. Upon receipt of notice from the Customer of a non-conforming System or Product, Siemon may require that the Product be returned to Siemon's designated location. Any action or claim (whether in contract or tort, including negligence) must be commenced within one year after the cause of action accrued.

**B.** As a result of a warranty claim, Siemon or any authorized representative it so designates may inspect such System, the Product, or Customer's records relating to the System at Customer's location during reasonable business hours with 24 hours notice.

### 5. DEFINITIONS:

The term "*Certified Installer*" means an independent contractor who has been approved by Siemon to undertake certain work on Siemon Cabling Systems, such as the design, installation and/or administration of Siemon Systems. "*Certified Maintainer*" means an independent contractor or organization that has been approved by Siemon to undertake certain administration work on Siemon Systems.

The term "*Approved Product*" means Products used to connect and patch copper cabling and related cable management, which are supplied by Siemon. For a list of *Approved Products* for System 6, please see *Approved Product* list in Section 2.A of this document.

The term "*Siemon Specifications*" means the Siemon Cabling System® Training Manual provided to independent *Certified Installers* and *Maintainers* which set forth the technical requirements for the design, installation, and administration of Siemon Cabling Systems and the use of Siemon Products, and any revisions thereto.

# Siemon Cabling System Warranty

The term "telecommunications" shall mean any transmission, emission, or reception of signs, signals, writings, images, and sounds or information of any nature by copper cabling transmission systems.

The term "System 6™ Qualified Cable" shall mean any cable identified by Siemon as meeting the electrical requirements for use in this solution.

The term "System" means the registered horizontal cabling channel(s) (which extend from a floor distributor to a telecommunications outlet) as well as registered backbone cabling channel(s) (which extend from a floor distributor to a building distributor or a campus distributor). The System also includes jumpers, patch cords, equipment cables and work area cables. This System definition is intended to allow additional channels (horizontal and backbone) to become part of the registered System at a later date provided they conform to Siemon Specifications and are designed, installed and maintained by a Certified and Installer (or Maintainer). Any such additional cabling channels must be registered or this Warranty is inapplicable to such additional channels. In no event shall the addition of channels extend the duration of this Warranty.

The term "Permanent Link" shall mean the portion of the System that does not include patch cords, equipment cables or work area cables. As such, each Permanent Link is a subset of the System. Permanent Links are used for the purpose of testing and registering the System. When not configured as a complete System, Permanent Links are covered by the Product Warranty pursuant to Section 4 of this Warranty.

## 6. WHAT THIS LIMITED WARRANTY DOES NOT COVER:

This Warranty is exclusive and in lieu of all other warranties, whether express or implied, or statutory, including, not by way of limitation, any warranty of merchantability or fitness for a particular purpose. State law may vary the terms of this Warranty.

This Warranty does not cover damage occasioned by accidental or natural hazard, acts of god, or willful or negligent acts of others. In no event shall Siemon be liable for consequential or incidental damages of any kind including but not limited to any and all claims, expenses, damages, losses, liabilities and all amounts paid in defense or settlement of the foregoing (including attorney's fees and expenses). Further, Siemon shall not be liable for any claims or damage arising out of or connected with this Warranty or the manufacture, sale, delivery, installation or use of any Products which exceed the purchase price of the Products and the installation.

NOTE: No assignment is valid unless agreed to in writing by Siemon.

### QUESTIONS - CALL OR WRITE US AT:

The Siemon Company  
Program Support Services  
101 Siemon Company Drive  
Watertown, CT 06795-0400  
(1) 800 365 2285  
[ciservices@siemon.com](mailto:ciservices@siemon.com)  
[www.siemon.com](http://www.siemon.com)



F I B E R P L U S

8221 Hermitage Road  
Henrico, VA 23228  
Phone: (804) 264-1880  
Fax: (804) 264-2009

## Fiber Plus Inc. Warranty Certification

To: VCU

Re: Project Name

Date: SAMPLE

### Warranty

Pursuant to Specifications in addition to standard and special warranties described in RFP, Fiberplus Inc. Warranties all work included in this project for a period of one (1) year following the Date of Substantial Completion, to cover performance, materials, workmanship, and compliance with Contract Documents.

Fiber Plus Incorporated

Jim Kwiatkowski  
Branch Manager



## Appendix L



## EQUAL EMPLOYMENT OPPORTUNITY

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at FiberPlus, Inc. will be based on merit, qualifications and abilities. The Company does not discriminate in employment opportunities or practices on the basis of age, race, marital status, national origin, color, religion, citizenship status, disability, gender, veteran status, sexual orientation or any other protected characteristic. This policy governs all terms and conditions of employment, including selection, job assignment, compensation, discipline, termination and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of the Human Resources Manager. However, if you are dissatisfied with the results achieved through your complaint, or you are reluctant to present the matter to Human Resources, you should make a written complaint and mail it via certified mail, return receipt requested and clearly labeled "Confidential" to the President or Vice President of FiberPlus, Inc. at 8240 Preston Court, Suite C, Jessup, MD 20794. FiberPlus, Inc. maintains an Open Door Policy. If an employee is at any time, uncomfortable discussing issues with the Human Resources Manager, the employee should. Employees can raise concerns and make reports without fear of reprisal. Retaliation against employees for good faith reporting of discrimination will not be tolerated. Anyone found to be engaging in any type of unlawful discrimination or otherwise violating this policy will be subject to disciplinary action, up to and including termination of employment.





# VCU

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

James Kwiatkowski  
FiberPlus, Inc.  
8221 Hermitage Road  
Henrico, VA 23228

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?

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?

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?

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?

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?

✓ 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)

✓ 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](http://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?

✓ YES \_\_\_\_\_ NO

If NO, please explain.

WE ARE A SWAM business and will <sup>Self</sup> perform all work that is awarded to Fiber Plus Inc. No work or contracts will be completed using any other companies, unless the type of work is not within our core competencies.





VCU

Term Agreements for Network Cabling Services

Response for RFP # 7406884AA

By



April 28, 2017  
Jim Kwiatkowski  
Branch Manager  
(804) 212-2798



## 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

Fiber Plus Inc.  
Name of Firm

Jamie Anthes / Branch Manager  
Signature/Title

4/26/17  
Date



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THIS DOCUMENT IS PROPRIETARY AND SHALL NOT BE REPRODUCED OR DISTRIBUTED WITHOUT PRIOR WRITTEN CONSENT FROM FIBERPLUS, INC.

8221 Hermitage Road, Henrico, VA 23228  
Telephone: (804) 264-1880 Fax: (804) 264-2009  
[www.fiberplusinc.com](http://www.fiberplusinc.com)



**VCU**

# Request for Proposals

RFP #: 7406884AA

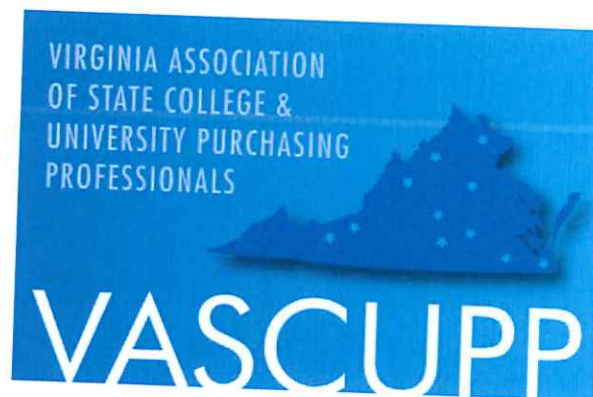
RFP Title #: Term Agreements for Network Cabling Services

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 aranches@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:

FiberPlus, Inc  
8221 Hermitage Road  
Henrico, VA Zip Code 23228  
E-Mail Address: jamesk@fiberplusinc.com  
Telephone: ( 804 ) 212-2798  
Toll free. if available  
DUNS NO.: 78-6651067

Date: 4/26/17  
By (Signature In Ink):   
Name Typed: James Kwiatkowski  
Title: Branch Manager  
Fax Number: ( ) 264-2009  
Toll free. if available  
FEI/FIN NO.: 52-1762520

REGISTERED WITH eVA: (x) YES ( ) NO SMALL BUSINESS: (x) YES ( ) NO  
VIRGINIA DSBSD CERTIFIED: (x) YES ( ) NO MINORITY-OWNED: ( ) YES ( ) NO  
DSBSD CERTIFICATION #: 666745 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](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](mailto: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 50/125 $\mu$ m, 62.5/125 $\mu$ m and 8.3/125 $\mu$ m 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 50/125 $\mu$ m, 62.5/125 $\mu$ m and single mode optical fiber.
  - v. Have a quick field termination incorporating a dual-process activation to reduce termination time.
  - vi. Available for terminating 900 $\mu$ m 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 3/4 " 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 1/2" 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 62.5/125 $\mu$ m 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 50/125 $\mu$ m 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 50/125 $\mu$ m or 62.5/125 $\mu$ m fiber shall be as noted above.
- ix. The 62.5/125 $\mu$ m fiber shall have a guaranteed transmission distance for Gigabit Ethernet of 275 meters at 850nm and 550 meters at 1300nm. The 50/125  $\mu$ m 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/ (nm<sup>2</sup>-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. 2705059882

Class A Contractor:  Yes  No

Expiration Date: 1.31.17

Specialty: Ele

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	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Cat5e/6e+	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Fiber Optics	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Video/Cabling	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Labor Only Jobs	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No
Project Management	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	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:

25 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.

VCU, College of William & Mary and Randolph Macon



- 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.

Appendix A - Siemon Certification

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).

Appendix B Project Examples

- 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.    Appendix C Staff
- 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.)

Appendix B Project Examples

- 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.    Appendix C Staff
- 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.

Appendix D Execution

- 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.

Appendix E Quality Control

- 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.

Appendix F Testing

- 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.

Appendix G References

- 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. None

- 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.

Appendix H COI

- 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.

Appendix I Financials

**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](mailto: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](http://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](http://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 acknowledges that for the purposes of this Contract it will be designated as a "school official" with "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 party except as provided for in this Contract, required by law, or authorized in writing by the 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: <u>Amy Anthes</u>	<u>4.28.17</u>	<u>11:00 AM</u>
Name of Offeror	Due Date	Time
<u>912 W Grace St, 5th Floor</u>	<u>7406884AA</u>	
Street or Box Number	RFP No.	
<u>Richmond, VA 23284</u>	<u>Term Agreements for Network Cabling Services</u>	
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. Appendix K Warranty
- 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. Appendix L 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](http://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](http://www.eVA.virginia.gov). Contractors should email Catalog or Index Page information to [eVA-catalog-manager@dgs.virginia.gov](mailto: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. 2705059882A Specialty: Ele  
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, 5<sup>th</sup> 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 the 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 Contractor, 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](http://procurement.vcu.edu/media/procurement/pdf/document-library/RFP%20Website%20Link%20Appendix%201.pdf)

- B: Appendix II – Invoicing and Payment

[http://procurement.vcu.edu/media/procurement/pdf/document-library/RFP Website Link Appendix 2.pdf](http://procurement.vcu.edu/media/procurement/pdf/document-library/RFP%20Website%20Link%20Appendix%202.pdf)





## Appendix 1

## 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).


<u>Name of Businesses:</u>	<u>SB, WO, MO:</u>	<u>Role in contract:</u>

**Commitment for utilization of DSBSD SWaM Businesses:**  
\_\_\_\_\_ 0 \_\_\_\_\_ % 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 2

## 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](mailto: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](mailto: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: Jim Kwiatkowski  
Title: Branch Manager  
Name of Firm: Fiber Plus 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: Damian Biggs  
Title: Accounts Receivables Manager  
Mailing address: 8240 Preston Court, Suite C  
Jessup, Maryland, 20794  
Email address: dbiggs@fiberplusinc.com  
Phone number: 301-957-2119  
Fax number: 301-317-8585





## Appendix A



# Certificate of Completion

Presented by The Siemon Company

This certifies that

**Louis Ruffin**

of

**Fiber Plus, Inc**

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 #: 12060814-M-VA

Original Approval: June 8, 2012

Current Certificate: May 10, 2016

Date of Expiration: May 10, 2018

  
on behalf of The Siemon Company





## Appendix B



## Project Examples

### Henrico County Public Schools

44 Elementary Schools – totaling 1,508 Category 6A cables

This project was completed in a two month timeframe with restricted access

The project came in under budget and on time

### William and Mary College

Tyler Hall

900 Category 6e cables, backbone consisted of both inside and outside plant including steam tunnel work. Inside plant consisted of 2) 6-strand 62.5/125 fibers, 12- strand sm, 25 pair category 3 copper, RG-11 to four IDFS. The outside plant consisted of 800' of each 12-strand sm and 12-strand mm, 25 pair category 3 copper and 500 series coax within the confined space of a steam tunnel

This project was completed in 3 months

The project came in on budget and on time

### William and Mary College

School of Business

1,200 Category 6e cables and backbone for the inside plant of 3) 6-strand fibers, 2) 12-strand fibers, 25 pair copper category 3 cable, RG-11 to six IDFS. The outside steam tunnel work included 1200' of each 12-strand sm and 12-strand mm, 25 pair category 3 copper and 500 series coax

This project was completed in 8 months

The project came in on budget and on time

THIS DOCUMENT IS PROPRIETARY AND SHALL NOT BE REPRODUCED OR DISTRIBUTED WITHOUT PRIOR WRITTEN CONSENT FROM FIBERPLUS, INC.

8221 Hermitage Road, Henrico, VA 23228  
Telephone: (804) 264-1880 Fax: (804) 264-2009  
[www.fiberplusinc.com](http://www.fiberplusinc.com)



## CORPORATE CAPABILITIES

Celebrating our 23<sup>rd</sup> year, FiberPlus, Inc. (FPI) is a Vietnam Era Veteran Owned Business, headquartered in Jessup, Maryland, with offices in Richmond, VA and Harrisburg, PA. FiberPlus has earned a reputation as a premier provider of innovative structured cabling, electronic security solutions and distributed antenna systems.

### Core Capabilities

- **Communications-** Structured Cable Solutions, Voice, Data, Wireless, CATV, PON, Outside Plant
- **Electronic Security Systems** Access Control, Intrusion Detection, CCTV/Video Surveillance, Biometrics, Central Station UL 2050 Installation & Monitoring
- **Distributed Antenna Systems (DAS)** –Life Safety, Cellular Signal Enhancement

### Our Story

Our CEO and founder served 21 years in the U.S. Navy, retiring with the rank of Commander. His duties included leading a special intelligence group providing real time intelligence to the Navy and Air Force crews flying missions over North Vietnam. FPI was started in 1992 to provide customers with what was then a brand new technology – Fiber Optics. FPI's earliest contracts were with the Federal Intelligence Community and the State of Maryland. The latter covered support for all state agencies. In 1997 we opened our Harrisburg, PA office, in 2002 we opened our Richmond, VA branch and in 2015 we opened our Columbus, OH branch. In 2010 FPI began offering Electronic Security Systems and Distributed Antenna Systems.

### Differentiators

Turnkey Solutions (Design, Install & Maintain)

- Serving the Intelligence Community since 1992
- Dedicated Quality Control & Safety Manager
- BICSI RCDD's & BICSI Certified Technicians & Installers
- Over 200 employees servicing the Mid-Atlantic Region

**FiberPlus, Inc. is a registered DOD, SAM, and ARC contractor**  
**FiberPlus, Inc. holds a Virginia DCJS License 11-5027 and a MD compliance License**  
**State of MD Contract #060B1400067–Cable and Wiring Materials and Services - Outside**  
**Plant FA I, FA II, & FA III**

**Primary NAICS Codes: 237130, 238210, 517110, 541512, 541513, 541690, 561621**  
**GSA Schedule 70 Contract #GS-35F-0941N**  
**UL CRZH BP10514**

**2012 Washington Building Congress Craftsmanship Award Winner for**  
**Telecommunications Systems and Facilities**



## Appendix C



FIBERPLUS

KEY PERSONNEL & EXPERIENCE

Name	Position	Yrs. Industry Experience	Yrs. w/Company
CS	Owner/President	20+	23
TC	Vice President	21	21
JM	Project Manager	24	23
HW	Master Electrician/Quality Assurance	37	17
ML	Senior Security Systems Engineer	15	5
JG	Chief Financial Officer	20+	14

*CS, Owner/President*

CS has more than 30 years of experience in the design, installation and operation of communications systems. He has over 21 years experience as a naval officer specializing in the management of voice and data communications projects on board naval vessels and ashore. He served in Vietnam where he supervised airborne electronics surveillance and security units. After retiring from Naval service, CS was employed for six years as an engineer for Lockheed Missiles and Space Co. where he was responsible for the development and integration of communications systems. CS has also been employed by two major federal security agencies as an expert in electronic security measures. In 1992, CS started FiberPlus, Inc., a company specializing in the design and installation of fiber and copper data and voice communications systems. He is active in industry affairs and is a member of the board of directors of the Maryland Information Technology Center, a non-profit organization composed of federal and local government agencies and private industry.

*TC, Vice President*

TC has 21 years in the communications industry and eight years in general construction. He has come up through the ranks of FiberPlus, Inc., growing from cable technician to crew leader to Director of Operations in the Jessup facility and to his current position directing operational activities throughout the company.

*JM, Operations and Project Manager*

JM has 24 years of experience in the communications industry, most of which has been with FiberPlus, Inc. He began his career here in 1993 and after ten years moving up the ranks in the field, he was promoted to Operations Manager for the FiberPlus, Inc. Federal Services Division, and assigned to Project Management. As such, he is responsible for overseeing and participating at many levels, in regards to operations of both large and small projects. This includes the supervision of 20 to 50 employees; working directly with customers and contractors to insure accurate scheduling, manpower and material; evaluating and assisting in Cable Plant design to insure all security requirements are met; preparing, evaluating and submitting all documentation; and verifying new and existing site compliance with "National Security Telecommunications and Information Systems Security Standards." JM holds a Top Secret level security clearance from the Department of Defense.

*HW, Quality Assurance & Safety*

HW is a Master Electrician who performs the FiberPlus, Inc. Quality Assurance inspections of work-in-progress to ensure work is in compliance with contract requirements. He performs this function on a full time basis, and reports directly to company President. He also performs periodic unannounced inspections to insure compliance with appropriate National Specifications and Standards and State and Local Codes. He performs final walk throughs as required.

*Crew Leaders/Technicians*

FiberPlus, Inc. has 25 designated full time crew leaders. The average crew consists of one crew leader and two technicians. All of our Installation Crew Leaders are BICSI certified, as are most of our Installation Technicians. A Crew Leader is assigned as the responsible on-site representative of FiberPlus Inc., and is directly responsible for ensuring each assigned work order is completed on-schedule, and that workmanship is consistent with all applicable contract requirements, specifications, standards and codes. The Crew Leader is the on-site interface with the customer. They are responsible for resolving customer concerns, ensuring all work is conducted without interference to customer daily activities, and to ensure technicians observe pertinent safety regulations and that work areas are maintained in a safe and clean condition.

## Attachment C

### Other Key Staff

Other Key Staff	Vendor Name:
Name	Neang Sok
# Years Experience	21 years
Briefly describe 3 projects of comparable size, type (integration of multiple vendor's software, support services, etc.) complexity that demonstrates successful experience.	1) installed 1600 cables built 16 IDFs prior to deadline 2) installed 1250 cables built 12 IDFs made deadline 3) completed 20 floors of cable after hours and made sure daily that system was operational for staff arrival every morning.
Approximate begin and end dates of each project	1) June 2015-Aug 2015 2) July 2014-Sept 2015 3) May 2013-Oct 2013
Approximate Project Cost	1) 400K, 2) 375K 3) 1.75M
Describe knowledge and experience related to K12 technology implementations	Neang understands that projects for VCU require clean, neat and organized project as time to complete is always very quick.
Education/Training/Certifications	Corning Training, OSHA 10 training, Hubbell Training, and will be taking the Siemon test for certification in May
References	
Define the time devoted to the referenced projects	Was on site lead so there throughout the process managing multiple crews in an effort to make deadlines.
Define role and responsibility related to the referenced projects	Defined goals that needed to be completed daily in order to maintain schedule for the crews. Interfaced with customer, GC and other trades during weekly project meetings.
Define the projected time this individual will be devoted to this project	Daily
Define the role and responsibility for this individual as it would relate to this project	Neang would be running multiple crews if needed to make targeted date



## Attachment C

### Other Key Staff

Other Key Staff	Vendor Name:
Name	Jim Kwiatkowski
# Years Experience	19 years
Briefly describe 3 projects of comparable size, type (integration of multiple vendor's software, support services, etc.) complexity that demonstrates successful experience.	1) oversaw installation of 2,300 cables & completed before deadline 2) oversaw installation of 950 cables after hours and made sure that work environment was cleaned and fully functional prior to staff returning to work in the morning. 3) oversaw installation of 1900 cables in a 2 months with limited access
Approximate begin and end dates of each project	1) June 2015-Aug 2015 2) June 2014-Aug 2014 3) 2012-2014
Approximate Project Cost	1) 250K 2) 175K 3) 150K
Describe knowledge and experience related to K12 technology implementations	Jim understands that with VCU projects that time is of the essence and that setting completion goals for his staff is critical to maintain the schedule.
Education/Training/Certifications	
References	
Define the time devoted to the referenced projects	Jim was on site throughout the duration of these projects.
Define role and responsibility related to the referenced projects	Jim was responsible for maintaining the work flow and keeping materials in sync with the work being done. He attended weekly project meetings and provided progress updates to the GC and the end user.
Define the projected time this individual will be devoted to this project	Daily
Define the role and responsibility for this individual as it would relate to this project	Jim would be involved from the beginning to the end of all VCU projects to make sure that they stay on schedule.

# COMMONWEALTH OF VIRGINIA



## DEPARTMENT OF SMALL BUSINESS & SUPPLIER DIVERSITY

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

### Fiber Plus, Inc.

is a certified Small Business meeting all the eligibility requirements set forth under the Code of Virginia Section 2.2-16.1 et seq. and Administrative Code, 7VAC 13-20 et seq.

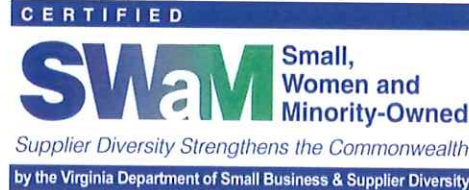
**Certification Number: 666745**

**Valid Through: February 25, 2019**

Accordingly Certified

A handwritten signature in blue ink, appearing to read "Tracey G. Wiley".

**Tracey G. Wiley, Director**



# MEMBERSHIP CERTIFICATE

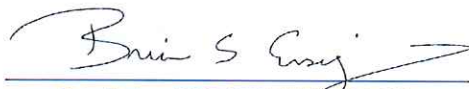
This certifies that

## FiberPlus, Inc.

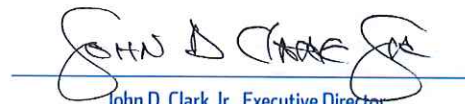
is a BICSI Member in good standing through

### May 1, 2018

PAGE 61



Brian Ensign, RCDD, RTPM, NTS, OSP, CSI  
BICSI President



John D. Clark Jr., Executive Director  
& Chief Executive Officer



advancing the information and  
communications technology community

*Building Industry Consulting Service International*

THE PROFESSIONAL DESIGNATION OF

**REGISTERED COMMUNICATIONS  
DISTRIBUTION DESIGNER®**

IS AWARDED TO

**Christopher Kincade**

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

PAGE 62

Designation Number: 172769R  
Registration Start Date: 1/1/2015  
Registration End Date: 12/31/2017



**Bicsi**  
**RCDD**  
Since  
5/21/2005

Chair, Registrations & Credentials Supervision Committee

Director of Credentialing

**Building Industry Consulting Service International**

THE PROFESSIONAL DESIGNATION OF

**REGISTERED COMMUNICATIONS  
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IS AWARDED TO

**Thomas L Christison**

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

Designation Number: 181304R  
Registration Start Date: 1/1/2016  
Registration End Date: 12/31/2018



**BICSI**  
**RCDD**  
Since

8/23/1997\*

Chair, Registrations & Credentials Supervision Committee.

Director of Credentialing

Building Industry Consulting Service International

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REGISTERED COMMUNICATIONS  
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IS AWARDED TO

**Douglas Hyde**

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

PAGE 64

Designation Number: 183332R  
Registration Start Date: 1/1/2016  
Registration End Date: 12/31/2018



**Bicsi**  
**RCDD**  
Since

7/29/2006

*George E. Shaw*

Chair, Registrations & Credentials Supervision Committee

*R. J. [Signature]*

Director of Credentialing

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER®

IS AWARDED TO

Steven M Bass

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

PAGE 65

Designation Number: 191483R  
Registration Start Date: 1/1/2017  
Registration End Date: 12/31/2019



Since 9/21/1998

*George E. Shoumgo*

Chair, Registrations & Credentials Supervision Committee

*R. J. Thomas*

Director of Credentialing

*Building Industry Consulting Service International*

THE PROFESSIONAL DESIGNATION OF

**REGISTERED COMMUNICATIONS  
DISTRIBUTION DESIGNER®**

IS AWARDED TO

**Daniel C Berlin**

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

Designation Number: 191736R  
Registration Start Date: 1/1/2017  
Registration End Date: 12/31/2019



4/8/2013

*George E. Shoumry*

Chair, Registrations & Credentials Supervision Committee

*R. J. Thomas*

Director of Credentialing



Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

**BICSI TECHNICIAN**

IS AWARDED TO

**Michael Owens**

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

Designation Number: 191497H

Registration Start Date: 8/1/2016

Registration End Date: 8/1/2019



Since

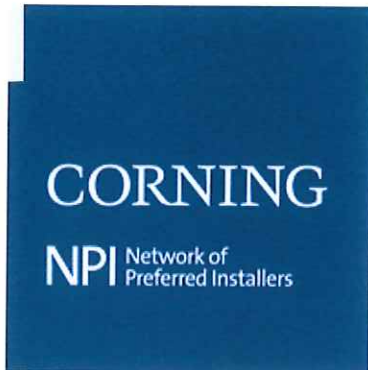
7/23/2010

Chair, Registrations & Credentials Supervision Committee

Director of Credentialing



PAGE 68



## Corning Optical Communications Network of Preferred Installers

FiberPlus Inc. Maryland

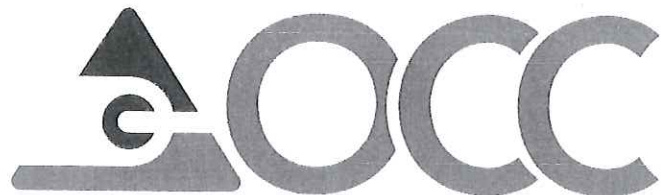
Certified Member

2017 Member in Good Standing

Stuart Hoiness  
Senior VP  
Enterprise Networks, TCO

Regina McCaughan, Program Manager  
Enterprise Networks  
Network of Preferred Installers

Rendered: Wed Mar 08 14:51:15 GMT 2017



OPTICAL CABLE CORPORATION  
Multimedia Design & Integration Specialist (MDIS)  
Certification Program

*Fiber Plus, Inc.*

Has completed training on Copper Category and Fiber Optic standards, testing methods, and OCC fiber optic and copper cable and connectivity product installation practices and  
Entitles the Certified OCC MDIS Installer to offer end users a  
25 Year Performance Assurance Warranty on Fiber Optic and Copper Applications



CERTIFIED INSTALLER

Certificate Number: O47-0189-090506

Certified by: Optical Cable Corporation

Certificate Date: September 2016 – September 2017

*Gina Knapp*

Gina Knapp  
MDIS Administrator

**Certificate of Training**

Let it be known that  
**Keith Langkam**

has successfully completed the training requirements of the  
**FutureFLEX® Installation Standards Course**

Class Date:  
September 29, 2016



**SUMITOMO ELECTRIC**  
Lightwave Corp.

Valid Through:  
September 29, 2018



Event ID: OV-SUM-NC-0915-1  
BICSI CECs Awarded:  
 RCDD  RITP  RTPM  
 OSP  ITS Installer2, Copper/Optical  
Fiber  
 ITS Technician  Certified Trainer

Approved by: *Kent Templeman*  
Director of Engineering and Training

# Certificate of Training

Let it be known that  
**Major Ron Robinson**

has successfully completed the training requirements of the  
**FutureFLEX® Installation Standards Course**

Class Date:  
September 29, 2016



**SUMITOMO ELECTRIC**  
Lightwave Corp.

Valid Through:  
September 29, 2018

**Bicsi**  
CONVENTIONAL + FIBER + IP  
SOLUTIONS



Event ID: OV-SUM-NC-0915-1

BICSI CECs Awarded:

7 RCDD 7 RITP 7 RTPM

7 OSP 7 ITS Installer2, Copper/Optical  
Fiber

7 ITS Technician 7 Certified Trainer

Approved by:

*Kent Templeman*

Director of Engineering and Training

# Certificate of Training

Let it be known that  
**Jamie Newman**

has successfully completed the training requirements of the  
**FutureFLEX® Installation Standards Course**

Class Date:  
September 29, 2016



**SUMITOMO ELECTRIC**  
Lightwave Corp.

Valid Through:  
September 29, 2018



Event ID: OV-SUM-NC-0915-1  
BICSI CECs Awarded:  
7 RCDD 7 RITP 7 RTPM  
7 OSP 7 ITS Installer2, Copper/Optical  
Fiber  
7 ITS Technician 7 Certified Trainer

Approved by: *Kent Sipleman*  
Director of Engineering and Training

# Certificate of Training

Let it be known that  
**Thomas L. Christisun**

has successfully completed the training requirements of the  
**FutureFLEX® Installation Standards Course**

Class Date:  
September 29, 2016



**SUMITOMO ELECTRIC**  
Lightwave Corp.

Valid Through:  
September 29, 2018



Event ID: OV-SUM-NC-0915-1

BICSI CECs Awarded:

RCDD  RITP  RTPM

OSP  ITS Installer2, Copper/Optical  
Fiber

ITS Technician  Certified Trainer

Approved by:

Director of Engineering and Training

# Certificate of Training

Let it be known that  
**Dan Berlin**

has successfully completed the training requirements of the  
**FutureFLEX® Installation Standards Course**

Class Date:  
September 29, 2016



**SUMITOMO ELECTRIC**  
Lightwave Corp.

Valid Through:  
September 29, 2018



Event ID: OV-SUM-NC-0915-1  
BICSI CECs Awarded:  
7 RCDD 7 RITP 7 RTPM  
7 OSP 7 ITS Installer2, Copper/Optical  
Fiber  
7 ITS Technician 7 Certified Trainer

Approved by: *Kurt Jempelman*  
Director of Engineering and Training



# Certificate of Training

Let it be known that  
**Jaipersaud Deva**

has successfully completed the training requirements of the  
**FutureFLEX® Installation Standards Course**

Class Date:  
September 29, 2016



**SUMITOMO ELECTRIC**  
Lightwave Corp.

Valid Through:  
September 29, 2018



Event ID: OV-SUM-NC-0915-1

BICSI CECs Awarded:

RCDD  RITP  RTPM

OSP  ITS Installer2, Copper/Optical  
Fiber

ITS Technician  Certified Trainer

Approved by:

Director of Engineering and Training

# Certificate of Training

Let it be known that  
**Thakoor Singh**

has successfully completed the training requirements of the  
**FutureFLEX® Installation Standards Course**

Class Date:  
September 29, 2016



**SUMITOMO ELECTRIC**  
Lightwave Corp.

Valid Through:  
September 29, 2018

**Bicsi**  
Certified Network Installation  
Standard Environment



Event ID: OV-SUM-NC-0915-1

BICSI CECs Awarded:

7 RCDD 7 RITP 7 RTPM

7 OSP 7 ITS Installer2, Copper/Optical  
Fiber

7 ITS Technician 7 Certified Trainer

Approved by:

*Kurt Jenpleman*

Director of Engineering and Training

# Certificate of Training

Let it be known that  
**Terrell Green**

has successfully completed the training requirements of the  
**FutureFLEX® Installation Standards Course**

Class Date:  
September 29, 2016



**SUMITOMO ELECTRIC**  
Lightwave Corp.

Valid Through:  
September 29, 2018

**Bicsi**  
CONTINUING EDUCATION  
FOR THE INDUSTRY



Event ID: OV-SUM-NC-0915-1

BICSI CECs Awarded:

7 RCDD 7 RITP 7 RTPM

7 OSP 7 ITS Installer2, Copper/Optical  
Fiber

7 ITS Technician 7 Certified Trainer

Approved by:

*Kurt Sempleman*

Director of Engineering and Training

# Certificate of Training

Let it be known that  
**Scott Bell**

has successfully completed the training requirements of the  
**FutureFLEX® Installation Standards Course**

Class Date:  
September 29, 2016



**SUMITOMO ELECTRIC**  
Lightwave Corp.

Valid Through:  
September 29, 2018



Event ID: OV-SUM-NC-0915-1  
BICSI CECs Awarded:  
7 RCDD 7 RITP 7 RTPM  
7 OSP 7 ITS Installer2, Copper/Optical  
Fiber  
7 ITS Technician 7 Certified Trainer

Approved by: Kurt Templeman  
Director of Engineering and Training



## Invitation for Bid (IFB)

### SOLICITATION, OFFER AND AWARD

<b>IFB NUMBER</b> 2016-08	<b>DATE ISSUED</b> January 22, 2016	<b>DATE DUE</b> February 19, 2016	<b>REQ. NUMBER</b> n/a
------------------------------	--	--------------------------------------	---------------------------

For more information, please send e-mail to Single Point of Contact (SPOC): doug.jeslie@vita.virginia.gov, or call (804) 416-6161

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

**SHIP TO:** as specified in each order

**BILL TO:** as specified in each order

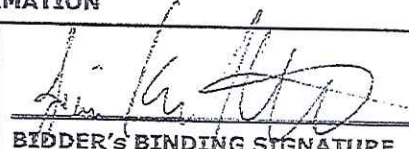
#### SOLICITATION

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

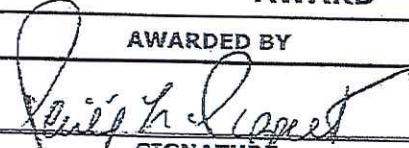
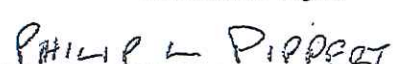
#### OFFER

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

#### BIDDER INFORMATION

SUPPLIER FEIN	52-1762520	 <b>BIDDER'S BINDING SIGNATURE</b>  <b>PRINTED NAME</b> Jim Kwiatkowski  <b>TITLE</b> Director of Operations, VA
SUPPLIER NAME	FiberPlus, Inc.	
ADDRESS	8221 Hermitage Road	
CITY/STATE/ZIP	Richmond, VA 23228	
E-MAIL	scampbell@fiberplusinc.com	
PHONE	804 212-2797	
FAX	804 264-2009	

#### AWARD

BID ITEMS AWARDED	AWARDED BY	AWARD DATE	CONTRACT NUMBER
Telecommunications Cabling Services and Associated Materials in the Service Districts identified in Exhibit A, Section III (page 10).	 <b>SIGNATURE</b> for the Chief Information Officer (CIO) of the Commonwealth of Virginia   <b>PRINTED NAME</b>	3/22/16	VA-160322-FPI

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



## Appendix D



## **Project Execution**

FiberPlus will maintain and establish a single point of contact responsible for reporting the periodic progress of the work performed for VCU. The designated individual shall remain a continuous point of contact through the duration an ongoing project.

We will be responsible for the daily cleaning and disposal of all trash and debris resulting from the work. In an occupied facility, all areas shall be returned to the same clean and orderly condition that existed prior to the work. All installation work will be accomplished in accordance with the agreed upon schedule.

A 25 year warranty for the cabling plant will be presented at project completion as will electronic test results and as built in either hand written or electronic format depending on how they are given to us. We will obtain permission from VCU prior to beginning any work that may necessitate cutting into or through any part of a building structure, such as concrete, masonry, floors or ceilings.

For each type of cable pulled, we will ensure that the proper amount of cable slack is retained at patch panels and workstation outlets. Ten (10) feet of slack shall be retained at the telecommunications closet for the copper cables. Ten (10) feet of slack shall be retained at the copper telecommunications outlet (looped in the ceiling area). A three (3) foot service loop shall be installed in non-suspended ceiling locations.

FiberPlus will seal all riser conduit sleeves, voids and openings through fire and smoke rated walls and partitions with Code approved fire stopping materials installed in accordance with the manufacturer's recommended installation methods and all Code requirements.

We will provide a detailed project work plan with the projected time lines and milestones for all major phases of the installation of the cabling plant prior to the start of the installation.

When needed we will secure an electrical permit and inspection(s) for the proper execution and completion of the work outlined in each project.

Throughout the installation of the cabling plant the Contractor must demonstrate a diligent and continuous effort to complete the work in a satisfactory manner. We will meet with VCU representatives when necessary to perform periodic observations and on-site reviews of work in progress.



## Appendix E





## Quality Control

With our baseline of more than five years of VCU experience FiberPlus will continue to assure that all materials specified for each project meets the requirements stated on the bid documents and that all material will be procured through distribution using the VCU project pricing that is in place. We will thoroughly review all the provided documents prior to pricing and abide by the stated guidelines when submitting our pricing. All work will be coordinated with VCU to keep the project on track and to make sure that deadlines will be met. Throughout the tenure of the project FiberPlus will keep VCU apprised of our progress by providing regular updates. Should we experience material lead time issues they will be relayed to VCU in a timely manner so that we can establish an alternate plan if needed. All projects will have electronic test results supplied at their completion.



## Appendix F



## Communications Horizontal Cabling System Test Plan VCU Projects

FiberPlus Inc. Test Plan and Cable Acceptance

### Quality Assurance

FPI's test procedures and testers will comply with all applicable requirements as set forth in the documents:

ANSI/TIA/EIA TSB-67 and TSB-95 Field Testing of UTP  
ANSI/TIA/EIA 568-B Annex H

FiberPlus will utilize the latest version of the below listed specifications for identification and administration of the HCPS Communications Horizontal Cabling.

ANSI/TIA /EIA – 606  
ANSI/TIA /EIA – 569  
ANSI/TIA /EIA – 568  
ANSI/TIA /EIA – 526-14  
ANSI/TIA /EIA – 526-7  
BICSI Telecommunications Distribution Methods Manual

### Products

1. Communication Horizontal UTP Cable Tester
  - a. FPI will perform all tests necessary to certify the horizontal UTP cabling the requirements of Category 6A.
  - b. FPI's Fluke DTX-1800 Cable Analyzer is a UL certified Level II test set that has been calibrated by a manufacturer certified calibration facility.
  - c. FPI will utilize the FLUKE DTX-1800 Cable Analyzer as our acceptable manufacturer.

### Execution

1. Horizontal UTP Cable Testing
  - a. FPI testing shall conform to all ANSI/TIA/EIA TSB-67 Transmission Performance Specifications for Field Testing of Unshielded Twisted-Pair Cabling Systems and ANSI/TIA/EIA-568-B-2, Propagation Delay and Delay skew specification for 100 Ohm 4-Pair cable.
  - b. FPI will utilize the FLUKE DTX -1800 that is a UL certified Level II tester.
  - c. Fiber will remove and re-install any cable that fails the prescribed certification testing.

- d. FPI will provide electronically all CAT 6A, 100Mhz channel test results on all pairs of cable for the following test:
  - Length
  - Wire Map (Continuity)
  - Attenuation (Insertion Loss)
  - Return Loss
  - Attenuation Cross Talk Ratio (ACR)
  - Power Sum ACR
  - Near End Cross Talk (NEXT)
  - Equal Level Far-End Cross Talk (ELFEXT)
  - Power Sum NEXT (Cat 5e and higher only)
  - Power Sum ELFEXT (Cat 5e and higher only)
  - Propagation Delay
  - Delay Skew

### **Test Results**

1. Horizontal Copper Cabling:
  - a. FPI will test all cables and submit all horizontal copper cable test result data in electronic format. FPI will save all files to a CD to be turned over at the completion of the project. There will be no paper test results turned over.
  - b. FPI UNDERSTANDS THAT ALL FILES ARE TO BE PROVIDED IN THEIR NATIVE FORMAT IN WHICH THEY WERE TESTED.

### **Cable Testing Validation**

- a. FPI will participate in all cable testing validation.
- b. FPI understands that we will have to repair, replace and re-test any cable if there are discrepancies found.

### **Identification & Labeling**

- a. FPI will meet all labeling and identification requirements as set forth by the end user. FPI will confirm all labeling and identification requirements with the owner or owner's representative prior to cable installation and termination.



# Certificate of Calibration

ISO 9001:2008 (10101/2)

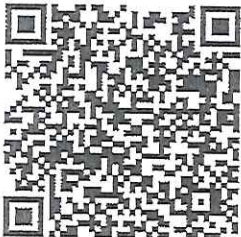
## Everett Service Center


<b>Certificate Number:</b> 314273			
<b>Data Type:</b>	Found-Left	<b>Calibration Date:</b>	30-Jan-2017
<b>Result Summary:</b>	In Tolerance	<b>Calibration Due:</b>	30-Jan-2018
<b>Manufacturer:</b>	Fluke Networks	<b>Certificate Date:</b>	30-Jan-2017
<b>Model:</b>	DTX-1800 Main Unit	<b>Temperature:</b>	22.6 °C
<b>Serial Number:</b>	9971055	<b>Humidity:</b>	30.4 %
<b>Description:</b>	Cable Analyzer		
<b>Procedure:</b> DTX Series Cable Analyzer		<b>Revision:</b>	1.3.001
<b>Customer:</b>	FIBERPLUS INCORPORATED		
<b>City:</b>	HENRICO	<b>Country:</b>	US
<b>State:</b>	VA		
<b>Purchase Order:</b>	GOLD 55050007	<b>RMA:</b>	31190744

This calibration is traceable to the International System of Units (SI), through National Metrology Institutes (NIST, PTB, NRC, NPL, etc.), radiometric techniques, or natural physical constants. This certificate applies only to the item identified and shall not be reproduced other than in full, without the specific written approval by Fluke Corporation. Calibration certificates without signature are not valid. The calibration has been completed in accordance with Fluke Electronics Corporation Quality System Document 111.0 Revision 118 8/2014 and/or Fluke 17025 Quality Manual QSD 111.41 Revision 005 9/2014.

The Data Type found in this certificate must be interpreted as:

- As - Found Calibration data collected before the unit is adjusted and / or repaired.
- As - Left Calibration data collected after the unit has been adjusted and / or repaired.
- Found-Left Calibration data collected without any adjustment and / or repair performed.



Calibrated 

Cert #: 314273  
 Cal Date: 30-Jan-2017  
 Due Date: 30-Jan-2018  
 S/N: 9971055  
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www.fluke.com  
 Cert #: 314273  
 Date: 30-Jan-2017  
 Due: 30-Jan-2018

*Andrew Walker*  
 ANDREW WALKER  
 Issued By

Certificate Number: 314273

Date of Calibration: 30-Jan-2017

**Standards Used**

Asset	Description	Cal-Date	Cal-Due
17633	Fluke Networks DTX-IL/FEXT-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
17632	Fluke Networks DTX-NEXT-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
17631	Fluke Networks DTX-RL-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
9279	Fluke Networks FTE 1895 LAN Test Cable Fixture	12-Feb-2016	12-Feb-2017



# Certificate of Calibration

ISO 9001:2008 (10101/2)

## Everett Service Center


Certificate Number: 314274		Calibration Date: 30-Jan-2017
Data Type: Found-Left	Result Summary: In Tolerance	Calibration Due: 30-Jan-2018
Manufacturer: Fluke Networks	Model: DTX-1800 Smart Remote	Certificate Date: 30-Jan-2017
Serial Number: 9971056	Description: Cable Analyzer	Temperature: 22.6 °C
		Humidity: 30.4 %
Procedure: DTX Series Cable Analyzer		Revision: 1.3.001
Customer: FIBERPLUS INCORPORATED		
City: HENRICO		Country: US
State: VA		
Purchase Order: GOLD 55050007		RMA: 31190744

This calibration is traceable to the International System of Units (SI), through National Metrology Institutes (NIST, PTB, NRC, NPL, etc.), radiometric techniques, or natural physical constants. This certificate applies only to the item identified and shall not be reproduced other than in full, without the specific written approval by Fluke Corporation. Calibration certificates without signature are not valid. The calibration has been completed in accordance with Fluke Electronics Corporation Quality System Document 111.0 Revision 118 8/2014 and/or Fluke 17025 Quality Manual QSD 111.41 Revision 005 9/2014.

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- As - Left Calibration data collected after the unit has been adjusted and / or repaired.
- Found-Left Calibration data collected without any adjustment and / or repair performed.



Calibrated 

Cert #: 314274  
 Cal Date: 30-Jan-2017  
 Due Date: 30-Jan-2018  
 S/N: 9971056  
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Cert #: 314274  
 Date: 30-Jan-2017  
 Due: 30-Jan-2018

*Andrew Walker*  
 ANDREW WALKER  
 Issued By

Certificate Number: 314274

Date of Calibration: 30-Jan-2017

**Standards Used**

<b>Asset</b>	<b>Description</b>	<b>Cal-Date</b>	<b>Cal-Due</b>
17633	Fluke Networks DTX-IL/FEXT-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
17632	Fluke Networks DTX-NEXT-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
17631	Fluke Networks DTX-RL-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
9279	Fluke Networks FTE 1895 LAN Test Cable Fixture	12-Feb-2016	12-Feb-2017





# Certificate of Calibration

ISO 9001:2008 (10101/2)

## Everett Service Center

<b>Certificate Number:</b> 277706			
<b>Data Type:</b>	Found-Left	<b>Calibration Date:</b>	21-Sep-2016
<b>Result Summary:</b>	In Tolerance	<b>Calibration Due:</b>	21-Sep-2017
<b>Manufacturer:</b>	Fluke Networks	<b>Certificate Date:</b>	21-Sep-2016
<b>Model:</b>	DTX-1800 Main Unit	<b>Temperature:</b>	21.4 °C
<b>Serial Number:</b>	8795163	<b>Humidity:</b>	44.7 %
<b>Description:</b>	Cable Analyzer		
<b>Procedure:</b> DTX Series Cable Analyzer		<b>Revision:</b>	1.3.001
<b>Customer:</b>	FIBERPLUS INCORPORATED	<b>Country:</b>	US
<b>City:</b>	HENRICO	<b>RMA:</b>	31105409
<b>State:</b>	VA		
<b>Purchase Order:</b>	GOLD 55050007		

This calibration is traceable to the International System of Units (SI), through National Metrology Institutes (NIST, PTB, NRC, NPL, etc.), radiometric techniques, or natural physical constants. This certificate applies only to the item identified and shall not be reproduced other than in full, without the specific written approval by Fluke Corporation. Calibration certificates without signature are not valid. The calibration has been completed in accordance with Fluke Electronics Corporation Quality System Document 111.0 Revision 118 8/2014 and/or Fluke 17025 Quality Manual QSD 111.41 Revision 005 9/2014.

The Data Type found in this certificate must be interpreted as:


- As - Found Calibration data collected before the unit is adjusted and / or repaired.
- As - Left Calibration data collected after the unit has been adjusted and / or repaired.
- Found-Left Calibration data collected without any adjustment and / or repair performed.



Calibrated 

Cert #: 277706  
 Cal Date: 21-Sep-2016  
 Due Date: 21-Sep-2017  
 S/N: 8795163  
 www.fluke.com

Cert #: 277706  
 Date: 21-Sep-2016  
 Due: 21-Sep-2017  
 www.fluke.com

  
 ED MILLS  
 Issued By

Certificate Number: 277706

Date of Calibration: 21-Sep-2016

**Standards Used**

<b>Asset</b>	<b>Description</b>	<b>Cal-Date</b>	<b>Cal-Due</b>
17633	Fluke Networks DTX-IL/FEXT-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
17632	Fluke Networks DTX-NEXT-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
17631	Fluke Networks DTX-RL-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
9279	Fluke Networks FTE 1895 LAN Test Cable Fixture	12-Feb-2016	12-Feb-2017



# Certificate of Calibration

## Everett Service Center

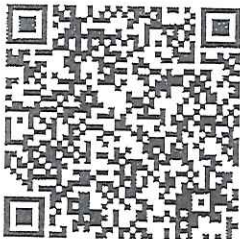
ISO 9001:2008 (10101/2)


Certificate Number: 277705		Calibration Date: 21-Sep-2016
Data Type: Found-Left	Result Summary: In Tolerance	Calibration Due: 21-Sep-2017
Manufacturer: Fluke Networks	Model: DTX-1800 Smart Remote	Certificate Date: 21-Sep-2016
Serial Number: 8805015	Description: Cable Analyzer	Temperature: 21.4 °C
		Humidity: 44.4 %
Procedure: DTX Series Cable Analyzer		Revision: 1.3.001
Customer: FIBERPLUS INCORPORATED		
City: HENRICO		Country: US
State: VA		
Purchase Order: GOLD 55050007		RMA: 31105409

This calibration is traceable to the International System of Units (SI), through National Metrology Institutes (NIST, PTB, NRC, NPL, etc.), radiometric techniques, or natural physical constants. This certificate applies only to the item identified and shall not be reproduced other than in full, without the specific written approval by Fluke Corporation. Calibration certificates without signature are not valid. The calibration has been completed in accordance with Fluke Electronics Corporation Quality System Document 111.0 Revision 118 8/2014 and/or Fluke 17025 Quality Manual QSD 111.41 Revision 005 9/2014.

The Data Type found in this certificate must be interpreted as:

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- As - Left Calibration data collected after the unit has been adjusted and / or repaired.
- Found-Left Calibration data collected without any adjustment and / or repair performed.




Calibrated 

Cert #: 277705  
 Cal Date: 21-Sep-2016  
 Due Date: 21-Sep-2017  
 S/N: 8805015  
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Cert #: 277705  
 Date: 21-Sep-2016  
 Due: 21-Sep-2017

  
 ED MILLS  
 Issued By

Certificate Number: 277705

Date of Calibration: 21-Sep-2016

**Standards Used**

Asset	Description	Cal-Date	Cal-Due
17633	Fluke Networks DTX-IL/FEXT-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
17632	Fluke Networks DTX-NEXT-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
17631	Fluke Networks DTX-RL-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
9279	Fluke Networks FTE 1895 LAN Test Cable Fixture	12-Feb-2016	12-Feb-2017



# Certificate of Calibration

ISO 9001:2008 (10101/2)

## Everett Service Center

<b>Certificate Number:</b> 277850			
<b>Data Type:</b>	Found-Left	<b>Calibration Date:</b>	22-Sep-2016
<b>Result Summary:</b>	In Tolerance	<b>Calibration Due:</b>	22-Sep-2017
<b>Manufacturer:</b>	Fluke Networks	<b>Certificate Date:</b>	22-Sep-2016
<b>Model:</b>	DTX-1800 Main Unit	<b>Temperature:</b>	21.6 °C
<b>Serial Number:</b>	9465089	<b>Humidity:</b>	41.9 %
<b>Description:</b>	Cable Analyzer		
<b>Procedure:</b> DTX Series Cable Analyzer		<b>Revision:</b>	1.3.001
<b>Customer:</b>	FIBERPLUS INCORPORATED		
<b>City:</b>	HENRICO	<b>Country:</b>	US
<b>State:</b>	VA		
<b>Purchase Order:</b>	GOLD 55050007	<b>RMA:</b>	31105004

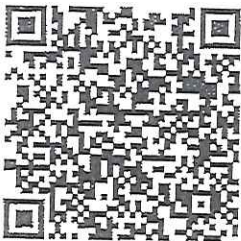
This calibration is traceable to the International System of Units (SI), through National Metrology Institutes (NIST, PTB, NRC, NPL, etc.), radiometric techniques, or natural physical constants. This certificate applies only to the item identified and shall not be reproduced other than in full, without the specific written approval by Fluke Corporation. Calibration certificates without signature are not valid. The calibration has been completed in accordance with Fluke Electronics Corporation Quality System Document 111.0 Revision 118 8/2014 and/or Fluke 17025 Quality Manual QSD 111.41 Revision 005 9/2014.


The Data Type found in this certificate must be interpreted as:

- As - Found Calibration data collected before the unit is adjusted and / or repaired.
- As - Left Calibration data collected after the unit has been adjusted and / or repaired.
- Found-Left Calibration data collected without any adjustment and / or repair performed.

### Comments:

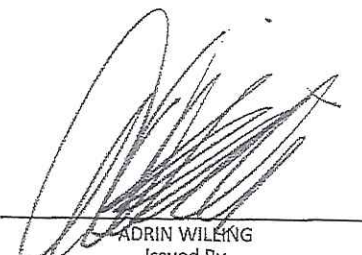
FIRMWARE UPGRADED: THE TEST INSTRUMENT FIRMWARE WAS UPGRADED.



Calibrated 

Cert #: 277850  
 Cal Date: 22-Sep-2016  
 Due Date: 22-Sep-2017  
 S/N: 9465089  
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 ADRIN WILKING  
 Issued By

Certificate Number: 277850

Date of Calibration: 22-Sep-2016

**Standards Used**

Asset	Description	Cal-Date	Cal-Due
17633	Fluke Networks DTX-IL/FEXT-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
17632	Fluke Networks DTX-NEXT-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
17631	Fluke Networks DTX-RL-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
9279	Fluke Networks FTE 1895 LAN Test Cable Fixture	12-Feb-2016	12-Feb-2017



ISO 9001:2008 (10101/2)



# Certificate of Calibration

## Everett Service Center

<b>Certificate Number:</b> 277851		<b>Calibration Date:</b> 22-Sep-2016
<b>Data Type:</b> Found-Left		<b>Calibration Due:</b> 22-Sep-2017
<b>Result Summary:</b> In Tolerance		<b>Certificate Date:</b> 22-Sep-2016
<b>Manufacturer:</b> Fluke Networks		<b>Temperature:</b> 21.6 °C
<b>Model:</b> DTX-1800 Smart Remote		<b>Humidity:</b> 41.9 %
<b>Serial Number:</b> 9465086		
<b>Description:</b> Cable Analyzer		
<b>Procedure:</b> DTX Series Cable Analyzer		<b>Revision:</b> 1.3.001
<b>Customer:</b> FIBERPLUS INCORPORATED		
<b>City:</b> HENRICO		<b>Country:</b> US
<b>State:</b> VA		
<b>Purchase Order:</b> GOLD 55050007		<b>RMA:</b> 31105004

This calibration is traceable to the International System of Units (SI), through National Metrology Institutes (NIST, PTB, NRC, NPL, etc.), radiometric techniques, or natural physical constants. This certificate applies only to the item identified and shall not be reproduced other than in full, without the specific written approval by Fluke Corporation. Calibration certificates without signature are not valid. The calibration has been completed in accordance with Fluke Electronics Corporation Quality System Document 111.0 Revision 118 8/2014 and/or Fluke 17025 Quality Manual QSD 111.41 Revision 005 9/2014.

The Data Type found in this certificate must be interpreted as:

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- As - Left Calibration data collected after the unit has been adjusted and / or repaired.
- Found-Left Calibration data collected without any adjustment and / or repair performed.

### Comments:

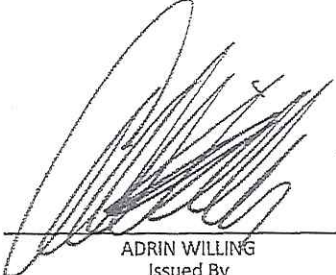
FIRMWARE UPGRADED: THE TEST INSTRUMENT FIRMWARE WAS UPGRADED.



Calibrated 

Cert #: 277851  
 Cal Date: 22-Sep-2016  
 Due Date: 22-Sep-2017  
 S/N: 9465086  
 www.fluke.com

www.fluke.com  
 Date: 22-Sep-2016  
 Due: 22-Sep-2017

  
 ADRIN WILLING  
 Issued By

Certificate Number: 277851

Date of Calibration: 22-Sep-2016

**Standards Used**

Asset	Description	Cal-Date	Cal-Due
17633	Fluke Networks DTX-IL/FEXT-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
17632	Fluke Networks DTX-NEXT-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
17631	Fluke Networks DTX-RL-V VERIFICATION ARTIFACT	16-Aug-2016	16-Aug-2017
9279	Fluke Networks FTE 1895 LAN Test Cable Fixture	12-Feb-2016	12-Feb-2017





# Certificate of Calibration

## Everett Service Center

ISO 9001:2008 (10101/2)

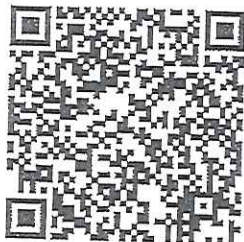
Certificate Number: 286913		Calibration Date: 21-Oct-2016
Data Type: As-Left	Result Summary: In Tolerance	Calibration Due: 21-Oct-2017
Manufacturer: Fluke Networks		Certificate Date: 21-Oct-2016
Model: OFP-QUAD		Temperature: 22.8 °C
Serial Number: 2091006		Humidity: 39.7 %
Description: OptiFiber Pro Quad OTDR Module		

Procedure: OptiFiber Pro QUAD OTDR Test	Revision: 1.2.1.0
Customer: FIBERPLUS INCORPORATED	
City: HENRICO	Country: US
State: VA	
Purchase Order: GOLD 55050007	RMA: 31127291

This calibration is traceable to the International System of Units (SI), through National Metrology Institutes (NIST, PTB, NRC, NPL, etc.), radiometric techniques, or natural physical constants. This certificate applies only to the item identified and shall not be reproduced other than in full, without the specific written approval by Fluke Corporation. Calibration certificates without signature are not valid. The calibration has been completed in accordance with Fluke Electronics Corporation Quality System Document 111.0 Revision 118 8/2014 and/or Fluke 17025 Quality Manual QSD 111.41 Revision 005 9/2014.

The Data Type found in this certificate must be interpreted as:

- As - Found Calibration data collected before the unit is adjusted and / or repaired.
- As - Left Calibration data collected after the unit has been adjusted and / or repaired.
- Found-Left Calibration data collected without any adjustment and / or repair performed.



Calibrated



Cert #: 286913  
 Cal Date: 21-Oct-2016  
 Due Date: 21-Oct-2017  
 S/N : 2091006

www.fluke.com

Cert #: 286913  
 Date: 21-Oct-2016  
 Due: 21-Oct-2017  
 www.fluke.com

ED MILLS  
Issued By

Certificate Number: 286913

Date of Calibration: 21-Oct-2016

**Standards Used**

<b>Asset</b>	<b>Description</b>	<b>Cal-Date</b>	<b>Cal-Due</b>
16325	FLUKE NETWORKS 10KM SM ARTIFACT 10KM SM FIBER LENGTH CABLE	15-Mar-2012	15-Mar-2017
16324	FLUKE NETWORKS 2KM MM ARTIFACT 2KM MM FIBER LENGTH CABLE	27-Apr-2012	27-Apr-2017
16171	ILX Lightwave OMH-6703B Power Head	23-Feb-2016	23-Feb-2017
16170	ILX Lightwave OMM-6810B Optical Multimeter	23-Feb-2016	23-Feb-2017



## Appendix G



## References

The College of William and Mary  
Don Hensley  
Information Technology Project Manager  
The College of William and Mary  
P.O. Box 8795  
Williamsburg, VA 23187  
Telephone: (757) 221-4008  
Email: [dghens@wm.edu](mailto:dghens@wm.edu)

Paul F. Kolmetz, Ph.D., RCDD  
Technical Operations Project Manager  
Henrico County Public Schools (Semi-Retired from position)  
Telephone: (804) 624-0462

Kevin Baybutt  
Project Manager  
Bon Secours Richmond  
Information Services  
8550 Magellan Pkwy Suite 400  
Richmond, VA 23227  
Telephone: 804-972-5754  
Email: [Kevin\\_Baybutt@bshsi.org](mailto:Kevin_Baybutt@bshsi.org)



## Appendix H

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

3/17/05

**PRODUCER**

HMS INSURANCE ASSOCIATES INC  
10751 FALLS ROAD, SUITE 256  
BROOKLANDVILLE, MD 21022  
(410) 337-9755

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

COMPANY

**A** THE NETHERLANDS INS COMPANY

COMPANY

**B** EXCELSIOR INSURANCE COMPANIES

COMPANY

**C** MONTGOMERY INSURANCE CO

COMPANY

**D**

**INSURED**

FIBER PLUS, INC.  
FIBER PLUS FEDERAL SERVICES, INC.  
8240-C PRESTON COURT  
JESSUP, MD 20794

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING 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.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>	BIN123669CGL	3/01/05	3/01/06	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> PER PROJECT/LOCATION				FIRE DAMAGE (Any one fire) \$ 300,000
	<input type="checkbox"/> AGGREGATE				MED EXP (Any one person) \$ 10,000
	<b>AUTOMOBILE LIABILITY</b>				BIN123669APB
<input checked="" type="checkbox"/> ANY AUTO	PHYSICAL DAMAGE \$1,000 COMP DEDUCTIBLE \$1,000 COLL DEDUCTIBLE			BODILY INJURY (Per person) \$	
<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$	
<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$	
<input type="checkbox"/> HIRED AUTOS				AUTO ONLY - EA ACCIDENT \$	
<input type="checkbox"/> NON-OWNED AUTOS				OTHER THAN AUTO ONLY: \$	
<b>GARAGE LIABILITY</b>				EACH ACCIDENT \$	
<input type="checkbox"/> ANY AUTO				AGGREGATE \$	
B	<b>EXCESS LIABILITY</b>	BIN123669SUM	3/01/05	3/01/06	EACH OCCURRENCE \$ 10,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE \$ 10,000,000
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	BIN123669WCC - MD	3/01/05	3/01/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
		BIN123669WCC-01 - PA & VA	3/01/05	3/01/06	EL EACH ACCIDENT \$ 500,000
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL				EL DISEASE-POLICY LIMIT \$ 500,000
					EL DISEASE-EA EMPLOYEE \$ 500,000
	<b>OTHER</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

**CERTIFICATE HOLDER**

SAMPLE

Will provide w/vcu as additional insured upon AWARD

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*[Signature]*

JEFFERY McDONALD

ACORD CORPORATION 1988

ACORD 25-S (1/95)

01 123669 000

PAGE 104

CERTIFICATE: 001/001/ 00110

## FiberPlus – NCCI & PCRB Modification Explanation

FiberPlus, Inc. is in an unfortunate situation where their payroll is split between MD (NCCI) and PA (PCRB). PA is one of the few states that does not participate in NCCI experience modifications. PA chooses to issue its own state specific experience modification. The two systems do not communicate or share information. Therefore, when a claim is filed in one state, the entire dollar value of the claim weighs against a percentage of the company's actual payroll, thus creating an artificially high experience modification for that particular state.

*Example:     MD payroll is \$1,000,000  
                 PA payroll is \$1,000,000*

*If there is a loss that happens in PA for \$500,000. The loss only gets measured against \$1,000,000 in PA payroll, instead of the \$2,000,000 of actual payroll. So in this example, the PA modification will be artificially high and the MD modification would be artificially low.*

To illustrate this we have taken the Pennsylvania payrolls and losses and plugged them into NCCI's calculation system and it creates an NCCI experience modification of .99.

There is only one claim negatively impacting Fiberplus's MD experience modification and it's from an employee injuring himself falling out of the driver's seat of his parked van. That's a hard claim to prevent against and not indicative of the company's dedication to safety and past results.

FiberPlus has an above average safety program which includes:

- A formal written safety program
- Pre-Hire and random drug testing
- Third party safety consulting
- A safety committee
- Pre-Hire background check
- All employees are offered a full health and benefits package
- Motor Vehicle Record reviews
- Safety equipment provided at employers expense
- Random job-site inspections
- Light duty and return to work programs



**PSA**

*"Dedicated to growing and protecting the assets of our clients."*

11311 McCormick Road, 5th Floor  
Hunt Valley, MD 21031-8622

tel 800.677.7887  
fax 410.828.0242

web [psafinancial.com](http://psafinancial.com)

Employee Benefits

Commercial & Personal Insurance

Retirement Plan Services

Financial Planning & Wealth Management

Please don't hesitate to call me with any questions or concerns.

Sincerely,

Eric Holden  
Vice President – Property & Casualty Insurance  
[eholden@psafinancial.com](mailto:eholden@psafinancial.com)



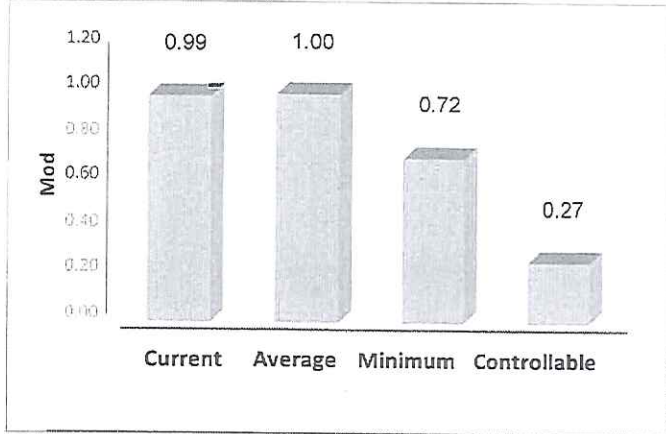
# Mod Snapshot

Effective date: 3/1/2017

## The Key Numbers

Total expected losses	\$81,343
Total expected primary losses	\$25,604
Total expected excess losses	\$55,739
Total unlimited losses	\$30,430
Total limited/adjusted losses	\$30,430
Total actual primary losses	\$30,430
Total actual excess losses	\$0
Computed ballast value	31,799
Computed weighting value	0.11
Modification factor	0.99
ARAP factor	1.00

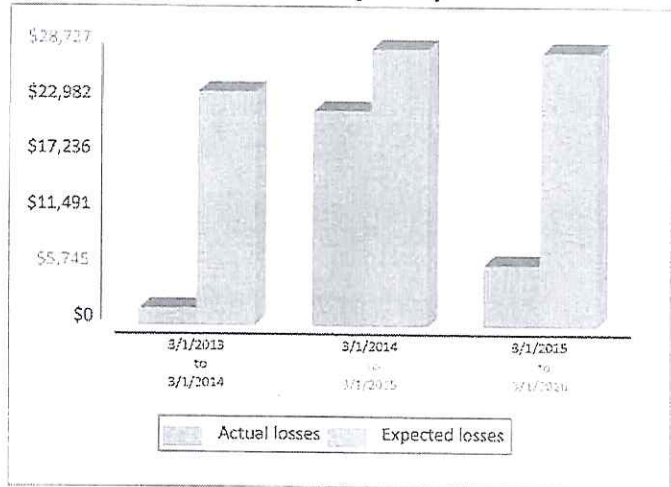
## Mod Breakdown



## Impact of Top Itemized Losses

State	Injury Date	Incurred Loss	Impact on Mod	Mod w/o Loss
MD	10/14/2014	\$12,415	0.1097	0.8787
MD	1/29/2015	\$8,671	0.0766	0.9118
VA	7/23/2015	\$4,490	0.0397	0.9487
MD	7/9/2013	\$1,818	0.0161	0.9723
MD	5/14/2015	\$628	0.0055	0.9829
MD	1/5/2015	\$562	0.0050	0.9834
MD	8/3/2015	\$515	0.0045	0.9839
MD	8/20/2015	\$361	0.0032	0.9852
MD	10/29/2014	\$317	0.0028	0.9856
MD	4/4/2014	\$294	0.0025	0.9858

## Actual vs. Expected Losses by Policy Period



## The Mod Formula

Actual primary losses	+	Ballast value	+	Weighting value	x	Actual excess losses	+	(1 - Weighting value)	x	Expected excess losses	=	Current mod
Expected primary losses	+	Ballast value	+	Weighting value	x	Expected excess losses	+	(1 - Weighting value)	x	Expected excess losses	=	
\$30,430	+	31,799	+	0.11	x	\$0	+	(1 - 0.11)	x	\$55,739	=	0.99
\$25,604	+	31,799	+	0.11	x	\$55,739	+	(1 - 0.11)	x	\$55,739	=	



## Appendix I



## Contractors Financial Stability

1. Fiber Plus Inc. 8240 Preston Ct. Jessup, MD 20794      Corporate Office  
Fiber Plus Inc. 8221 Hermitage Rd. Richmond, VA 23228      Richmond, VA  
Branch  
Fiber Plus Inc. 3045 East 14<sup>th</sup> Ave. Columbus, OH 43219      Ohio Branch
2. Fiber Plus Inc. was established February 13<sup>th</sup>, 1992
3. Fiber Plus Inc. is a C-Corp
4. Fiber Plus Inc. is incorporated in the State of Maryland.
5. The number of full time employees for the last 3 years are as follows  
1/1/17 (94) employees  
1/1/16 (100) employees  
1/1/15 (99) employees



## Appendix J

DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
COMMONWEALTH OF VIRGINIA

EXPIRES ON  
01-31-2017

9960 Mayland Dr., Suite 400, Richmond, VA 23233  
Telephone: (804) 367-8500

NUMBER  
2705059882

BOARD FOR CONTRACTORS  
CLASS A CONTRACTOR  
\*CLASSIFICATIONS\* ELE

FIBER PLUS INC  
8240-C PRESTON CT  
JESSUP, MD 20794



*James W. DeBoer*  
James W. DeBoer, Director

ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OR FIRMS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.

(SEE REVERSE SIDE FOR NAME AND/OR ADDRESS CHANGE)

(POCKET CARD)

COMMONWEALTH OF VIRGINIA  
CLASS A BOARD FOR CONTRACTORS  
CONTRACTOR

\*CLASSIFICATIONS\* ELE  
NUMBER: 2705059882 EXPIRES: 01-31-2017

FIBER PLUS INC  
8240-C PRESTON CT  
JESSUP, MD 20794



ALTERATION OF THIS DOCUMENT, USE AFTER EXPIRATION, OR USE BY PERSONS OR FIRMS OTHER THAN THOSE NAMED MAY RESULT IN CRIMINAL PROSECUTION UNDER THE CODE OF VIRGINIA.

(DETACH HERE)  
DEPARTMENT OF PROFESSIONAL AND OCCUPATIONAL REGULATION  
9960 Mayland Dr., Suite 400, Richmond, VA 23233



## Appendix K

# Siemon Cabling System Warranty

## GLOBAL SIEMON SYSTEM 6® CABLING SYSTEM WARRANTY

The Siemon Company ("Siemon") provides a 20 year system performance assurance and product Warranty for telecommunications cabling systems (the "Siemon Cabling System®" or "System/s") that utilize Siemon Category 6 Products and System 6 Qualified Cable and are designed and installed by authorized Designers and Installers in accordance with Siemon Specifications.

### 1. SYSTEM PERFORMANCE ASSURANCE AND PERFORMANCE GUARANTEES:

#### A. ASSURANCE:

After the installation is complete, Siemon will review the registration documentation to determine conformity to Siemon Specifications. Upon such determination, Siemon will issue a Registration Certificate indicating acceptance of the System. Siemon warrants that such Systems shall perform to the applicable transmission performance requirements (the "Standards") based upon 100 ohm ( $\Omega$ ) unshielded copper (UTP) cabling, along with performance specifications for installed cabling set forth in Section 1.B. below for a period of 20 years from the date of completed installation. The Standards are as follows:

1. ANSI/TIA-568-C.0:2009, ANSI/TIA-568-C.1:2009, and ANSI/TIA-568-C.2:2009 and applicable addenda (category 6)
2. ISO/IEC 11801 Ed. 2.0: 2002, ISO/IEC 11801 Ed. 2.0, Amendment 1: 2008, and ISO/IEC 11801 Ed. 2.0, Amendment 2: 2010 (class E)
3. ISO/IEC 24764 Ed. 1.0: 2010 (class E)
4. CENELEC EN 50173-1: 2007 (class E)
5. (BS) EN 50173-1: 2007 (class E)
6. AS/NZS 3080: 2009 (class E)
7. CSA T568.1: 2005, CSA T568.2: 2005 and applicable addenda
8. JIS X5150: 2009 (class E)
9. Any existing and future applications approved by IEEE, ATM Forum, ANSI or ISO that specify compatibility with the type of cable installed, including applications developed for use on Gigabit Ethernet (1000BASE-T) and 155 Mb/s ATM, provided that the installed cabling does not exceed an application's specified length limitation

# Siemon Cabling System Warranty

## B. PERFORMANCE:

The channel performance guarantees at 1, 100, and 250 MHz are as follows:

Performance Guarantees for System 6 Channels				
Parameter	Frequency (MHz)			Guaranteed Margin <sup>1</sup> (1-250 MHz)
	1 MHz	100 MHz	250 MHz	
Insertion Loss	2.1 dB	20.8 dB	35.1 dB	2.5 %
NEXT Loss	67.0 dB	41.9 dB	35.1 dB	2.0 dB
PSNEXT Loss	68.0 dB	40.1 dB	33.2 dB	3.0 dB
ACR-N	64.9 dB	21.2 dB	0.1 dB	2.0 dB
PSACR-N	62.9 dB	19.3 dB	-1.9 dB	3.0 dB
ACR-F	66.3 dB	26.3 dB	18.3 dB	3.0 dB
PSACR-F	63.3 dB	23.3 dB	15.3 dB	3.0 dB
Return Loss	21.0 dB	14.0 dB	10.0 dB	2.0 dB
Propagation Delay	570 ns	537 ns	536 ns	0 ns
Delay Skew	45 ns	45 ns	45 ns	5 ns

<sup>1</sup> Guaranteed margin over ANSI/TIA-568-C.2 Category 6 and ISO/IEC 11801 Ed.2.0, Amendment 1: 2008 class E channel performance

Warranty performance claims are based on worst case testing and channel configurations. Typical channel performance may be significantly higher.

## 2. APPROVED PRODUCTS:

**A. NON-CONFORMING PRODUCTS:** Siemon warrants that each of its Category 6 Products and System 6 Qualified Cable are, at the time of delivery to the Customer, free from defects in materials and workmanship for a period of 20 years from the date of completed installation. Siemon shall, at its sole option, repair or replace any non-conforming Product, including the cost to reinstall such non-conforming Product. However, no warranty is made with respect to a Product if: (1) such Product has been repaired or altered in such a way as to affect the Product adversely; (2) such Product has been subjected to negligence, accident, misuse, abuse or improper storage; or (3) such Product was not installed in an accepted system and maintained in accordance with normal practice and in conformity with the requirements and published specifications of or designated by Siemon. A repair or replacement under this Warranty shall not extend the duration of this Warranty.

**B. APPROVED PRODUCTS:** To ensure System 6 UTP warranty compliance, Siemon requires the use of qualified System 6 UTP cable and category 6 rated Siemon Company connecting hardware and patch cords<sup>1</sup> including; trunking cable assemblies, cross-connect cords<sup>2</sup>, equipment cords<sup>2</sup>, and work area cords.

The following modular cord cabling implementations apply:

- 1) Minimum modular cord length is 1.0m (3 ft.)
- 2) For 4-connector models, minimum equipment and cross-connect cord lengths are 2.0m (7 ft.)
- 3) When using Siemon Category 6 (28 awg Skinnypatch cords), the total patch cord length should not exceed 8 meters when using a 90 meter link.



# Siemon Cabling System Warranty

### 3. YOU CAN CHANGE YOUR SIEMON CABLING SYSTEM® DURING THE LIFE OF THIS WARRANTY:

Provided that any movements, additions, changes (MACs), or reductions to your System are undertaken by a Certified Installer or Maintainer in accordance with Siemon Specifications, you can change your System during the life of this Warranty and still be assured it will perform to the performance specifications detailed in this warranty. Failure to do so renders such MACs or reductions null and void under this Warranty. Siemon specifications require that the Certified Installer or Maintainer prepare and forward to Siemon a completed Siemon Cabling System® Change Registration Document subsequent to such administration for Siemon approval. Such approval is based upon a determination of conformity with Siemon Specifications. However, System changes that are made by way of terminated cable assemblies (i.e., modular patch cords) that do not require the use of tools or connector termination of any type may be performed by the customer without notice to Siemon provided that such changes are documented and implemented in accordance with Siemon Specifications and the Standards. *Any project with new cross connect facilities is considered a new project and must be registered as such.* You must use *Approved Products* (see Section 2.A) or have written authorization from Siemon to use any other products. Such other products are not covered by this Warranty nor are any system failures attributable to them.

### 4. CLAIM PROCEDURE:

**A.** Customer shall notify Siemon and the Certified Installer Company in writing, using the Customer Claim Form (available upon request), within a reasonable period of time from the discovery of any defect or of any claim whatsoever that the Customer may have with respect to the System or any Products delivered hereunder, and failure to give such notice shall constitute an unqualified acceptance and waiver of all claims with respect to the System and Products. Upon receipt of notice from the Customer of a non-conforming System or Product, Siemon may require that the Product be returned to Siemon's designated location. Any action or claim (whether in contract or tort, including negligence) must be commenced within one year after the cause of action accrued.

**B.** As a result of a warranty claim, Siemon or any authorized representative it so designates may inspect such System, the Product, or Customer's records relating to the System at Customer's location during reasonable business hours with 24 hours notice.

### 5. DEFINITIONS:

The term "*Certified Installer*" means an independent contractor who has been approved by Siemon to undertake certain work on Siemon Cabling Systems, such as the design, installation and/or administration of Siemon Systems. "*Certified Maintainer*" means an independent contractor or organization that has been approved by Siemon to undertake certain administration work on Siemon Systems.

The term "*Approved Product*" means Products used to connect and patch copper cabling and related cable management, which are supplied by Siemon. For a list of *Approved Products* for System 6, please see *Approved Product* list in Section 2.A of this document.

The term "*Siemon Specifications*" means the Siemon Cabling System® Training Manual provided to independent *Certified Installers* and *Maintainers* which set forth the technical requirements for the design, installation, and administration of Siemon Cabling Systems and the use of Siemon Products, and any revisions thereto.

# Siemon Cabling System Warranty

The term "telecommunications" shall mean any transmission, emission, or reception of signs, signals, writings, images, and sounds or information of any nature by copper cabling transmission systems.

The term "**System 6™ Qualified Cable**" shall mean any cable identified by Siemon as meeting the electrical requirements for use in this solution.

The term "System" means the registered horizontal cabling channel(s) (which extend from a floor distributor to a telecommunications outlet) as well as registered backbone cabling channel(s) (which extend from a floor distributor to a building distributor or a campus distributor). The System also includes jumpers, patch cords, equipment cables and work area cables. This System definition is intended to allow additional channels (horizontal and backbone) to become part of the registered System at a later date provided they conform to Siemon Specifications and are designed, installed and maintained by a Certified and Installer (or Maintainer). Any such additional cabling channels must be registered or this Warranty is inapplicable to such additional channels. In no event shall the addition of channels extend the duration of this Warranty.

The term "Permanent Link" shall mean the portion of the System that does not include patch cords, equipment cables or work area cables. As such, each Permanent Link is a subset of the System. Permanent Links are used for the purpose of testing and registering the System. When not configured as a complete System, Permanent Links are covered by the Product Warranty pursuant to Section 4 of this Warranty.

## 6. WHAT THIS LIMITED WARRANTY DOES NOT COVER:

This Warranty is exclusive and in lieu of all other warranties, whether express or implied, or statutory, including, not by way of limitation, any warranty of merchantability or fitness for a particular purpose. State law may vary the terms of this Warranty.

This Warranty does not cover damage occasioned by accidental or natural hazard, acts of god, or willful or negligent acts of others. In no event shall Siemon be liable for consequential or incidental damages of any kind including but not limited to any and all claims, expenses, damages, losses, liabilities and all amounts paid in defense or settlement of the foregoing (including attorney's fees and expenses). Further, Siemon shall not be liable for any claims or damage arising out of or connected with this Warranty or the manufacture, sale, delivery, installation or use of any Products which exceed the purchase price of the Products and the installation.

NOTE: No assignment is valid unless agreed to in writing by Siemon.

### QUESTIONS - CALL OR WRITE US AT:

The Siemon Company  
Program Support Services  
101 Siemon Company Drive  
Watertown, CT 06795-0400  
(1) 800 365 2285  
[ciservices@siemon.com](mailto:ciservices@siemon.com)  
[www.siemon.com](http://www.siemon.com)



F I B E R P L U S

8221 Hermitage Road  
Henrico, VA 23228  
Phone: (804) 264-1880  
Fax: (804) 264-2009

## **Fiber Plus Inc. Warranty Certification**

To: VCU

Re: Project Name

Date: SAMPLE

### **Warranty**

Pursuant to Specifications in addition to standard and special warranties described in RFP, Fiberplus Inc. Warranties all work included in this project for a period of one (1) year following the Date of Substantial Completion, to cover performance, materials, workmanship, and compliance with Contract Documents.

Fiber Plus Incorporated

Jim Kwiatkowski  
Branch Manager



## Appendix L



## EQUAL EMPLOYMENT OPPORTUNITY

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at FiberPlus, Inc. will be based on merit, qualifications and abilities. The Company does not discriminate in employment opportunities or practices on the basis of age, race, marital status, national origin, color, religion, citizenship status, disability, gender, veteran status, sexual orientation or any other protected characteristic. This policy governs all terms and conditions of employment, including selection, job assignment, compensation, discipline, termination and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of the Human Resources Manager. However, if you are dissatisfied with the results achieved through your complaint, or you are reluctant to present the matter to Human Resources, you should make a written complaint and mail it via certified mail, return receipt requested and clearly labeled "Confidential" to the President or Vice President of FiberPlus, Inc. at 8240 Preston Court, Suite C, Jessup, MD 20794. FiberPlus, Inc. maintains an Open Door Policy. If an employee is at any time, uncomfortable discussing issues with the Human Resources Manager, the employee should. Employees can raise concerns and make reports without fear of reprisal. Retaliation against employees for good faith reporting of discrimination will not be tolerated. Anyone found to be engaging in any type of unlawful discrimination or otherwise violating this policy will be subject to disciplinary action, up to and including termination of employment.



# VCU

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

James Kwiatkowski  
FiberPlus, Inc.  
8221 Hermitage Road  
Henrico, VA 23228

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?

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?

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?

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?

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?

✓ 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)

✓ 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](http://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?

✓ YES \_\_\_\_\_ NO

If NO, please explain.

WE ARE A SWAM business and will <sup>Self</sup> perform all work that is awarded to Fiber Plus Inc. No work or contracts will be completed using any other companies, unless the type of work is not within our core competencies.





# F I B E R P L U S

Date: May 24, 2017

To: Amy Anthes

Senior Buyer Procurement Services  
Virginia Commonwealth University  
912 West Grace Street, 5th floor  
P.O. Box 980327  
Richmond, VA 23298-0327

Email: [aranthes@vcu.edu](mailto:aranthes@vcu.edu)

From: Jim Kwiatkowski

RE: Sample Quote

## FIBER PLUS WILL FURNISH AND INSTALL:

1. Furnish, install, terminate and test (42) *Mohawk Cable #M57197* AdvanceNet, LIME GREEN, Category 6e+, or *General Cable* equivalent, plenum UTP's.
2. Use a j-hook style cable support system installed by an attachment method to the concrete above.
3. Furnish and install a Siemon **RS-07** 2 post relay rack in the data closet.
4. Furnish material and labor to install a chrome, mesh basket style, cable tray system to take cable at closet entry point and support it to the relay rack. Continue cable tray to rear wall for added support.
5. Load the relay rack with (2) Siemon **MX-PNL-48**, 48 port open frame patch panels. ( a rack layout will be provided by the network engineer)
6. Use Siemon Z6-20 zmax jacks, as needed, on the patch panel for data closet terminations.
7. Use Siemon **MX6-F-20** ivory punch down jacks with **MX- FP-S-04-20** plastic 4 port faceplates, as needed, and MX-BL-20 snap in blanks for the unused ports.
8. Furnish and install in the top of the new RS-07 an **OCC (Optical Cable Corp.) # RTC36B** black fiber cabinet loaded with **OCC #6112SMDLC** 12 port adaptor plates.
9. Furnish (2) **OCC #6112SMDLC** 12 port adaptor plates in the existing Fiber CAN in the MDF.
10. Furnish, install, terminate and test a 24 strand single mode fiber optic cable from the MDF's existing fiber CAN to a new fiber can in the new data closet in the renovation. Fiber has pathway from the basement to the 3<sup>rd</sup> floor where the renovation is taking place. Use a fusion splice method to factory polished pigtailed with LC terminations.
11. For the (3) wireless transmitter locations terminate with Siemon Z6-20 Zmax jacks coiled above ceiling tile height with a 10 foot service loop. Install the VCU supplied transmitter and (2) 10 foot patch cords, one of which will be plugged into the transmitter. The second pathcord is for future transmitters needing another data /power feed. Provide in your quote labor to return at a later date to install transmitters, if the ceiling tile is not in at time of substantial completion.

THIS DOCUMENT IS PROPRIETARY AND SHALL NOT BE REPRODUCED OR DISTRIBUTED WITHOUT PRIOR WRITTEN CONSENT FROM FIBERPLUS, INC.

8240 Preston Court, Suite C, Jessup, Maryland 20794 \* Telephone: 301.317.3300 Fax: 301.317.8585

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12. Provide (48) Siemon #MC6-8-T-01-07 green Category 6 1-ft patch cables.
13. Provide (48) Siemon # MC6-8-T-10-02 white Category 6 10-ft patch cables.
14. Remove all related installation materials from the site when complete.

**Estimated time for response to RFQ**

Fiber Plus Inc. can return a quote of this size SOW within 5 business days of request.

**Estimated time for response from notice to proceed**

Fiber Plus Inc. is prepared to begin the SOW within five days after receipt of order.

**Estimated Time for Completion**

The estimated time to complete the project is within 8 business days. The estimated completion time is based on having access to the work site at least 8 hours per day and without any construction delays.

**Method of Performance**

The installation will begin by roughing in all Cat 6 and fiber backbone cables from workstation to the appropriate closets. Cables will then be supported in the ceilings according to standards and bundled neatly.

Once the rough in phase has been completed the next step would be to terminate the Cat 6 cables at each workstation, install and install the faceplates.

The next step would be to install the rack in the IDF and install the basket tray from wall to wall and attach to the relay rack. At this point the patch panel frames, fiber enclosure can be set into the rack and termination of the Cat 6 cables and fiber can begin.

After the IDF closet has been built and all Cat 6 cables and fiber backbone cable has been installed, terminating the fiber in the existing fiber enclosure in the MDF can be completed.

The final step would be to test and label all Cat 6 cables and fiber optic backbone.

**ACCEPTANCE:**

♦ WE PROPOSE to furnish labor and material complete in accordance with above specifications, for the sum of:  
 Nine Thousand Eight Hundred Three Dollars.....19/100 \$ 9,803.19

**ACCEPTED.** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_  
 By \_\_\_\_\_  
 Purchase Order # \_\_\_\_\_  
 Quote No. \_\_\_\_\_

Very truly yours,  
 FiberPlus, Inc.  
 Jim Kwiatkowski  
 Branch manager

## Bill of Materials

No.	Part No.	Description
1	RS-07	Relay Rack
2	MX-PNL-48	48 port patch panel frame
3	MX-FP-S-04-20	Ivory 4 port faceplate
4	Z6-20	White Cat 6 Zmax jack
5	MX6-F-20	White Cat 6 Max Module
6	MX-BL-20	MX Blank Modules Ivory
7	M57197	Mohawk Cat 6 plenum
8	MX-FP-D-12-02	White 12 Port Faceplate
9	MC6-8-T-10-02	Cat 6 10' Patch Cord White
10	MC6-8-T-01-07	Cat 6 1' Patch Cord Green
11	S-PN-24-DN-YL-SIC	24 strand SM
12	RTC36B24bsmdlcp	36 Port rack mount enclosure loaded with 12 port SM LC Coupler panels & pigtail
13	6112SMDLC	12 Port Coupler Panel
14	3 Meter SC SM Pigtail	3 Meter Single Mode SC Pigtail
16	B-LFT2X12X10	2 IND X 12 INW X 10' LENGTH
17	B-LFTB12CT	Trapeze Kit
18	B-LWASHER	Washer Splice Kit
19	B-LFTB12CS	Slotted Wall Bracket
20	MISC. Consumables	J-Hooks, String Tape Cable Ties, Etc



## **Project Execution**

FiberPlus will maintain and establish a single point of contact responsible for reporting the periodic progress of the work performed for VCU. The designated individual shall remain a continuous point of contact through the duration an ongoing project.

We will be responsible for the daily cleaning and disposal of all trash and debris resulting from the work. In an occupied facility, all areas shall be returned to the same clean and orderly condition that existed prior to the work. All installation work will be accomplished in accordance with the agreed upon schedule.

A 25 year warranty for the cabling plant will be presented at project completion as will electronic test results and as built in either hand written or electronic format depending on how they are given to us. We will obtain permission from VCU prior to beginning any work that may necessitate cutting into or through any part of a building structure, such as concrete, masonry, floors or ceilings.

For each type of cable pulled, we will ensure that the proper amount of cable slack is retained at patch panels and workstation outlets. Ten (10) feet of slack shall be retained at the telecommunications closet for the copper cables. Ten (10) feet of slack shall be retained at the copper telecommunications outlet (looped in the ceiling area). A three (3) foot service loop shall be installed in non-suspended ceiling locations.

FiberPlus will seal all riser conduit sleeves, voids and openings through fire and smoke rated walls and partitions with Code approved fire stopping materials installed in accordance with the manufacturer's recommended installation methods and all Code requirements.

We will provide a detailed project work plan with the projected time lines and milestones for all major phases of the installation of the cabling plant prior to the start of the installation.

When needed we will secure an electrical permit and inspection(s) for the proper execution and completion of the work outlined in each project.

Throughout the installation of the cabling plant the Contractor must demonstrate a diligent and continuous effort to complete the work in a satisfactory manner. We will meet with VCU representatives when necessary to perform periodic observations and on-site reviews of work in progress.



## Communications Horizontal Cabling System Test Plan VCU Projects

FiberPlus Inc. Test Plan and Cable Acceptance

### Quality Assurance

FPI's test procedures and testers will comply with all applicable requirements as set forth in the documents:

ANSI/TIA/EIA TSB-67 and TSB-95 Field Testing of UTP  
ANSI/TIA/EIA 568-B Annex H

FiberPlus will utilize the latest version of the below listed specifications for identification and administration of the HCPS Communications Horizontal Cabling.

ANSI/TIA /EIA – 606  
ANSI/TIA /EIA – 569  
ANSI/TIA /EIA – 568  
ANSI/TIA /EIA – 526-14  
ANSI/TIA /EIA – 526-7  
BICSI Telecommunications Distribution Methods Manual

### Products

1. Communication Horizontal UTP Cable Tester
  - a. FPI will perform all tests necessary to certify the horizontal UTP cabling the requirements of Category 6A.
  - b. FPI's Fluke DTX-1800 Cable Analyzer is a UL certified Level II test set that has been calibrated by a manufacturer certified calibration facility.
  - c. FPI will utilize the FLUKE DTX-1800 Cable Analyzer as our acceptable manufacturer.

### Execution

1. Horizontal UTP Cable Testing
  - a. FPI testing shall conform to all ANSI/TIA/EIA TSB-67 Transmission Performance Specifications for Field Testing of Unshielded Twisted-Pair Cabling Systems and ANSI/TIA/EIA-568-B-2, Propagation Delay and Delay skew specification for 100 Ohm 4-Pair cable.
  - b. FPI will utilize the FLUKE DTX -1800 that is a UL certified Level II tester.
  - c. Fiber will remove and re-install any cable that fails the prescribed certification testing.

- d. FPI will provide electronically all CAT 6A, 100Mhz channel test results on all pairs of cable for the following test:

- Length
- Wire Map (Continuity)
- Attenuation (Insertion Loss)
- Return Loss
- Attenuation Cross Talk Ratio (ACR)
- Power Sum ACR
- Near End Cross Talk (NEXT)
- Equal Level Far-End Cross Talk (ELFEXT)
- Power Sum NEXT (Cat 5e and higher only)
- Power Sum ELFEXT (Cat 5e and higher only)
- Propagation Delay
- Delay Skew

### **Test Results**

#### **1. Horizontal Copper Cabling:**

- a. FPI will test all cables and submit all horizontal copper cable test result data in electronic format. FPI will save all files to a CD to be turned over at the completion of the project. There will be no paper test results turned over.
- b. FPI UNDERSTANDS THAT ALL FILES ARE TO BE PROVIDED IN THEIR NATIVE FORMAT IN WHICH THEY WERE TESTED.

### **Cable Testing Validation**

- a. FPI will participate in all cable testing validation.
- b. FPI understands that we will have to repair, replace and re-test any cable if there are discrepancies found.

### **Identification & Labeling**

- a. FPI will meet all labeling and identification requirements as set forth by the end user. FPI will confirm all labeling and identification requirements with the owner or owner's representative prior to cable installation and termination.



## Quality Control

With our baseline of more than five years of VCU experience FiberPlus will continue to assure that all materials specified for each project meets the requirements stated on the bid documents and that all material will be procured through distribution using the VCU project pricing that is in place. We will thoroughly review all the provided documents prior to pricing and abide by the stated guidelines when submitting our pricing. All work will be coordinated with VCU to keep the project on track and to make sure that deadlines will be met. Throughout the tenure of the project FiberPlus will keep VCU apprised of our progress by providing regular updates. Should we experience material lead time issues they will be relayed to VCU in a timely manner so that we can establish an alternate plan if needed. All projects will have electronic test results supplied at their completion.

Bill of Materials

Item No.	Com Code Part No.	Description	Qty
1	RS-07	Relay Rack	1
2	MX-PNL-48	48 port patch panel frame	2
3	MX-FP-S-04-20	Ivory 4 port faceplate	21
4	Z6-20	White Cat 6 Zmax jack	54
5	MX6-F-20	White Cat 6 Max Module	42
6	MX-BL-20	MX Blank Modules Ivory	42
7	M57197	Mohawk Cat 6 plenum	9
8	MX-FP-D-12-02	White 12 Port Faceplate	0
9	MC6-8-T-10-02	Cat 6 10' Patch Cord White	48
10	MC6-8-T-01-07	Cat 6 1' Patch Cord Green	48
11	S-PN-24-DN-YL-SIC	24 strand SM	100
12	RTC36B24bsmdlcp	36 Port fiber enclosure loaded with 12 port SM LC Coupler panels & pigtails	1
13	6112SMDLC	12 Port Coupler Panel	2
14	3 Meter SC SM Pigtail	3 Meter Single Mode SC Pigtail	24
16	B-LFT2X12X10	2 IND X 12 INW X 10' LENGTH	1
17	B-LFTB12CT	Trapeze Kit	1
18	B-LWASHER	Washer Splice Kit	4
19	B-LFTB12CS	Slotted Wall Bracket	2
20	MISC. Consumables	J-Hooks, String Tape Cable Ties, Etc	1