

# State of Vermont

Buildings and General Services  
Office of Purchasing & Contracting  
10 Baldwin St  
Montpelier VT 05633-7501  
United States

# CONTRACT



**Vendor ID 0000308988**  
**Arcomm Communications Corporation**  
**462 West Main St Unit #3**  
**Hillsboro NH 03244**  
**United States**

<b>Contract ID</b> 000000000000000000021203	<b>Page</b> 1 of 4
<b>Contract Dates</b> 12/19/2011 to 10/31/2016	<b>Origin</b> CPS
<b>Description:</b> VOICE AND DATA CABLING	<b>Contract Maximum</b> \$200,000.00
<b>Buyer Name</b> Stephen A Fazekas	<b>Buyer Phone</b> Approved

**Phone #:**

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
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1		VOICE AND DATA COMMUNICATIONS CABLING	EA	0.01000	0.00	0.00
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CONTRACTOR WILL SUPPLY CABLING AND / OR WIRING AND INSTALLATION LABOR FOR PROJECTS AS DEFINED IN STATEMENTS OF WORK (SOW) PROVIDED BY THE STATE.  
LABOR RATE - \$68.00 / HOUR  
MATERIAL PRICES WILL BE SUPPLIED IN THE CONTRACTORS REPLY TO THE STATEMENT OF WORK (SOW)

**CONTRACT TERMS AND ADDITIONAL INFORMATION**

SCOPE: CONTRACTOR IS ELIGIBLE TO RECEIVE REQUESTS FOR PROPOSAL AND STATEMENTS OF WORK FOR CABLING PROJECTS STATEWIDE. REFERENCE CONTRACTOR'S PROPOSAL DATED 09/22/2011.

THIS CONTRACT IS WRITTEN IN ACCORDANCE WITH STATE OF VERMONT PURCHASING AND CONTRACT ADMINISTRATION REQUEST FOR PROPOSAL DATED 08/30/2011 AND THE CONTRACTORS RESPONSE TO THAT PROPOSAL DATED 09/22/2011, WHICH IS HEREIN INCORPORATED AS PART OF THIS CONTRACT.

PERIOD OF PERFORMANCE: 12/19/2011 THROUGH 11/30/2013 WITH AN OPTION TO RENEW FOR TWO ADDITIONAL 12 MONTH PERIODS IF MUTUALLY AGREED UPON BY THE STATE OF VERMONT AND CONTRACTOR.

ATTACHMENT: ATTACHMENT C STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS DATED 01/01/2011 AND STATE OF VERMONT ATTACHMENT D COMMODITY TERMS AND CONDITIONS DATED 11/10/2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

INSTALLERS SHALL BE ORTRONICS TRAINED AND CERTIFIED IN CATEGORY-5E INSTALLATION TECHNIQUE. WORK WILL NOT BE SUBCONTRACTED.

INSTALLATION AND MAINTENANCE SHALL BE PROVIDED THROUGHOUT THE STATE OF VERMONT. THE CONTRACTOR SHALL MEET THE FOLLOWING ON-SITE RESPONSE TIMES FOR REPAIR SERVICE:

- MAJOR SYSTEM FAILURE: 4 HOUR RESPONSE; TOTAL SYSTEM OR TWENTY-ONE (21) PERCENT OF STATIONS OUT OF SERVICE SERIOUSLY AFFECTING OFFICE OPERATIONS.

- MINOR FAILURE: 24 HOURS; AFFECTING A SINGLE STATION OR UP TO 20 PERCENT OF THE WORKSTATIONS OUT OF SERVICE AFFECTING END USER OPERATIONS. MINOR REPAIRS MUST BE COMPLETED BY CLOSE OF BUSINESS ON THE SECOND BUSINESS DAY FOLLOWING THE TROUBLE REPORT.

NOTE: INSTALLATION AND MAINTENANCE SHALL BE PROVIDED THROUGHOUT THE STATE OF VERMONT. MAJOR REPAIRS MUST BE COMPLETED BY THE CLOSE OF BUSINESS ON THE WORKING DAY FOLLOWING THE TROUBLE REPORT TO THE CONTRACTOR. FAILURE TO MEET THIS STANDARD MAY RESULT IN A DAILY FINE OF \$250.00 AND/OR REVOCATION OF THE CONTRACT.

NETWORKS ARE WARRANTED AT LEAST FOR 15 YEARS FROM DATE OF INSTALLATION.

ALL INSTALLATIONS SHALL MEET THE SPECIFICATIONS OUTLINED IN THE STATE OF VERMONT REQUEST FOR PROPOSAL DATED 08/30/2011 AND CONFORM TO STANDARDS SPECIFIED IN EIA/TIA-568A TELECOMMUNICATIONS WIRING STANDARD, AND THE STATE OF VERMONT, INFORMATION TRANSPORT SYSTEM INFRASTRUCTURE STANDARD OF THE TELECOMMUNICATIONS SECTION WIRING STANDARD.

ALL INSTALLATIONS SHALL BE CERTIFIED BY THE CONTRACTOR TO BE CATEGORY-3 OR CATEGORY-5E COMPLIANT.ALL CATEGORY-5E INSTALLATIONS MUST BE TESTED AND PASS 100 MHz STANDARDS. HARD COPY TEST RESULTS MAY BE REQUESTED ON SOME INSTALLATIONS.

CONTRACTORS SHALL INSTALL GRAY CATEGORY-3 CABLE AND BLUE CATEGORY-5 CABLE UNLESS OTHERWISE SPECIFIED BY THE TELECOMMUNICATIONS SECTION. CATEGORY-5E CABLING WILL BE GREEN.

ALL CABLE RUNS SHALL BE CLEARLY AND NEATLY LABELED ON EACH END OF THE CABLE AND ON THE PATCH PANEL AND THE OUTLET. IDENTIFICATION PROCEDURES SHALL CONFORM TO THE EIAA/TIA-568 STANDARD.

PRICE: PRICES SHALL BE FIRM FOR THE ORIGINAL CONTRACT PERIOD. HOWEVER ANY PRICE REDUCTIONS OR SPECIAL

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<b>Buyer Name</b> Stephen A Fazekas	<b>Buyer Phone</b> Approved

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OFFERINGS FROM THE MANUFACTURER OF CABLE OR TERMINATION EQUIPMENT MUST BE EXTENDED TO THE STATE OF VERMONT.						

ORDERING PROCESS: STATE AGENCIES AND DEPARTMENTS MUST SUBMIT A WORK ORDER TO THE DII TELECOMMUNICATIONS SECTION. TELECOMMUNICATIONS WILL SOLICIT BIDS AND ISSUE ORDERS TO THE CONTRACTOR

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

METHOD OF ORDERING: PURCHASE ORDERS MUST BE USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECTLY TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT, OR ANY PORTION THEREOF, IF, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR ARE NOT CONSISTENT WITH THE TERMS OF THE CONTRACT

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

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AGENCIES & DEPARTMENTS ARE REQUESTED TO ADVISE THE PURCHASING AGENT AT ONCE OF THE FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER/PURCHASE ORDER # ON ALL CORRESPONDENCE, DELIVERY DOCUMENTS AND INVOICES.

THE VISA PURCHASING CARD MAY BE USED AS A FORM OF PAYMENT UNDER THIS CONTRACT.

\*\*\*\*\*AMENDMENT #1 \*\*\*\*\*

AMENDMENT #1 - OCTOBER 02, 2013 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TO NOVEMBER 30, 2014 UNDER THE SAME PRICING TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 11/07/12 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

ATTACHMENT D: ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED 11/10/10 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT D.

\*\*\*\*\*AMENDMENT #2 \*\*\*\*\*

AMENDMENT #2 - DECEMBER 5, 2014 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR TWO THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TO NOVEMBER 30, 2015 UNDER THE SAME PRICING TERMS AND CONDITIONS.

STATE OF VERMONT ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS DATED SEPTEMBER 2, 2014 AND ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED NOVEMBER 10, 2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS ORDER.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT AS OF THE DATE THIS AMENDMENT IS SIGNED, CONTRACT IS IN GOOD STANDING TO OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

\*\*\*\*\* AMENDMENT #3 \*\*\*\*\*

AMENDMENT #3 - October 27, 2015 - THE STATE IS HEREBY ELECTING TO EXTEND THIS CONTRACT, THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT TO APRIL 30, 2016 UNDER THE SAME PRICING, TERMS AND CONDITIONS.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED SEPTEMBER 1, 2015 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

ATTACHMENT D: ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED 11/10/10 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT D.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

Stephen Fazekas  
Technology Procurement Administrator  
Office of Purchasing & Contracting  
10 Baldwin Street  
Montpelier, VT 05633-7501  
E-Mail: Stephen.Fazekas@vermont.gov

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Phone:802-828-2210  
Fax:802-828-2222

\*\*\*\*\* AMENDMENT #4 \*\*\*\*\*

AMENDMENT #4 - APRIL 12, 2016 - THE STATE IS HEREBY ELECTING TO EXTEND THIS CONTRACT, THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT TO OCTOBER 31, 2016 UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT

CERTIFICATION REGARDING SUSPENSION OR DEBARMENT. CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, NEITHER PARTY NOR PARTY'S PRINCIPALS (OFFICERS, DIRECTORS, OWNERS, OR PARTNERS) ARE PRESENTLY DEBARRED, SUSPENDED, PROPOSED FOR DEBARMENT, DECLARED INELIGIBLE OR EXCLUDED FROM PARTICIPATION IN FEDERAL PROGRAMS, OR PROGRAMS SUPPORTED IN WHOLE OR IN PART BY FEDERAL FUNDS.

PARTY FURTHER CERTIFIES UNDER PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THAT THIS AGREEMENT IS SIGNED, PARTY IS NOT PRESENTLY DEBARRED, SUSPENDED, NOR NAMED ON THE STATE'S DEBARMENT LIST AT: [HTTP://BGS.VERMONT.GOV/PURCHASING/DEBARMENT](http://BGS.VERMONT.GOV/PURCHASING/DEBARMENT).

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

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Technology Procurement Administrator  
Office of Purchasing & Contracting  
10 Baldwin Street  
Montpelier, VT 05633-7501  
E-Mail: [Stephen.Fazekas@vermont.gov](mailto:Stephen.Fazekas@vermont.gov)  
Phone:802-828-2210  
Fax:802-828-2222

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT**

**By the STATE of VERMONT**

**By the CONTRACTOR**

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

Email: \_\_\_\_\_

Email: \_\_\_\_\_