

# PRESIDIO

MUNICIPAL OFFICE BUILDING DATA CABLING

## PROPOSAL

City of Bryan

September 19, 2014



**PROPOSAL TEAM**

Name	Company/Function	Phone	Email
Lesli Howland	Presidio/ Acct Executive	713-795-2921	lhowland@presidio.com
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**REVISION HISTORY**

Revision	Revision Date	Name	Notes
1.0	02-28-2014	Rick Tanner	Initial Proposal
1.1	09-19-2014	Rick Tanner	Cable Quantity, Cost Revision
2.0	09-22-2014	Lesli Howland	Deliver to Customer

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## 1. EXECUTIVE OVERVIEW

The City of Bryan has requested Presidio Networked Solutions Group LLC, or “Presidio” to provide a fixed fee proposal for cabling services installation for their facility located at:

City of Bryan Municipal Office Building  
Bryan, Texas

## 2. SCOPE OF WORK

### 2.1. Planning Scope of Work

Proposed cabling design is based on site meetings with the City of Bryan IT personnel, and recommended Presidio cabling design. Execution Scope of Work:

Presidio will perform the following tasks:

- Presidio will install two hundred sixty two (262) Cat 6 data runs, and fiber backbone installation services. Details are as follows:

#### Horizontal Cable Installation

- Presidio will install two hundred sixty two (262) new Cat 6 data runs. The data runs will be a combination of dual runs to office/cubicle locations and Wi-Fi data runs.
- Prior to installation, Presidio will install a j hook pathway above the drop ceiling. Per industry standards, j hooks will be placed 4'-5' apart, not to exceed 5'.
- All data runs will be routed through the drop ceiling area and secured, with Velcro, in the j hook pathway.
- At each location, Presidio will route the data runs down the existing columns or power poles.
- Data runs will be terminated with Cat6 RJ45 inserts and secured in wall mount face plates.
- The wireless access data runs will be terminated above the drop ceiling with Cat 6 RJ 45 inserts and secured in two port surface mount boxes. A 15' service loop will be supplied for each of these runs.
- At the IDF end, all data runs will be routed into the existing two post rack, or wall mount cabinet, and terminated with Cat6 RJ 45 inserts. Data runs will be secured in 48 port modular patch panels.
- Presidio will test and label all data cabling according to the City of Bryan's IT standards.

### **TIE CABLE INSTALLATION**

- Presidio will provide and install one 12 strand OM3 fiber optic cable from the Main Building MDF to six IDF locations.
- Fiber optic cable to be routed between floors through existing core holes and drop ceiling.
- Fiber runs that will be routed in plenum space will be routed through the j-hook pathway described above.
- All fiber termination materials and labor are the responsibility of City of Bryan IT personnel.

### **ADDITIONAL SERVICES**

- Presidio will provide labor to install four customer provided wall mount cabinets. City of Bryan IT personnel will confirm exact cabinet location prior to installation.
- Upon completion of the data cabling installation, Presidio will provide MDF and user end copper patch cords.
- Presidio will provide cutover assistance from the existing Cat 5 cabling system to the newly installed Cat 6 cabling system. These cutover services will be performed during evening/weekend hours and will be directed by the City of Bryan IT personnel.
- Upon completion of the cutover to the new cabling system, Presidio will remove existing Cat 5e cabling from the drop ceiling area and user end termination points.

### **Labeling**

- All labels will be adhesive P-Touch or laser-type labels (white backing with black letters).
- Each cable will be assigned its own ID number or name according to Wing IDF. All patch panels, if installed, will in turn have matching circuit ID numbers on each end. The ID numbers will be provided by City of Bryan's.

**Testing and Certification**

- All circuits will be tested and certified to meet industry standard requirements for the media installed. These requirements include, but are not limited to:
  1. Wire map
  2. Impedance
  3. Length
  4. Resistance
  5. Attenuation
  6. Crosstalk
  7. Opens, shorts, grounds, and pair reversal

**2.2. Change Management Process**

Any change request will be considered an addendum to this proposal and will be performed accordingly.

### 3. ASSUMPTIONS

The following project assumptions are made and will be verified as part of the Systems Engineering & Planning scope of work:

1. Presidio understands that several visits to the site may be necessary to complete the work, so it is important that Presidio discuss the City of Bryan's schedule as soon as Presidio agrees to start this work.
2. Notification of changes to the City of Bryan's schedule needs to be communicated to Presidio's Project Manager in writing within 24 hours of the change and Presidio will reschedule all required resources on a best effort basis once notified of the schedule changes. Notification may be made via email or facsimile to the City of Bryan's Project Manager or to the Presidio point of contact for this project. The change order process is not complete and no change will become effective until City of Bryan's issues a POCN to vendor.
3. The City of Bryan will ensure that the work environment is 100% free of hazardous materials and 100% free of asbestos. The City of Bryan will certify that project manager will notify Presidio of any and all known safety issues and/or hazardous material statements to all Presidio and third-party employees working at the site(s).
4. The City of Bryan shall inform the City of Bryan's employees of Presidio's activities and direct them to provide necessary access and cooperation.
5. Presidio will schedule resources upon receipt and acceptance of the City of Bryan's Project managements order. This scheduling effort will take into account the City of Bryan's schedule and the availability of consultant(s).
6. Presidio is responsible for receiving all Presidio materials.
7. All electrical will be installed by others unless specified under the heading "Presidio will perform the following".
8. All power poles will be installed by others unless specified under the heading "Presidio will perform the following".
9. All material supplied by Presidio that is unused at the completion of the project must be returned, including scrap wire.
10. Presidio will furnish as-built drawings showing the final routes of all Presidio installed fiber optics, cables, and grounds or bonds if a set of prints for the areas that work will be done is supplied to Presidio technicians upon arrival on site.

#### 4. PRICING

Presidio will invoice the City of Bryan based on the project milestone(s) listed below. Project costs are estimated based on current information provided:

Billing Milestone	Fixed / Estimated	Amount
Labor and materials to install Cat 6 data runs, fiber, and cutover services per design	Fixed	\$ 78,100.00

#### Expenses

Any travel and incidental expenses incurred by Presidio in association with the execution of this Proposal are included in the pricing listed above.

#### 5. TERMS AND CONDITIONS

DIR contract# SDD-1915 terms and conditions apply

## 6. AUTHORIZATION TO PROCEED

The use of signatures on this Proposal is to ensure agreement on project objectives and the work to be performed by Presidio.

Presidio signature signifies our commitment to proceed with the project as described in this document. Please review this document thoroughly, as it will be the basis for all work performed by Presidio on this project.

This Proposal is valid for a period of sixty (60) days from the date that this proposal is provided by Presidio to the City of Bryan unless otherwise agreed to by both parties.

### City of Bryan

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Signature

Date

---

Printed Name

### Presidio Networked Solutions Group LLC

---

Signature

Date

---

Printed Name & Title

*Please sign and return the entire document to fax number Attn: Lesli Howland at 713-796-3921 or e-mail to [lhowland@presidio.com](mailto:lhowland@presidio.com). Thank you!*

**STATE OF TEXAS  
DEPARTMENT OF INFORMATION RESOURCES  
CONTRACT FOR PRODUCTS AND RELATED SERVICES**

**INX, LLC a Presidio Company**

**1. Introduction**

**A. Parties**

This Contract for products and related services is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter “DIR”) with its principal place of business at 300 West 15<sup>th</sup> Street, Suite 1300, Austin, Texas 78701, and INX, LLC a Presidio Company (hereinafter “Vendor”), with its principal place of business at 1955 Lakeway Drive, Suite 220, Lewisville, Texas 75057.

**B. Compliance with Procurement Laws**

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts’ Electronic State Business Daily, Request for Offer (RFO) DIR-SDD-TMP-178, on April 23, 2012, for Cabling Services and Related Products. Upon execution of this Contract, a notice of award for RFO DIR-SDD-TMP-178 shall be posted by DIR on the Electronic State Business Daily.

**C. Order of Precedence**

This Contract; Appendix A, Standard Terms and Conditions For Products Contracts; Appendix B, Vendor’s Historically Underutilized Businesses Subcontracting Plan; Appendix C, Pricing Index; Exhibit 1, Vendor’s Response to RFO DIR-SDD-TMP-178 including all addenda; and Exhibit 2, RFO DIR-SDD-TMP-178, including all addenda; are incorporated by reference and constitute the entire agreement between DIR and Vendor. In the event of a conflict between the documents listed in this paragraph, the controlling document shall be this Contract, then Appendix A, then Appendix B, then Appendix C, then Exhibit 1, and finally Exhibit 2. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter but do not actually conflict, the more recent provisions shall be deemed to have superseded earlier provisions.

**2. Term of Contract**

The term of this Contract shall be one (1) year commencing on the last date of approval by DIR and Vendor. Prior to expiration of the original term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to three (3) optional one-year terms. Protracted contract negotiations may, in DIR’s sole discretion, result in fewer optional terms.

**3. Product and Service Offerings**

**A. Products**

Products available under this Contract are limited to Cabling Products as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their product offering; however, any changes must be within the scope of products awarded based on the posting described in Section 1.B above. Vendor may not add a manufacturer's product line which was not included in the Vendor's response to the solicitation described in Section 1.B above.

**B. Services**

Services available under this Contract are limited to Cabling Services as specified in Appendix C, Pricing Index. Vendor may incorporate changes to their service offering; however, any changes must be within the scope of services awarded based on the posting described in Section 1.B above.

**4. Pricing**

**A. Manufacturer's Suggested Retail Price (MSRP)**

MSRP is defined as the product sales price suggested by the manufacturer or publisher of a product.

**B. Customer Discount**

The minimum Customer discount for all products and services will be the percentage off MSRP as specified in Appendix C, Pricing Index.

**C. Customer Price**

1) The price to the Customer is a firm fixed pricing for labor and labor and material rates are stated in Appendix C Pricing Index.

2) Customers purchasing products and services under this Contract may negotiate more advantageous pricing or participate in special promotional offers. In such event, a copy of such better offerings shall be furnished to DIR upon request.

3) If pricing for products or services available under this Contract are provided at a lower price to: (i) an eligible Customer who is not purchasing those products or services under this Contract or (ii) any other entity or consortia authorized by Texas law to sell said products and services to eligible Customers, then the available Customer Price in this Contract shall be adjusted to that lower price. This requirement applies to products or services quoted by Vendor or its resellers for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases. This Contract shall be amended within ten (10) business days to reflect the lower price.

**D. DIR Administrative Fee**

The administrative fee specified in Section 5 below shall not be broken out as a separate line item when pricing or invoice is provided to Customer.

**E. Shipping and Handling Fees**

The price to the Customer under this Contract shall include all shipping and handling fees. Shipments will be Free On Board Customer's destination. No additional fees shall be charged to the Customer for standard shipping and handling. If the Customer requests expedited delivery, Customer will be responsible for any charges for expedited delivery.

**F. Tax-Exempt**

As per Section 151.309, Texas Tax Code, Customers under this Contract are exempt from the assessment of State sales, use and excise taxes. Further, Customers under this Contract are exempt from Federal Excise Taxes, 26 United States Code Sections 4253(i) and (j).

**G. Travel Expense Reimbursement**

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (<http://www.window.state.tx.us/procurement/prog/stmp/>). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

**H. Changes to Prices**

Vendor may change the price of any product at any time, based upon changes to the MSRP, but discount levels shall remain consistent with the discount levels specified in this Contract. Price decreases shall take effect automatically during the term of this Contract and shall be passed onto the Customer immediately.

**5. DIR Administrative Fee**

A) The administrative fee to be paid by the Vendor to DIR based on the dollar value of all sales to Customers pursuant to this Contract is one-half of one percent (.50%). Payment will be calculated for all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$500.00.

**B)** All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

**6. Notification**

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Robin Abbott, Manager  
Contract and Vendor Management  
Department of Information Resources  
300 W. 15<sup>th</sup> St., Suite 1300  
Austin, Texas 78701  
Phone: (512) 936-2233  
Facsimile: (512) 475-4759

If sent to the Vendor:

Brent Blaha  
INX, LLC a Presidio Company  
7600 N. Capitol of Texas Hwy, B130  
Austin, Texas 78731  
Phone: (512) 795-7106  
Facsimile: (512) 795-8844  
Email: [bblaha@presidio.com](mailto:bblaha@presidio.com)

**7. Software License and Service Agreements**

**A. Shrink/Click-wrap License Agreement**

Regardless of any other provision or other license terms which may be issued by Vendor after the effective date of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of a Purchase Order for products licensed under this Contract, or the fact that such other agreement may be affixed to or accompany software upon delivery (shrink-wrap), the terms and conditions set forth in this Contract shall supersede and govern the license terms between Customers and Vendor. **It is the Customer's responsibility to read the Shrink/Click-wrap License Agreement and determine if the Customer accepts the license terms as amended by this Contract. If the Customer does not agree with the license terms, Customer shall be responsible for negotiating with the reseller to obtain additional changes in the Shrink/Click-wrap License Agreement language from the software publisher.**

## 8. Intellectual Property Matters

### A. Definitions

1. “Work Product” means any and all deliverables produced by Vendor for Customer under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Customer in connection with this Contract or a Statement of Work, or with funds appropriated by or for Customer or Customer’s benefit: (a) by any Vendor personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2. “Intellectual Property Rights” means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3. “Statement of Work” means a document signed by Customer and Vendor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Vendor is to provide Customer, issued pursuant to the Contract.

4. "Third Party IP" means the Intellectual Property Rights of any third party not a party to this Contract, and which is not directly or indirectly providing any goods or services to Customer under this Contract.

5. "Vendor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Vendor (a) prior to providing any Services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of Customer relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Vendor outside Vendor's provision of Services or Work Product for Customer hereunder and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Vendor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Vendor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

**B. Ownership.**

As between Vendor and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Vendor. Vendor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Vendor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Customer all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Vendor acknowledges that Vendor and Customer do not intend Vendor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday thru Friday, 8AM to 5PM) and upon reasonable prior notice to Vendor, to all Vendor materials, premises and computer files containing the Work Product. Vendor and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Vendor.

**C. Further Actions.**

Vendor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Vendor's

signature due to the dissolution of Vendor or Vendor's unreasonable failure to respond to Customer's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Vendor hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Vendor's agent and Vendor's attorney-in-fact to act for and in Vendor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Vendor, provided however that no such grant of right to Customer is applicable if Vendor fails to execute any document due to a good faith dispute by Vendor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Vendor shall cooperate, at Customer's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

**D. Waiver of Moral Rights.**

Vendor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Vendor may now have or which may accrue to Vendor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Vendor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

**E. Confidentiality.**

All documents, information and materials forwarded to Vendor by Customer for use in and preparation of the Work Product, shall be deemed the confidential information of Customer, and subject to the license granted by Customer to Vendor under sub-paragraph H. Hereunder, Vendor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.

**F. Injunctive Relief.**

The Contract is intended to protect Customer's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Vendor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Customer, without requiring proof of irreparable injury as same should be presumed.

**G. Return of Materials Pertaining to Work Product.**

Upon the request of Customer, but in any event upon termination or expiration of this Contract or a Statement of Work, Vendor shall surrender to Customer all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Vendor or furnished by Customer to Vendor, including all materials embodying the Work Product, any Customer confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Vendor by Customer or by anyone else that pertains to the Work Product.

**H. Vendor License to Use.**

Customer hereby grants to Vendor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Customer. Except as provided in this Section, neither Vendor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.

**I. Third-Party Underlying and Derivative Works.**

To the extent that any Vendor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Vendor hereby grants to the Customer, or shall obtain from the applicable third party for Customer's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Customer's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Vendor IP or Third Party IP and any derivative works thereof embodied in or delivered to Customer in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Vendor agrees to notify Customer on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Vendor shall provide Customer with documentation indicating a third party's written approval for Vendor to use any Third Party IP that may be embodied or reflected in the Work Product.

**J. Agreement with Subcontracts.**

Vendor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Vendor. Copies of such agreements shall be provided to the Customer promptly upon request.

**K. License to Customer.**

Vendor grants to Customer, a perpetual, irrevocable, royalty free license, solely for the Customer's internal business purposes, to use, copy, modify, display, perform (by any

means), transmit and prepare derivative works of any Vendor IP embodied in or delivered to Customer in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Customer's internal business use of the Work Product. Except for the preceding license, all rights in Vendor IP remain in Vendor.

**L. Vendor Development Rights.**

To the extent not inconsistent with Customer's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Vendor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Vendor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Vendor and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

**9. Authorized Exceptions to Appendix A, Standard Terms and Conditions for Product and Related Services Contracts.**

No exceptions have been agreed to by DIR and Vendor.

(This space intentionally left blank)

This Contract is executed to be effective as of the date of last signature.

**INX, LLC a Presidio Company**

**Authorized By:** \_\_\_/Signature on File/\_\_\_

**Name:** \_\_\_Paul Klotz\_\_\_\_\_

**Title:** \_\_\_SVP Operations\_\_\_\_\_

**Date:** \_\_\_09/19/12\_\_\_\_\_

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** \_\_\_/Signature on File/\_\_\_

**Name:** Carl Marsh

**Title:** Chief Operating Officer

**Date:** \_\_\_10/01/12\_\_\_\_\_

**Office of General Counsel:** \_/Signature on File/\_09/26/12\_\_\_\_\_

**Appendix A**  
**Standard Terms and Conditions For Product and Related Services Contracts**

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**Appendix A**  
**Standard Terms and Conditions For Product and Related Services Contracts**

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The following terms and conditions shall govern the conduct of DIR and Vendor during the term of the Contract.

**1. Contract Scope**

The Vendor shall provide the products and related services specified in Section 3 of the Contract for purchase by Customers. In addition, DIR and Vendor may agree to provisions that allow Vendor and/or Order Fulfiller to lease the products offered under the Contract. Terms used in this document shall have the meanings set forth below in Section 3.

**2. No Quantity Guarantees**

The Contract is not exclusive to the Vendor. Customers may obtain products and related services from other sources during the term of the Contract. DIR makes no express or implied warranties whatsoever that any particular quantity or dollar amount of products and related services will be procured through the Contract.

**3. Definitions**

**A. Customer** - any Texas state agency, unit of local government, institution of higher education as defined in Section 2054.003, Texas Government Code, and those state agencies purchasing from a DIR contract through an Interagency Agreement, as authorized by Chapter 771, Texas Government Code, any local government as authorized through the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and the state agencies and political subdivisions of other states as authorized by Section 2054.0565, Texas Government Code and, except for telecommunications services under Chapter 2170, Texas Government Code, assistance organizations as defined in Section 2175.001, Texas Government Code to mean:

- 1) A non-profit organization that provides educational, health or human services or assistance to homeless individuals;
- 2) A nonprofit food bank that solicits, warehouses, and redistributes edible but unmarketable food to an agency that feeds needy families and individuals;
- 3) Texas Partners of the Americas, a registered agency with the Advisory Committee on Voluntary Foreign Aid, with the approval of the Partners of the Alliance Office of the Agency for International Development;
- 4) A group, including a faith-based group, that enters into a financial or non-financial agreement with a health or human services agency to provide services to that agency's clients;
- 5) A local workforce development board created under Section 2308.253;
- 6) A nonprofit organization approved by the Supreme Court of Texas that provides free legal services for low-income households in civil matters;
- 7) The Texas Boll Weevil Eradication Foundation, Inc., or an entity designated by the commissioner of agriculture as the foundation's successor entity under Section 74.1011, Texas Agriculture Code;
- 8) A nonprofit computer bank that solicits, stores, refurbishes and redistributes used computer equipment to public school students and their families; and
- 9) A nonprofit organization that provides affordable housing.

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- B. Compliance Check** – an audit of Vendor’s compliance with the Contract may be performed by, but not limited to, a third party auditor, DIR Internal Audit department, or DIR contract management staff or their designees.
- C. Contract** – the document executed between DIR and Vendor into which this Appendix A is incorporated.
- D. CPA** – refers to the Texas Comptroller of Public Accounts.
- E. Day** - shall mean business days, Monday through Friday, except for State and Federal holidays. If the Contract calls for performance on a day that is not a business day, then performance is intended to occur on the next business day.
- F. Order Fulfiller** – the party, either Vendor or a party that may be designated by Vendor, who is fulfilling a Purchase Order pursuant to the Contract.
- G. Purchase Order** - the Customer’s fiscal form or format, which is used when making a purchase (e.g., formal written Purchase Order, Procurement Card, Electronic Purchase Order, or other authorized instrument).
- H. State** – refers to the State of Texas.

**4. General Provisions**

**A. Entire Agreement**

The Contract, Appendices, and Exhibits constitute the entire agreement between DIR and the Vendor. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in the Contract, Appendices, or its Exhibits shall be binding or valid.

**B. Modification of Contract Terms and/or Amendments**

1) The terms and conditions of the Contract shall govern all transactions by Customers under the Contract. The Contract may only be modified or amended upon mutual written agreement of DIR and Vendor.

2) Customers shall not have the authority to modify the terms of the Contract; however, additional Customer terms and conditions that do not conflict with the Contract and are acceptable to Order Fulfiller may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order issued by a Customer can conflict with or diminish a term or condition of the Contract. Pre-printed terms and conditions on any Purchase Order issued by Customer hereunder will have no force and effect. In the event of a conflict between a Customer’s Purchase Order and the Contract, the Contract term shall control.

3) Customers and Vendor will negotiate and enter into written agreements regarding statements of work, service level agreements, remedies, acceptance criteria, information confidentiality and security requirements, and other terms specific to their Purchase Orders under the Contract with Vendors.

**C. Invalid Term or Condition**

1) To the extent any term or condition in the Contract conflicts with the applicable Texas and/or United States law or regulation, such Contract term or condition is void and unenforceable. By executing a contract which contains the conflicting term or condition, DIR makes no representations or warranties regarding the enforceability of such term or condition and DIR does not waive the applicable Texas and/or United

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States law or regulation which conflicts with the Contract term or condition.

2) If one or more term or condition in the Contract, or the application of any term or condition to any party or circumstance, is held invalid, unenforceable, or illegal in any respect by a final judgment or order of the State Office of Administrative Hearings or a court of competent jurisdiction, the remainder of the Contract and the application of the term or condition to other parties or circumstances shall remain valid and in full force and effect.

**D. Assignment**

DIR or Vendor may assign the Contract without prior written approval to: i) a successor in interest (for DIR, another state agency as designated by the Texas Legislature), or ii) a subsidiary, parent company or affiliate, or iii) as necessary to satisfy a regulatory requirement imposed upon a party by a governing body with the appropriate authority. Assignment of the Contract under the above terms shall require written notification by the assigning party. Any other assignment by a party shall require the written consent of the other party. Each party agrees to cooperate to amend the Contract as necessary to maintain an accurate record of the contracting parties.

**E. Survival**

All applicable software license agreements, warranties or service agreements that were entered into between Vendor and a Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

**F. Choice of Law**

The laws of the State of Texas shall govern the construction and interpretation of the Contract. Exclusive venue for all actions with be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

**G. Limitation of Authority**

Vendor shall have no authority to act for or on behalf of the Texas Department of Information Resources or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or Texas Department of Information Resources.

**5. Product Terms and Conditions**

**A. Electronic and Information Resources Accessibility Standards, As Required by 1 TAC Chapters 206 and 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)**

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapters

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206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Upon request, but not later thirty (30) days after request, Vendor shall provide DIR with a completed Voluntary Product Accessibility Template (VPAT) of the specified product or a URL to the VPAT for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act).

**B. Purchase of Commodity Items (Applicable to State Agency Purchases Only)**

1) Texas Government Code, §2157.068 requires State agencies to buy commodity items, as defined in 5.B.2 below, in accordance with contracts developed by DIR, unless the agency obtains an exemption from DIR.

2) Commodity items are commercially available software, hardware and technology services that are generally available to businesses or the public and for which DIR determines that a reasonable demand exists in two or more state agencies. Hardware is the physical technology used to process, manage, store, transmit, receive or deliver information. Software is the commercially available programs that operate hardware and includes all supporting documentation, media on which the software may be contained or stored, related materials, modifications, versions, upgrades, enhancements, updates or replacements. Technology services are the services, functions and activities that facilitate the design, implementation, creation, or use of software or hardware. Technology services include seat management, staffing augmentation, training, maintenance and subscription services. Technology services do not include telecommunications services. Seat management is services through which a state agency transfers its responsibilities to a vendor to manage its personal computing needs, including all necessary hardware, software and technology services.

3) Vendor agrees to coordinate all State agency commodity item sales through existing DIR contracts. Institutions of higher education are exempt from this Subsection 5.B.

**6. Contract Fulfillment and Promotion**

**A. Service, Sales and Support of the Contract**

Vendor shall provide service, sales and support resources to serve all Customers throughout the State. It is the responsibility of the Vendor to sell, market, and promote products and services available under the Contract. Vendor shall use its best efforts to ensure that potential Customers are made aware of the existence of the Contract. All sales to Customers for products and services available under the Contract shall be processed through the Contract.

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**B. Use of Order Fulfillers**

DIR agrees to permit Vendor to utilize designated Order Fulfillers to provide service, sales and support resources to Customers. Such participation is subject to the following conditions:

**1) Designation of Order Fulfillers**

a) Vendor may designate Order Fulfillers to act as the distributors for products and services available under the Contract. In designating Order Fulfillers, Vendor must be in compliance with the State's Policy on Utilization of Historically Underutilized Businesses. In addition to the required Subcontracting Plan, Vendor shall provide DIR with the following Order Fulfiller information: Order Fulfiller name, Order Fulfiller business address, Order Fulfiller CPA Identification Number, Order Fulfiller contact person email address and phone number.

b) DIR reserves the right to require the Vendor to rescind any such Order Fulfiller participation or request that Vendor name additional Order Fulfillers should DIR determine it is in the best interest of the State.

c) Vendor shall be fully liable for its Order Fulfillers' performance under and compliance with the terms and conditions of the Contract. Vendor shall enter into contracts with Order Fulfillers and use terms and conditions that are consistent with the terms and conditions of the Contract.

d) Vendor shall have the right to qualify Order Fulfillers and their participation under the Contract provided that: i) any criteria is uniformly applied to all potential Order Fulfillers based upon Vendor's established, neutrally applied criteria, ii) the criteria is not based on a particular procurement, and iii) all Customers are supported under the different criteria.

e) Vendor shall not prohibit Order Fulfiller from participating in other procurement opportunities offered through DIR.

**2) Changes in Order Fulfiller List**

Vendor may add or delete Order Fulfillers throughout the term of the Contract upon written authorization by DIR. Prior to adding or deleting Order Fulfillers, Vendor must make a good faith effort in the revision of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. Vendor shall provide DIR with its updated Subcontracting Plan and the Order Fulfiller information listed in Section 6.B.1.a above.

**3) Order Fulfiller Pricing to Customer**

Order Fulfiller pricing to the Customer shall comply with the Customer price as stated within Section 4 of the Contract. This pricing shall only be offered by Order Fulfillers to Customers for sales that pass through the Contract.

**C. Product Warranty and Return Policies**

Order Fulfiller will adhere to the Vendor's then-currently published policies concerning product warranties and returns. Product warranty and return policies for Customers will not be more restrictive or more costly than warranty and return policies for other similarly situated Customers for like products.

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**D. Customer Site Preparation**

Customers shall prepare and maintain its site in accordance with written instructions furnished by Order Fulfiller prior to the scheduled delivery date of any product or service and shall bear the costs associated with the site preparation.

**E. Internet Access to Contract and Pricing Information**

**1) Vendor Website**

Within thirty days of the effective date of the Contract, Vendor will establish and maintain a website specific to the product and service offerings under the Contract which is clearly distinguishable from other, non-DIR Contract offerings at Vendor's website. The website must include: the product and services offered, product and service specifications, Contract pricing, designated Order Fulfillers, contact information for Vendor and designated Order Fulfillers, instructions for obtaining quotes and placing Purchase Orders, and warranty and return policies. The Vendor's website shall list the DIR Contract number, reference the DIR Information and Communications Technology (ICT) Cooperative Contracts program, display the DIR logo in accordance with the requirements in paragraph F of this Section, and contain a link to the DIR website for the Contract.

**2) Accurate and Timely Contract Information**

Vendor warrants and represents that the website information specified in the above paragraph will be accurately and completely posted, maintained and displayed in an objective and timely manner. Vendor, at its own expense, shall correct any non-conforming or inaccurate information posted at Vendor's website within ten (10) business days after written notification by DIR.

**3) Website Compliance Checks**

Periodic compliance checks of the information posted for the Contract on Vendor's website will be conducted by DIR. Upon request by DIR, Vendor shall provide verifiable documentation that pricing listed upon this website is uniform with the pricing as stated in Section 4 of the Contract.

**4) Website Changes**

Vendor hereby consents to a link from the DIR website to Vendor's website in order to facilitate access to Contract information. The establishment of the link is provided solely for convenience in carrying out the business operations of the State. DIR reserves the right to terminate or remove a link at any time, in its sole discretion, without advance notice, or to deny a future request for a link. DIR will provide Vendor with subsequent notice of link termination or removal. Vendor shall provide DIR with timely written notice of any change in URL or other information needed to access the site and/or maintain the link.

**5) Use of Access Data Prohibited**

If Vendor stores, collects or maintains data electronically as a condition of accessing Contract information, such data shall only be used internally by Vendor for the purpose of implementing or marketing the Contract, and shall not be disseminated to third parties or used for other marketing purposes. The Contract constitutes a public document under the laws of the State and Vendor shall not restrict access to Contract terms and conditions including pricing, i.e., through use of restrictive technology or

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passwords.

#### **6) Responsibility for Content**

Vendor is solely responsible for administration, content, intellectual property rights, and all materials at Vendor's website. DIR reserves the right to require a change of listed content if, in the opinion of DIR, it does not adequately represent the Contract.

#### **F. DIR Logo**

Order Fulfiller may use the DIR logo in the promotion of the Contract to Customers with the following stipulations: (i) the logo may not be modified in any way, (ii) when displayed, the size of the DIR logo must be equal to or smaller than the Order Fulfiller logo, (iii) the DIR logo is only used to communicate the availability of products and services under the Contract to Customers, and (iv) any other use of the DIR logo requires prior written permission from DIR.

#### **G. Vendor and Order Fulfiller Logo**

DIR may use the Vendor's and Order Fulfiller's name and logo in the promotion of the Contract to communicate the availability of products and services under the Contract to Customers. Use of the logos may be on the DIR website or on printed materials. Any use of Vendor's and Order Fulfiller's logo by DIR must comply with and be solely related to the purposes of the Contract and any usage guidelines communicated to DIR from time to time. Nothing contained in the Contract will give DIR any right, title, or interest in or to Vendor's or Order Fulfiller's trademarks or the goodwill associated therewith, except for the limited usage rights expressly provided by Vendor and Order Fulfiller.

#### **H. Trade Show Participation**

At DIR's discretion, Vendor and Order Fulfillers may be required to participate in one or more DIR sponsored trade shows each calendar year. Vendor understands and agrees that participation, at the Vendor's and Order Fulfiller's expense, includes providing a manned booth display or similar presence. DIR will provide four months advance notice of any required participation. Vendor and Order Fulfillers must display the DIR logo at all trade shows that potential Customers will attend. DIR reserves the right to approve or disapprove of the location or the use of the DIR logo in or on the Vendor's or Order Fulfiller's booth.

#### **I. Orientation Meeting**

Upon thirty (30) calendar days from execution of the Contract, Vendor and Order Fulfillers will be required to attend an orientation meeting to discuss the content and procedures of the Contract. The meeting will be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor. DIR shall bear no cost for the time and travel of the Vendor or Order Fulfillers for attendance at the meeting.

#### **J. Performance Review Meetings**

DIR will require the Vendor to attend periodic meetings to review the Vendor's performance under the Contract. The meetings will be held within the Austin, Texas area at a date and time mutually acceptable to DIR and the Vendor. DIR shall bear no cost for

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the time and travel of the Vendor for attendance at the meeting.

**K. DIR Cost Avoidance**

As part of the performance measures reported to state leadership, DIR must provide the cost avoidance the State has achieved through the Contract. Upon request by DIR, Vendor shall provide DIR with a detailed report of a representative sample of products sold under the Contract. The report shall contain: product part number, product description, list price, price to Customer under the Contract, and pricing from three (3) alternative sources under which DIR customers can procure the products.

**7. Purchase Orders, Invoices, and Payments**

**A. Purchase Orders**

All Customer Purchase Orders will be placed directly with the Order Fulfiller. Accurate Purchase Orders shall be effective and binding upon Order Fulfiller when accepted by Order Fulfiller.

**B. Invoices**

1) Invoices shall be submitted by the Order Fulfiller directly to the Customer and shall be issued in compliance with Chapter 2251, Texas Government Code. All payments for products and/or services purchased under the Contract and any provision of acceptance of such products and/or services shall be made by the Customer to the Order Fulfiller.

2) Invoices must be timely and accurate. Each invoice must match Customer's Purchase Order and include any written changes that may apply, as it relates to products, prices and quantities. Invoices must include the Customer's Purchase Order number or other pertinent information for verification of receipt of the product or services by the Customer.

**C. Payments**

Customers shall comply with Chapter 2251, Texas Government Code, in making payments to Order Fulfiller. The statute states that payments for goods and services are due thirty (30) days after the goods are provided, the services completed, or a correct invoice is received, whichever is later. Payment under the Contract shall not foreclose the right to recover wrongful payments.

**8. Contract Administration**

**A. Contract Administrators**

DIR and the Vendor will each provide a Contract Administrator to support the Contract. Information regarding the Contract Administrators will be posted on the Internet website designated for the Contract.

**1) State Contract Administrator**

DIR shall provide a Contract Administrator whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) advising DIR of Vendor's performance under the terms and conditions of the Contract, and iii) periodic verification of product pricing and monthly reports submitted by Vendor.

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**2) Vendor Contract Administrator**

Vendor shall provide a dedicated Contract Administrator whose duties shall include but not be limited to: i) supporting the marketing and management of the Contract, ii) facilitating dispute resolution between a Order Fulfiller and a Customer, and iii) advising DIR of Order Fulfillers performance under the terms and conditions of the Contract. DIR reserves the right to require a change in Vendor's then-current Contract Administrator if the assigned Contract Administrator is not, in the opinion of DIR, adequately serving the needs of the State.

**B. Reporting and Administrative Fees**

**1) Reporting Responsibility**

a) Vendor shall be responsible for reporting all products and services purchased through Order Fulfillers under the Contract. Vendor shall file the monthly reports, subcontract reports, and pay the administrative fees in accordance with the due dates specified in this section.

b) DIR shall have the right to verify required reports and to take any actions necessary to enforce its rights under this section, including but not limited to, compliance checks of Vendor's applicable Contract books at DIR's expense.

**2) Detailed Monthly Report**

Vendor shall electronically provide DIR with a detailed monthly report in the format required by DIR showing the dollar volume of any and all sales under the Contract for the previous month period. Reports shall be submitted to the DIR ICT Cooperative Contracts E-Mail Box at [ict.sales@dir.texas.gov](mailto:ict.sales@dir.texas.gov). Reports are due on the fifteenth (15<sup>th</sup>) calendar day after the close of the previous month period. It is the responsibility of Vendor to collect and compile all sales under the Contract from participating Order Fulfillers and submit one (1) monthly report. The monthly report shall include, per transaction: the detailed sales for the period, the Order Fulfiller's company name, if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, and other information as required by DIR. Each report must contain all information listed above per transaction or the report will be rejected and returned to the Vendor for correction in accordance with this section.

**3) Historically Underutilized Businesses Subcontract Reports**

a) Vendor shall electronically provide each Customer with their relevant Historically Underutilized Business Subcontracting Report, pursuant to the Contract, as required by Chapter 2161, Texas Government Code. Reports shall also be submitted to DIR.

b) Reports shall be due in accordance with the CPA rules.

**4) DIR Administrative Fee**

a) An administrative fee shall be paid by Vendor to DIR to defray the DIR costs of negotiating, executing, and administering the Contract. The maximum administrative fee is set by the Texas Legislature in the biennial General Appropriations Act. Payment of the administrative fee shall be due on the

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fifteenth (15<sup>th</sup>) calendar day after the close of the previous month period. DIR may change the amount of the administrative fee upon thirty (30) days written notice to Vendor without the need for a formal contract amendment.

b) Vendor shall reference the DIR Contract number on any remittance instruments.

**5) Accurate and Timely Submission of Reports**

a) The reports and administrative fees shall be accurate and timely and submitted in accordance with the due dates specified in this section. Vendor shall correct any inaccurate reports or administrative fee payments within three (3) business days upon written notification by DIR. Vendor shall deliver any late reports or late administrative fee payments within three (3) business days upon written notification by DIR. If Vendor is unable to correct inaccurate reports or administrative fee payments or deliver late reports and fee payments within three (3) business days, Vendor must contact DIR and provide a corrective plan of action, including the timeline for completion of correction. The corrective plan of action shall be subject to DIR approval.

b) Should Vendor fail to correct inaccurate reports or cure the delay in timely delivery of reports and payments within the corrective plan of action timeline, DIR reserves the right to require an independent third party audit of the Vendor's records as specified in C.3 of this Section, at DIR's expense.

c) Failure to timely submit three (3) reports within any rolling twelve (12) month period may, at DIR's discretion, result in termination of Vendor's Contract.

**C. Records and Audit**

1) Acceptance of funds under the Contract by Vendor and/or Order Fulfiller acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Vendor or directly by Order Fulfillers and the requirement to cooperate is included in any subcontract or Order Fulfiller contract it awards pertaining to the Contract. Under the direction of the Legislative Audit Committee, a Vendor that is the subject of an audit or investigation by the State Auditor's Office must provide the State Auditor's Office with access to any information the State Auditor's Office considers relevant to the investigation or audit.

2) Vendor and Order Fulfillers shall maintain adequate records to establish compliance with the Contract until the later of a period of four (4) years after termination of the Contract or until full, final and unappealable resolution of all Compliance Check or litigation issues that arise under the Contract. Such records shall include per transaction: the Order Fulfiller's company name if applicable, Customer name, invoice date, invoice number, description, part number, manufacturer, quantity, unit price, extended price, Customer Purchase Order number, contact name, Customer's complete billing address, the calculations supporting each

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administrative fee owed DIR under the Contract, Historically Underutilized Businesses Subcontracting reports, and such other documentation as DIR may request.

3) Vendor and/or Order Fulfillers shall grant access to all paper and electronic records, books, documents, accounting procedures, practices and any other items relevant to the performance of the Contract to the DIR Internal Audit department or DIR Contract Management staff, including the compliance checks designated by the DIR Internal Audit department, DIR Contract Management staff, the State Auditor's Office, and of the United States, and such other persons or entities designated by DIR for the purposes of inspecting, Compliance Checking and/or copying such books and records. Vendor and/or Order Fulfillers shall provide copies and printouts requested by DIR without charge. DIR shall provide Vendor and/or Order Fulfillers ten (10) business days' notice prior to inspecting, Compliance Checking, and/or copying Vendor's and/or Order Fulfiller's records. Vendor's and/or Order Fulfillers records, whether paper or electronic, shall be made available during regular office hours. Vendor and/or Order Fulfiller personnel familiar with the Vendor's and/or Order Fulfiller's books and records shall be available to the DIR Internal Audit department, or DIR Contract Management staff and designees as needed. Vendor and/or Order Fulfiller shall provide adequate office space to DIR staff during the performance of Compliance Check. If Vendor is found to be responsible for inaccurate reports, DIR may invoice for the reasonable costs of the audit, which Vendor must pay within thirty (30) days of receipt.

4) For procuring State Agencies whose payments are processed by the Texas Comptroller of Public Accounts, the volume of payments made to Order Fulfillers through the Texas Comptroller of Public Accounts and the administrative fee based thereon shall be presumed correct unless Vendor can demonstrate to DIR's satisfaction that Vendor's calculation of DIR's administrative fee is correct.

**D. Contract Administration Notification**

1) Upon execution of the Contract, Vendor shall provide DIR with written notification of the following: i) Vendor Contract Administrator name and contact information, ii) Vendor sales representative name and contact information, and iii) name and contact information of Vendor personnel responsible for submitting reports and payment of administrative fees specified herein.

2) Upon execution of the Contract, DIR shall provide Vendor with written notification of the following: i) DIR Contract Administrator name and contact information, and ii) DIR ICT Cooperative Contracts E-Mail Box information.

**9. Vendor Responsibilities**

**A. Indemnification**

**1) Acts or Omissions**

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST

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ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract REGARDLESS OF THE NEGLIGENCE OF THE CUSTOMER, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES. VENDOR SHALL PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCIES AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

**2) Infringements**

a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES, from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

b) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense: (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

**3) Independent Contractor**

**VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, IT IS FURNISHING SERVICES IN THE CAPACITY OF AN INDEPENDENT CONTRACTOR AND THAT VENDOR IS NOT AN EMPLOYEE OF THE CUSTOMER, DIR OR THE STATE OF TEXAS.**

**B. Taxes/Worker's Compensation/UNEMPLOYMENT INSURANCE**

1) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND

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VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. VENDOR AGREES AND ACKNOWLEDGES THAT VENDOR ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS SHALL NOT BE ENTITLED TO ANY STATE BENEFIT OR BENEFIT OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR EXPECTATIONS OF BENEFITS BY VENDOR, ITS EMPLOYEES, REPRESENTATIVES, AGENTS OR SUBCONTRACTORS IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY THE OFFICE OF THE ATTORNEY GENERAL FOR TEXAS STATE AGENCY CUSTOMERS AND BY CUSTOMER'S LEGAL COUNSEL FOR NON-STATE AGENCY CUSTOMERS.

**C. Vendor Certifications**

Vendor certifies on behalf of Vendor and its designated Order Fulfillers that they:

- (i) have not given, offered to give, and do not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract;
- (ii) are not currently delinquent in the payment of any franchise tax owed the State of Texas and are not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledge the Contract may be terminated and payment withheld if this certification is inaccurate;
- (iii) neither they, nor anyone acting for them, have violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage;
- (iv) have not received payment from DIR or any of its employees for participating in the preparation of the Contract;

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- (v) under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate;
- (vi) to the best of their knowledge and belief, there are no suits or proceedings pending or threatened against or affecting them, which if determined adversely to them will have a material adverse effect on the ability to fulfill their obligations under the Contract;
- (vii) are not suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration;
- (viii) as of the effective date of the Contract, are not listed in the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control; (ix) to the extent applicable to this scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328;
- (ix) agree that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas;
- (x) are in compliance Section 669.003, Texas Government Code, relating to contracting with executive head of a state agency;
- (xi) have identified all current or former, within the last five years, employees of the State of Texas assigned to work on the DIR Contract 20% or more of their time and have disclosed them to DIR and have disclosed or do not employ any relative of a current or former state employee within two degrees of consanguinity, and, if these facts change during the course of the Contract, certify they shall disclose the name and other pertinent information about the employment of current and former employees and their relatives within two degrees of consanguinity;
- (xii) represent and warrant that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest and certify that they will not reasonably create the appearance of impropriety, and, if these facts change during the course of the Contract, certify they shall disclose the actual or potential conflict of interest and any circumstances that create the appearance of impropriety;
- (xiii) represent and warrant that the Customer's payment and their receipt of appropriated or other funds under this Agreement are not prohibited by Sections 556.005 or Section 556.008, Texas Government Code;
- (xiv) under Section 2155.006, Government Code, are not ineligible to receive the specified contract and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate; and

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- (xv) have complied with the Section 556.0055, Texas Government Code, restriction on lobbying expenditures. In addition, they acknowledge the applicability of §2155.444 and §2155.4441, Texas Government Code, in fulfilling the terms of the Contract.

During the term of the Contract, Vendor shall, for itself and on behalf of its Order Fulfillers, promptly disclose to DIR all changes that occur to the foregoing certifications, representations and warranties. Vendor covenants to fully cooperate in the development and execution of resulting documentation necessary to maintain an accurate record of the certifications, representations and warranties.

In addition, Vendor understands and agrees that Vendor may be required to comply with additional terms and conditions or certifications that an individual customer may require due to state and federal law (e.g, privacy and security requirements).

**D. Ability to Conduct Business in Texas**

Vendor and its Order Fulfiller shall be authorized and validly existing under the laws of its state of organization, and shall be authorized to do business in the State of Texas.

**E. Equal Opportunity Compliance**

Vendor agrees to abide by all applicable laws, regulations, and executive orders pertaining to equal employment opportunity, including federal laws and the laws of the State in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Vendor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by Vendor under the Contract. If Vendor is found to be not in compliance with these requirements during the term of the Contract, Vendor agrees to take appropriate steps to correct these deficiencies. Upon request, Vendor will furnish information regarding its nondiscriminatory hiring and promotion policies, as well as specific information on the composition of its principals and staff, including the identification of minorities and women in management or other positions with discretionary or decision-making authority.

**F. Use of Subcontractors**

If Vendor uses any subcontractors in the performance of this Contract, Vendor must make a good faith effort in the submission of its Subcontracting Plan in accordance with the State's Policy on Utilization of Historically Underutilized Businesses. A revised Subcontracting Plan shall be required before Vendor can engage additional subcontractors in the performance of this Contract. Vendor shall remain solely responsible for the performance of its obligations under the Contract.

**G. Responsibility for Actions**

- 1) Vendor is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Vendor nor any of the foregoing has any authority to act or speak on behalf of DIR or the State.

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2) Vendor, for itself and on behalf of its subcontractors, shall report to DIR promptly when the disclosures under Item 18 of Appendix A to the RFO and/or Section 9.C. (xii) and (xiii), Vendor Certifications of this Appendix A to the Contract change. Vendor covenants to fully cooperate with DIR to update and amend the Contract to accurately disclose employment of current or former State employees and their relatives and/or the status of conflicts of interest.

**H. Confidentiality**

1) Vendor acknowledges that DIR and Customers that are state agencies are government agencies subject to the Texas Public Information Act. Vendor also acknowledges that DIR and Customers that are state agencies will comply with the Public Information Act, and with all opinions of the Texas Attorney General's office concerning this Act.

2) Under the terms of the Contract, DIR may provide Vendor with information related to Customers. Vendor shall not re-sell or otherwise distribute or release Customer information to any party in any manner.

**I. Security of Premises, Equipment, Data and Personnel**

Vendor and/or Order Fulfiller may, from time to time during the performance of the Contract, have access to the personnel, premises, equipment, and other property, including data, files and /or materials (collectively referred to as "Data") belonging to the Customer. Vendor and/or Order Fulfiller shall use their best efforts to preserve the safety, security, and the integrity of the personnel, premises, equipment, Data and other property of the Customer, in accordance with the instruction of the Customer. Vendor and/or Order Fulfiller shall be responsible for damage to Customer's equipment, workplace, and its contents when such damage is caused by its employees or subcontractors. If a Vendor and/or Order Fulfiller fails to comply with Customer's security requirements, then Customer may immediately terminate its Purchase Order and related Service Agreement.

**J. Background and/or Criminal History Investigation**

Prior to commencement of any services, background and/or criminal history investigation of the Vendor and/or Order Fulfiller's employees and subcontractors who will be providing services to the Customer under the Contract may be performed by certain Customers having legislative authority to require such investigations. Should any employee or subcontractor of the Vendor and/or Order Fulfiller who will be providing services to the Customer under the Contract not be acceptable to the Customer as a result of the background and/or criminal history check, then Customer may immediately terminate its Purchase Order and related Service Agreement or request replacement of the employee or subcontractor in question.

**K. Limitation of Liability**

For any claim or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State of Texas, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages; and ii) Vendor's liability for damages of any kind to the Customer shall be limited to the total amount paid to Vendor under the Contract during the twelve months immediately preceding the accrual of the claim or cause of

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action. However, this limitation of Vendor's liability shall not apply to claims of patent, trademark, or copyright infringement.

**L. Overcharges**

Vendor hereby assigns to DIR any and all of its claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 U.S.C.A. Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. and Comm. Code Section 15.01, et seq.

**M. Prohibited Conduct**

Vendor represents and warrants that, to the best of its knowledge as of the date of this certification, neither Vendor nor any Order Fulfiller, subcontractor, firm, corporation, partnership, or institution represented by Vendor, nor anyone acting for such Order Fulfiller, subcontractor, firm, corporation or institution has: (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated its response to the Request for Offer directly or indirectly to any competitor or any other person engaged in such line of business during the procurement for the Contract.

**N. Required Insurance Coverage**

As a condition of this Contract with DIR, Vendor shall provide the listed insurance coverage within 5 days of execution of the Contract if the Vendor is awarded services which require that Vendor's employees perform work at any Customer premises and/or use employer vehicles to conduct work on behalf of Customers. In addition, when engaged by a Customer to provide services on Customer premises, the Vendor shall, at its own expense, secure and maintain the insurance coverage specified herein, and shall provide proof of such insurance coverage to the related Customer within five (5) business days following the execution of the Purchase Order. Vendor may not begin performance under the Contract and/or a Purchase Order until such proof of insurance coverage is provided to, and approved by, DIR and the Customer. All required insurance must be issued by companies that are A+ financially rated and duly licensed, admitted, and authorized to do business in the State of Texas. The Customer and DIR will be named as Additional Insureds on all required coverage. Required coverage must remain in effect through the term of the Contract and each Purchase Order issued to Vendor there under. The minimum acceptable insurance provisions are as follows:

**1) Commercial General Liability**

Commercial General Liability must include a combined single limit of \$500,000 per occurrence for coverage A, B, & C including products/completed operations, where appropriate, with a separate aggregate of \$500,000. The policy shall contain the following provisions:

- a) Blanket contractual liability coverage for liability assumed under the Contract;
- b) Independent Contractor coverage;
- c) State of Texas, DIR and Customer listed as an additional insured;
- d) 30-day Notice of Termination in favor of DIR and/or Customer; and

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e) Waiver of Transfer Right of Recovery Against Others in favor of DIR and/or Customer.

**2) Workers' Compensation Insurance**

Workers' Compensation Insurance and Employers' Liability coverage must include limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Art. 8308-1.01 et seq. Tex. Rev. Civ. Stat) and minimum policy limits for Employers' Liability of \$250,000 bodily injury per accident, \$500,000 bodily injury disease policy limit and \$250,000 per disease per employee.

**3) Business Automobile Liability Insurance**

Business Automobile Liability Insurance must cover all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternative acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of DIR and/or Customer:

- a) Waiver of Subrogation;
- b) 30-day Notice of Termination; and
- c) Additional Insured.

**O. Use of State Property**

Vendor is prohibited from using the Customer's equipment, the Customer's Location, or any other resources of the Customer or the State of Texas for any purpose other than performing services under this Agreement. For this purpose, equipment includes, but is not limited to, copy machines, computers and telephones using State of Texas long distance services. Any charges incurred by Vendor using the Customer's equipment for any purpose other than performing services under this Agreement must be fully reimbursed by Vendor to the Customer immediately upon demand by the Customer. Such use shall constitute breach of contract and may result in termination of the contract and other remedies available to DIR and Customer under the contract and applicable law.

**P. Immigration**

Vendor shall comply with all requirements related to federal immigration laws and regulations, to include but not be limited to, the Immigration and Reform Act of 1986, the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA") and the Immigration Act of 1990 (8 U.S.C.1101, et seq.) regarding employment verification and retention of verification forms for any individual(s) hired on or after the effective date of the 1996 Act who will perform any labor or services under this Contract. Nothing herein is intended to exclude compliance by Vendor with all other relevant federal immigration statutes and regulations promulgated pursuant thereto.

**Q. Public Disclosure**

No public disclosures or news releases pertaining to this contract shall be made without prior written approval of DIR.

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**R. Product and/or Services Substitutions**

Substitutions are not permitted without the written permission of DIR or Customer.

**S. Secure Erasure of Hard Disk Products and/or Services**

Vendor agrees that all products and/or services equipped with hard disk drives (i.e. computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's Managed Services product's useful life or the end of the related Customer Managed Services Agreement for such products and/ services, in accordance with 1 TAC 202.

**T. Deceptive Trade Practices; Unfair Business Practices**

a) Vendor represents and warrants that neither Vendor nor any of its Subcontractors has been (i) found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations as defined under Chapter 17, Texas Business & Commerce Code, or (ii) has outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

b) Vendor certifies that it has no officers who have served as officers of other entities who (i) have been found liable in any administrative hearing, litigation or other proceeding of Deceptive Trade Practices violations or (ii) have outstanding allegations of any Deceptive Trade Practice pending in any administrative hearing, litigation or other proceeding.

**U. Drug Free Workplace Policy**

The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

**10. Contract Enforcement**

**A. Enforcement of Contract and Dispute Resolution**

1) Vendor and DIR agree to the following: (i) a party's failure to require strict performance of any provision of the Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision, (ii) for disputes not resolved in the normal course of business, the dispute resolution process provided for in Chapter 2260, Texas Government Code, shall be used, and (iii) actions or proceedings arising from the Contract shall be heard in a state court of competent jurisdiction in Travis County, Texas.

2) Disputes arising between a Customer and the Vendor shall be resolved in accordance with the dispute resolution process of the Customer that is not

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inconsistent with subparagraph A.1 above. DIR shall not be a party to any such dispute unless DIR, Customer, and Vendor agree in writing.

**B. Termination**

**1) Termination for Non-Appropriation**

**a) Termination for Non-Appropriation by Customer**

Customer may terminate Purchase Orders if funds sufficient to pay its obligations under the Contract are not appropriated: i) by the governing body on behalf of local governments; ii) by the Texas legislature on behalf of state agencies; or iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided ten (10) calendar days written notice of intent to terminate. Notwithstanding the foregoing, if a Customer issues a Purchase Order and has accepted delivery of the product or services, they are obligated to pay for the product or services or they may return the product and discontinue using services under any return provisions that Vendor offers. In the event of such termination, the Customer will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

**b) Termination for Non-Appropriation by DIR**

DIR may terminate Contract if funds sufficient to pay its obligations under the Contract are not appropriated: by the i) Texas legislature or ii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of non-appropriation, Vendor and/or Order Fulfiller will be provided thirty (30) calendar days written notice of intent to terminate. In the event of such termination, DIR will not be considered to be in default or breach under this Contract, nor shall it be liable for any further payments ordinarily due under this Contract, nor shall it be liable for any damages or any other amounts which are caused by or associated with such termination.

**2) Absolute Right**

DIR shall have the absolute right to terminate the Contract without recourse in the event that: i) Vendor becomes listed on the prohibited vendors list authorized by Executive Order #13224, "*Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism*", published by the United States Department of the Treasury, Office of Foreign Assets Control; ii) Vendor becomes suspended or debarred from doing business with the federal government as listed in the *Excluded Parties List System (EPLS)* maintained by the General Services Administration; or (iii) Vendor is found by DIR to be ineligible to hold this Contract under Subsection (b) of Section 2155.006, Texas Government Code. Vendor shall be provided written notice in accordance with Section 11.A, Notices, of intent to terminate.

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**3) Termination for Convenience**

DIR may terminate the Contract, in whole or in part, by giving the other party thirty (30) calendar days written notice. A Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

**4) Termination for Cause**

**a) Contract**

Either DIR or Vendor may issue a written notice of default to the other upon the occurrence of a material breach of any covenant, warranty or provision of the Contract, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Contract. Customers purchasing products or services under the Contract have no power to terminate the Contract for default.

**b) Purchase Order**

Customer or Order Fulfiller may terminate a Purchase Order upon the occurrence of a material breach of any term or condition: (i) of the Contract, or (ii) included in the Purchase Order in accordance with Section 4.B.2 above, upon the following preconditions: first, the parties must comply with the requirements of Chapter 2260, Texas Government Code, in an attempt to resolve a dispute; second, after complying with Chapter 2260, Texas Government Code, and the dispute remains unresolved, then the non-defaulting party shall give the defaulting party thirty (30) calendar days from receipt of notice to cure said default. If the defaulting party fails to cure said default within the timeframe allowed, the non-defaulting party may, at its option and in addition to any other remedies it may have available, cancel and terminate the Purchase Order.

**5) Customer Rights Under Termination**

In the event the Contract expires or is terminated for any reason, a Customer shall retain its rights under the Contract and the Purchase Order issued prior to the termination or expiration of the Contract. The Purchase Order survives the expiration or termination of the Contract for its then effective term.

**6) Vendor or Order Fulfiller Rights Under Termination**

In the event a Purchase Order expires or is terminated, a Customer shall pay: 1) all amounts due for products or services ordered prior to the effective termination date and ultimately accepted, and 2) any applicable early termination fees agreed to in such Purchase Order.

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**C. Force Majeure**

DIR, Customer, or Order Fulfiller may be excused from performance under the Contract for any period when performance is prevented as the result of an act of God, strike, war, civil disturbance, epidemic, or court order, provided that the party experiencing the event of Force Majeure has prudently and promptly acted to take any and all steps that are within the party's control to ensure performance and to shorten the duration of the event of Force Majeure. The party suffering an event of Force Majeure shall provide notice of the event to the other parties when commercially reasonable. Subject to this provision, such non-performance shall not be deemed a default or a ground for termination. However, a Customer may terminate a Purchase Order if it is determined by the Customer that Order Fulfiller will not be able to deliver product or services in a timely manner to meet the business needs of the Customer.

**11. Notification**

**A. Notices**

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to the Contract shall be in writing and shall be validly given on: (i) the date of delivery if delivered by email, facsimile transmission, mailed by registered or certified mail, or hand delivered, or (ii) three business days after being mailed via United States Postal Service. All notices under the Contract shall be sent to a party at the respective address indicated in Section 6 of the Contract or to such other address as such party shall have notified the other party in writing.

**B. Handling of Written Complaints**

In addition to other remedies contained in the Contract, a person contracting with DIR may direct their written complaints to the following office:

Public Information Office  
Department of Information Resources  
Attn: Public Information Officer  
300 W. 15<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701  
(512) 475-4759, facsimile

**12. Captions**

The captions contained in the Contract, Appendices, and its Exhibits are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

Appendix B  
Historically Underutilized Business (HUB) Subcontracting Plan (HSP)



# HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

**NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).**

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders contracts,**
- **32.7 percent for all special trade construction contracts,**
- **23.6 percent for professional services contracts,**
- **24.6 percent for all other services contracts, and**
- **21 percent for commodities contracts.**

### - - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

For assistance in completing the HSP, contact the HUB Coordinator, Bernadette Davis at [bernadette.davis@dir.texas.gov](mailto:bernadette.davis@dir.texas.gov) .

## SECTION 1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: INX LLC State of Texas VID #: 1-76-0515249906  
 Point of Contact: Brent Blaha Phone #: 512.795.7106  
 E-mail Address: [bblaha@presidio.com](mailto:bblaha@presidio.com) Fax #: 512.795.8844
- b. Is your company a State of Texas certified HUB?  - Yes  - No
- c. Requisition #: DIR-SDD-TMP-178 Bid Open Date: 5 / 23 / 2012

**SECTION 2 SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b, of this SECTION and continue to Item c of this SECTION.)
- **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If **No**, continue to SECTION 3.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for <u>five (5) years or less.</u>	Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for <u>more than five (5) years.</u>	Percentage of the contract expected to be subcontracted to non-HUBs .
1	Cabling Installation	30%	0%	20%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
<b>Aggregate percentages of the contract expected to be subcontracted:</b>		<b>30%</b>	<b>0%</b>	<b>20%</b>

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- **Yes** (If **Yes**, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the **aggregate expected percentage** of the contract you will subcontract with Texas certified HUBs with which you have had contracts in place with for five (5) years or less **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

- **Yes** (If **Yes**, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- **No** (If **No**, continue to SECTION 4 **and** complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)



**SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)**

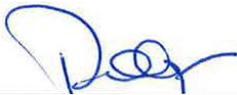
Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- **Yes** (If **Yes**, in the space provided below **list the specific page(s)/section(s)** of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- **No** (If **No**, in the space provided below **explain how** your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

**SECTION 4 AFFIRMATION**

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.



Signature

Paul Klotz

Printed Name

Sr VP of Operations

Title

5-22-2012

Date

- REMINDER:**
- If you responded "**Yes**" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
  - If you responded "**No**" **SECTION 2, Items c and d**, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.

# HSP Good Faith Effort - Method A (Attachment A)

Enter your company's name here: INX LLC

Requisition #: DIR-SDD-TMP-178

**IMPORTANT:** If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc>

## SECTION A-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: 1 Description: Cabling Installation

## SECTION A-2 SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas Certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas Certified HUB	VID # <small>(Required if Texas Certified HUB)</small>	Approximate Dollar Amount	Expected Percentage of Contract
Jean's Network Solutions	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1752750741600	\$90,000	3%
Laser Tech, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742662413000	\$90,000	3%
Communications Etc Inc	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1752081300100	\$90,000	3%
B & R Telephone Service	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1200359841900	\$90,000	3%
Vip Technologies	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1731717462500	\$90,000	3%
Commline Cabling, Llc	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1208325914800	\$90,000	3%
Custom Systems Design, Inc.	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1260242891900	\$90,000	3%
Data Optics Cable Inc	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1742651777100	\$90,000	3%
Network Alliance Llc	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1452486241500	\$90,000	3%
Cdi Technology Services	<input checked="" type="checkbox"/> - Yes <input type="checkbox"/> - No	1141885594300	\$90,000	3%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBS and Non-HUBS) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

# HSP Good Faith Effort - Method B (Attachment B)

Enter your company's name here: INX LLC

Requisition #: DIR-SDD-TMP-178

**IMPORTANT:** If you responded "**No**" to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

## SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: \_\_\_\_\_ Description: \_\_\_\_\_

## SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, to continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3.)

## SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs **and** minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person.

When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs **and** minority or women trade organizations or development centers.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
		/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency.

A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>

- d. Enter the name of the minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
	/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No
	/ /	<input type="checkbox"/> - Yes <input type="checkbox"/> - No

# HSP Good Faith Effort - Method B (Attachment B) *Cont.*

Enter your company's name here: _____	Requisition #: _____
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**SECTION B-4 SUBCONTRACTOR SELECTION**

a. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas Certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas Certified HUB	VID # <small>(Required if Texas Certified HUB)</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

b. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

**REMINDER:** As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

# HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to minority/women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity identified in **Section C** reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

Section A		PRIME CONTRACTOR'S INFORMATION	
Company Name:	_____	State of Texas VID #:	_____
Point-of-Contact:	_____	Phone #:	_____
E-mail Address:	_____	Fax #:	_____

Section B		CONTRACTING STATE AGENCY AND REQUISITION INFORMATION	
Agency Name:	_____		
Point-of-Contact:	_____	Phone #:	_____
Requisition #:	_____	Bid Open Date:	_____

Section C		SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION	
1.	Potential Subcontractor's Bid Response Due Date:	<p><b>Our firm must receive your bid response to this subcontracting opportunity no later than 5:00 P.M., Central Daylight Standard Time on:</b> _____</p> <p style="text-align: right;">(Date)</p> <p>(Note: In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to <u>at least three (3)</u> Texas certified HUBs, and allow the HUBs <u>at least seven (7) working days</u> to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to minority/women trade organizations or development centers <u>at least seven (7) working days</u> prior to submitting our bid response to the contracting agency.)</p>	
2.	Scope of Work:		
3.	Required Qualifications:		
	<input type="checkbox"/> - Not Applicable		
4.	Bonding/Insurance Requirements:		
	<input type="checkbox"/> - Not Applicable		
5.	Location to review plans/specifications:		
	<input type="checkbox"/> - Not Applicable		

**Appendix C Pricing Index**

**INX, LLC a Presidio Company DIR-SDD-1915  
Cabling Services (per pull) - Labor Only Price Sheet Standard Labor Price**

The cost per cable pull represents all materials including cable, electrical boxes, color coded inserts, jacks, patch panels, 66M150 blocks equipped with 89B brackets and/or 110 blocks, wall plates, patch cords, all devices as needed for proper hanging and molding as required. In addition the cost per cable pull should represent all labor including fishing walls, running cable through modular furniture, terminating, testing, labeling, and providing certification reports, as-built floor plans, and warranty information. Pricing includes all costs, including conveyances, necessary to complete the project.

Cabling Services (price per pull)	Zone 1						Zone 2			Zone 3			Zone 4						Zone 5						
	District 13	District 14	District 15	District 16	District 21	District 22	District 06	District 07	District 24	District 04	District 05	District 25	District 01	District 02	District 03	District 08	District 09	District 10	District 18	District 19	District 23	District 11	District 12	District 17	District 20
<b>Cat 5 cable - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>																									
0-10 Pulls																									
0-150 Feet	172.92	80.64	80.64	80.64	105.41	278.02	172.92	278.02	80.64	80.64	80.64	136.75	105.41	80.64	172.92	136.75	80.64	80.64	80.64	105.41	310.15	131.10	80.64	131.10	80.64
151-300 Feet	185.35	80.64	80.64	80.64	105.41	294.98	185.35	294.98	80.64	80.64	80.64	139.01	105.41	80.64	185.35	139.01	80.64	80.64	80.64	105.41	329.06	134.49	80.64	134.49	80.64
11-50 Pulls																									
0-150 Feet	160.48	78.02	78.02	78.02	92.29	250.90	160.48	250.90	78.02	78.02	78.02	128.84	92.29	78.02	160.48	128.84	78.02	78.02	78.02	92.29	279.89	124.32	78.02	124.32	78.02
151-300 Feet	170.66	78.02	78.02	78.02	92.29	264.46	170.66	264.46	78.02	78.02	78.02	136.75	92.29	78.02	170.66	136.75	78.02	78.02	78.02	92.29	295.02	136.75	78.02	136.75	78.02
51-100 Pulls																									
0-150 Feet	109.63	76.71	76.71	76.71	88.35	115.28	109.63	115.28	76.71	76.71	76.71	123.19	88.35	76.71	109.63	123.19	76.71	76.71	76.71	88.35	128.60	115.28	76.71	115.28	76.71
151-300 Feet	122.06	76.71	76.71	76.71	88.35	122.06	122.06	122.06	76.71	76.71	76.71	126.58	88.35	76.71	122.06	126.58	76.71	76.71	76.71	88.35	136.16	122.06	76.71	122.06	76.71
101-200 Pulls																									
0-150 Feet	96.06	75.39	75.39	75.39	85.73	105.26	96.06	105.26	75.39	75.39	75.39	99.46	85.73	75.39	96.06	99.46	75.39	75.39	75.39	85.73	117.42	105.26	75.39	105.26	75.39
151-300 Feet	108.50	75.39	75.39	75.39	85.73	114.15	108.50	114.15	75.39	75.39	75.39	114.15	85.73	75.39	108.50	114.15	75.39	75.39	75.39	85.73	127.34	114.15	75.39	114.15	75.39
Over 200 Pulls																									
0-150 Feet	97.31	74.08	74.08	74.08	80.24	97.31	97.31	97.31	74.08	74.08	74.08	94.93	80.24	74.08	97.31	94.93	74.08	74.08	74.08	80.24	108.55	100.59	74.08	100.59	74.08
151-300 Feet	108.50	74.08	74.08	74.08	81.79	108.50	108.50	108.50	74.08	74.08	74.08	99.46	81.79	74.08	108.50	99.46	74.08	74.08	74.08	81.79	121.03	107.37	74.08	107.37	74.08
<b>Cat 5e cable - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>																									
0-10 Pulls																									
0-150 Feet	172.92	80.64	80.64	80.64	105.41	278.02	172.92	278.02	80.64	80.64	80.64	136.75	105.41	80.64	172.92	136.75	80.64	80.64	80.64	105.41	310.15	131.10	80.64	131.10	80.64
151-300 Feet	185.35	80.64	80.64	80.64	105.41	294.98	185.35	294.98	80.64	80.64	80.64	139.01	105.41	80.64	185.35	139.01	80.64	80.64	80.64	105.41	329.06	134.49	80.64	134.49	80.64
11-50 Pulls																									
0-150 Feet	160.48	78.02	78.02	78.02	92.29	250.90	160.48	250.90	78.02	78.02	78.02	128.84	92.29	78.02	160.48	128.84	78.02	78.02	78.02	92.29	279.89	124.32	78.02	124.32	78.02
151-300 Feet	170.66	78.02	78.02	78.02	92.29	264.46	170.66	264.46	78.02	78.02	78.02	136.75	92.29	78.02	170.66	136.75	78.02	78.02	78.02	92.29	295.02	136.75	78.02	136.75	78.02
51-100 Pulls																									
0-150 Feet	109.63	76.71	76.71	76.71	88.35	115.28	109.63	115.28	76.71	76.71	76.71	123.19	88.35	76.71	109.63	123.19	76.71	76.71	76.71	88.35	128.60	115.28	76.71	115.28	76.71
151-300 Feet	122.06	76.71	76.71	76.71	88.35	122.06	122.06	122.06	76.71	76.71	76.71	126.58	88.35	76.71	122.06	126.58	76.71	76.71	76.71	88.35	136.16	122.06	76.71	122.06	76.71
101-200 Pulls																									
0-150 Feet	96.06	75.39	75.39	75.39	85.73	105.26	96.06	105.26	75.39	75.39	75.39	99.46	85.73	75.39	96.06	99.46	75.39	75.39	75.39	85.73	117.42	105.26	75.39	105.26	75.39
151-300 Feet	108.50	75.39	75.39	75.39	85.73	114.15	108.50	114.15	75.39	75.39	75.39	114.15	85.73	75.39	108.50	114.15	75.39	75.39	75.39	85.73	127.34	114.15	75.39	114.15	75.39
Over 200 Pulls																									
0-150 Feet	97.31	74.08	74.08	74.08	80.24	97.31	97.31	97.31	74.08	74.08	74.08	94.93	80.24	74.08	97.31	94.93	74.08	74.08	74.08	80.24	108.55	100.59	74.08	100.59	74.08
151-300 Feet	108.50	74.08	74.08	74.08	81.79	108.50	108.50	108.50	74.08	74.08	74.08	99.46	81.79	74.08	108.50	99.46	74.08	74.08	74.08	81.79	121.03	107.37	74.08	107.37	74.08
<b>Cat 6 cable - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>																									
0-10 Pulls																									
0-150 Feet	172.92	81.99	81.99	81.99	105.41	278.02	172.92	278.02	81.99	81.99	81.99	136.75	105.41	81.99	172.92	136.75	81.99	81.99	81.99	105.41	310.15	131.10	81.99	131.10	81.99
151-300 Feet	185.35	81.99	81.99	81.99	105.41	294.98	185.35	294.98	81.99	81.99	81.99	139.01	105.41	81.99	185.35	139.01	81.99	81.99	81.99	105.41	329.06	134.49	81.99	134.49	81.99
11-50 Pulls																									
0-150 Feet	160.48	80.64	80.64	80.64	92.29	250.90	160.48	250.90	80.64	80.64	80.64	128.84	92.29	80.64	160.48	128.84	80.64	80.64	80.64	92.29	279.89	124.32	80.64	124.32	80.64
151-300 Feet	170.66	80.64	80.64	80.64	92.29	264.46	170.66	264.46	80.64	80.64	80.64	136.75	92.29	80.64	170.66	136.75	80.64	80.64	80.64	92.29	295.02	136.75	80.64	136.75	80.64
51-100 Pulls																									
0-150 Feet	109.63	78.02	78.02	78.02	88.35	115.28	109.63	115.28	78.02	78.02	78.02	123.19	88.35	78.02	109.63	123.19	78.02	78.02	78.02	88.35	128.60	115.28	78.02	115.28	78.02
151-300 Feet	122.06	78.02	78.02	78.02	88.35	122.06	122.06	122.06	78.02	78.02	78.02	126.58	88.35	78.02	122.06	126.58	78.02	78.02	78.02	88.35	136.16	122.06	78.02	122.06	78.02
101-200 Pulls																									
0-150 Feet	96.06	76.71	76.71	76.71	85.73	105.26	96.06	105.26	76.71	76.71	76.71	99.46	85.73	76.71	96.06	99.46	76.71	76.71	76.71	85.73	117.42	105.26	76.71	105.26	76.71
151-300 Feet	108.50	76.71	76.71	76.71	85.73	114.15	108.50	114.15	76.71	76.71	76.71	114.15	85.73	76.71	108.50	114.15	76.71	76.71	76.71	85.73	127.34	114.15	76.71	114.15	76.71
Over 200 Pulls																									
0-150 Feet	97.31	74.08	74.08	74.08	80.24	97.31	97.31	97.31	74.08	74.08	74.08	94.93	80.24	74.08	97.31	94.93	74.08	74.08	74.08	80.24	108.55	100.59	74.08	100.59	74.08
151-300 Feet	108.50	74.08	74.08	74.08	81.79	108.50	108.50	108.50	74.08	74.08	74.08	99.46	81.79	74.08	108.50	99.46	74.08	74.08	74.08	81.79	121.03	107.37	74.08	107.37	74.08
<b>Cat 6e cable - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>																									
0-10 Pulls																									
0-150 Feet	172.92	82.40	82.40	82.40	108.04	278.02	172.92	278.02	82.40	82.40	82.40	136.75	108.04	82.40	172.92	136.75	82.40	82.40	82.40	108.04	310.15	131.10	82.40	131.10	82.40
151-300 Feet	185.35	82.40	82.40	82.40	108.04	294.98	185.35	294.98	82.40	82.40	82.40	139.01	108.04	82.40	185.35	139.01	82.40	82.40	82.40	108.04	329.06	134.49	82.40	134.49	82.40
11-50 Pulls																									
0-150 Feet	160.48	81.08	81.08	81.08	98.85	250.90	160.48	250.90	81.08	81.08	81.08	128.84	98.85	81.08	160.48	128.84	81.08	81.08	81.08	98.85	279.89	124.32	81.08	124.32	81.08
151-300 Feet	170.66	81.08	81.																						

Appendix C Pricing Index

INX, LLC a Presidio Company DIR-SDD-1915  
Cabling Services (per pull) - Labor Only Price Sheet **Standard Labor Price**

The cost per cable pull represents all materials including cable, electrical boxes, color coded inserts, jacks, patch panels, 66M150 blocks equipped with 89B brackets and/or 110 blocks, wall plates, patch cords, all devices as needed for proper hanging and molding as required. In addition the cost per cable pull should represent all labor including fishing walls, running cable through modular furniture, terminating, testing, labeling, and providing certification reports, as-built floor plans, and warranty information. Pricing includes all costs, including conveyances, necessary to complete the project.

Cabling Services (price per pull)	Zone 1						Zone 2			Zone 3			Zone 4						Zone 5									
0-150 Feet	96.06	77.12	77.12	77.12	87.02	105.26	96.06	105.26	77.12	77.12	77.12	99.46	87.02	77.12	96.06	99.46	77.12	77.12	77.12	87.02	117.42	105.26	77.12	105.26	77.12			
151-300 Feet	108.50	77.12	77.12	77.12	88.35	114.15	108.50	114.15	77.12	77.12	77.12	114.15	88.35	77.12	108.50	114.15	77.12	77.12	77.12	88.35	127.34	114.15	77.12	114.15	77.12			
Over 200 Pulls																												
0-150 Feet	97.31	74.48	74.48	74.48	80.24	97.31	97.31	97.31	74.48	74.48	74.48	94.93	80.24	74.48	97.31	94.93	74.48	74.48	74.48	80.24	108.55	100.59	74.48	100.59	74.48			
151-300 Feet	108.50	74.48	74.48	74.48	84.42	108.50	108.50	108.50	74.48	74.48	74.48	99.46	84.42	74.48	108.50	99.46	74.48	74.48	74.48	84.42	121.03	107.37	74.48	107.37	74.48			
<b>Cat 6a cable - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>																												
0-10 Pulls																												
0-150 Feet	216.99	91.64	91.64	91.64	111.97	334.53	216.99	334.53	91.64	91.64	91.64	176.31	111.97	91.64	216.99	176.31	91.64	91.64	91.64	111.97	373.19	187.61	91.64	187.61	91.64			
151-300 Feet	216.99	91.64	91.64	91.64	111.97	351.48	216.99	351.48	91.64	91.64	91.64	176.31	111.97	91.64	216.99	176.31	91.64	91.64	91.64	111.97	392.10	191.00	91.64	191.00	91.64			
11-50 Pulls																												
0-150 Feet	203.43	90.32	90.32	90.32	101.47	307.41	203.43	307.41	90.32	90.32	90.32	169.53	101.47	90.32	203.43	169.53	90.32	90.32	90.32	101.47	342.93	180.83	90.32	180.83	90.32			
151-300 Feet	203.43	90.32	90.32	90.32	101.47	320.97	203.43	320.97	90.32	90.32	90.32	169.53	101.47	90.32	203.43	169.53	90.32	90.32	90.32	101.47	358.06	193.26	90.32	193.26	90.32			
51-100 Pulls																												
0-150 Feet	166.14	87.68	87.68	87.68	97.54	171.79	166.14	171.79	87.68	87.68	87.68	153.25	97.54	87.68	166.14	153.25	87.68	87.68	87.68	97.54	191.64	171.79	87.68	171.79	87.68			
151-300 Feet	178.57	87.68	87.68	87.68	97.54	178.57	178.57	178.57	87.68	87.68	87.68	153.25	97.54	87.68	178.57	153.25	87.68	87.68	87.68	97.54	199.20	178.57	87.68	178.57	87.68			
101-200 Pulls																												
0-150 Feet	152.57	86.36	86.36	86.36	93.60	163.88	152.57	163.88	86.36	86.36	86.36	135.62	93.60	86.36	152.57	135.62	86.36	86.36	86.36	93.60	182.81	163.88	86.36	163.88	86.36			
151-300 Feet	165.01	86.36	86.36	86.36	93.60	170.66	165.01	170.66	86.36	86.36	86.36	135.62	93.60	86.36	165.01	135.62	86.36	86.36	86.36	93.60	190.38	162.74	86.36	162.74	86.36			
Over 200 Pulls																												
0-150 Feet	153.70	83.72	83.72	83.72	89.67	153.70	153.70	153.70	83.72	83.72	83.72	128.84	89.67	83.72	153.70	128.84	83.72	83.72	83.72	89.67	171.46	146.47	83.72	146.47	83.72			
151-300 Feet	165.01	83.72	83.72	83.72	89.67	165.01	165.01	165.01	83.72	83.72	83.72	128.84	89.67	83.72	165.01	128.84	83.72	83.72	83.72	89.67	184.07	146.47	83.72	146.47	83.72			
<b>Fiber Optic Cable - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>																												
0-10 Pulls																												
0-150 Feet	262.20	95.60	95.60	95.60	115.91	262.20	262.20	262.20	95.60	95.60	95.60	176.31	115.91	95.60	262.20	176.31	95.60	95.60	95.60	115.91	262.20	181.96	95.60	181.96	95.60			
151-300 Feet	285.93	95.60	95.60	95.60	115.91	285.93	285.93	285.93	95.60	95.60	95.60	176.31	115.91	95.60	285.93	176.31	95.60	95.60	95.60	115.91	285.93	195.52	95.60	195.52	95.60			
11-50 Pulls																												
0-150 Feet	253.16	90.32	90.32	90.32	105.41	253.16	253.16	253.16	90.32	90.32	90.32	158.22	105.41	90.32	253.16	158.22	90.32	90.32	90.32	105.41	253.16	158.22	90.32	158.22	90.32			
151-300 Feet	276.89	90.32	90.32	90.32	105.41	276.89	276.89	276.89	90.32	90.32	90.32	169.53	105.41	90.32	276.89	169.53	90.32	90.32	90.32	105.41	276.89	171.79	90.32	171.79	90.32			
51-100 Pulls																												
0-150 Feet	212.47	87.68	87.68	87.68	100.16	212.47	212.47	212.47	87.68	87.68	87.68	149.18	100.16	87.68	212.47	149.18	87.68	87.68	87.68	100.16	212.47	149.18	87.68	149.18	87.68			
151-300 Feet	237.34	87.68	87.68	87.68	100.16	237.34	237.34	237.34	87.68	87.68	87.68	153.25	100.16	87.68	237.34	153.25	87.68	87.68	87.68	100.16	237.34	155.96	87.68	155.96	87.68			
101-200 Pulls																												
0-150 Feet	120.70	86.36	86.36	86.36	96.23	200.04	120.70	200.04	86.36	86.36	86.36	135.62	96.23	86.36	120.70	135.62	86.36	86.36	86.36	96.23	200.04	141.27	86.36	141.27	86.36			
151-300 Feet	223.77	86.36	86.36	86.36	96.23	223.77	223.77	223.77	86.36	86.36	86.36	135.62	96.23	86.36	223.77	135.62	86.36	86.36	86.36	96.23	223.77	148.05	86.36	148.05	86.36			
Over 200 Pulls																												
0-150 Feet	117.99	85.04	85.04	85.04	92.29	200.04	117.99	200.04	85.04	85.04	85.04	128.84	92.29	85.04	117.99	128.84	85.04	85.04	85.04	92.29	200.04	141.27	85.04	141.27	85.04			
151-300 Feet	117.99	85.04	85.04	85.04	92.29	223.77	117.99	223.77	85.04	85.04	85.04	128.84	92.29	85.04	117.99	128.84	85.04	85.04	85.04	92.29	223.77	146.47	85.04	146.47	85.04			
<b>Coax Cable for Video Distribution (CATV, CCTV (surveillance), satellite (DSS, VSAT)) - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>																												
0-10 Pulls																												
0-150 Feet	172.92	81.08	81.08	81.08	105.41	278.02	172.92	278.02	81.08	81.08	81.08	136.75	105.41	81.08	172.92	136.75	81.08	81.08	81.08	105.41	278.02	131.10	81.08	131.10	81.08			
151-300 Feet	185.35	81.08	81.08	81.08	105.41	294.98	185.35	294.98	81.08	81.08	81.08	139.01	105.41	81.08	185.35	139.01	81.08	81.08	81.08	105.41	294.98	134.49	81.08	134.49	81.08			
11-50 Pulls																												
0-150 Feet	160.48	78.44	78.44	78.44	92.29	250.90	160.48	250.90	78.44	78.44	78.44	128.84	92.29	78.44	160.48	128.84	78.44	78.44	78.44	92.29	250.90	124.32	78.44	124.32	78.44			
151-300 Feet	170.66	78.44	78.44	78.44	92.29	264.46	170.66	264.46	78.44	78.44	78.44	136.75	92.29	78.44	170.66	136.75	78.44	78.44	78.44	92.29	264.46	136.75	78.44	136.75	78.44			
51-100 Pulls																												
0-150 Feet	109.63	77.12	77.12	77.12	88.35	115.28	109.63	115.28	77.12	77.12	77.12	123.19	88.35	77.12	109.63	123.19	77.12	77.12	77.12	88.35	115.28	115.28	77.12	115.28	77.12			
151-300 Feet	115.28	77.12	77.12	77.12	88.35	122.06	115.28	122.06	77.12	77.12	77.12	126.58	88.35	77.12	115.28	126.58	77.12	77.12	77.12	88.35	122.06	122.06	77.12	122.06	77.12			
101-200 Pulls																												
0-150 Feet	96.06	75.80	75.80	75.80	85.73	105.26	96.06	105.26	75.80	75.80	75.80	99.46	85.73	75.80	96.06	99.46	75.80	75.80	75.80	85.73	105.26	105.26	75.80	105.26	75.80			
151-300 Feet	107.14	75.80	75.80	75.80	85.73	114.15	107.14	114.15	75.80	75.80	75.80	114.15	85.73	75.80	107.14	114.15	75.80	75.80	75.80	85.73	114.15	114.15	75.80	114.15	75.80			
Over 200 Pulls																												
0-150 Feet	97.31	74.48	74.48	74.48	81.79	97.31	97.31	97.31	74.48	74.48	74.48	94.93	81.79	74.48	97.31	94.93	74.48	74.48	74.48	81.79	97.31	100.59	74.48	100.59	74.48			
151-300 Feet	104.43	74.48	74.48	74.48	81.79	108.50	104.43	108.50	74.48	74.48	74.48	99.46	81.79	74.48	104.43	99.46	74.48	74.48	74.48	81.79	108.50							

**Appendix C Pricing Index**  
**INX, LLC a Presidio Company DIR-SDD-1915**  
**Cabling Services (per pull) - Labor Only Price Sheet Non Standard Labor Price**

The cost per cable pull represents all materials including cable, electrical boxes, color coded inserts, jacks, patch panels, 66M150 blocks equipped with 89B brackets and/or 110 blocks, wall plates, patch cords, all devices as needed for proper hanging and molding as required. In addition the cost per cable pull represents all labor including fishing walls, running cable through modular furniture, terminating, testing, labeling, and providing certification reports, as-built floor plans, and warranty information. Pricing includes all costs, including conveyances, necessary to complete the project.

Cabling Services (price per pull)	Zone 1						Zone 2			Zone 3			Zone 4									Zone 5			
	District 13	District 14	District 15	District 16	District 21	District 22	District 06	District 07	District 24	District 04	District 05	District 25	District 01	District 02	District 03	District 08	District 09	District 10	District 18	District 19	District 23	District 11	District 12	District 17	District 20
<b>Cat 5 cable - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>																									
0-10 Pulls																									
0-150 Feet	259.37	152.58	152.58	152.58	196.65	417.03	259.37	417.03	152.58	152.58	152.58	205.13	196.65	152.58	259.37	205.13	152.58	152.58	152.58	196.65	417.03	196.65	152.58	196.65	152.58
151-300 Feet	266.94	152.58	152.58	152.58	198.35	442.46	266.94	442.46	152.58	152.58	152.58	208.52	198.35	152.58	266.94	208.52	152.58	152.58	152.58	198.35	442.46	201.74	152.58	201.74	152.58
11-50 Pulls																									
0-150 Feet	240.73	147.50	147.50	147.50	172.92	376.35	240.73	376.35	147.50	147.50	147.50	193.26	172.92	147.50	240.73	193.26	147.50	147.50	147.50	172.92	376.35	186.48	147.50	186.48	147.50
151-300 Feet	255.98	147.50	147.50	147.50	172.92	396.69	255.98	396.69	147.50	147.50	147.50	205.13	172.92	147.50	255.98	205.13	147.50	147.50	147.50	172.92	396.69	205.13	147.50	205.13	147.50
51-100 Pulls																									
0-150 Feet	164.44	144.95	144.95	144.95	165.29	172.92	164.44	172.92	144.95	144.95	144.95	184.78	165.29	144.95	164.44	184.78	144.95	144.95	144.95	165.29	172.92	172.92	144.95	172.92	144.95
151-300 Feet	183.09	144.95	144.95	144.95	165.29	183.09	183.09	183.09	144.95	144.95	144.95	189.87	165.29	144.95	183.09	189.87	144.95	144.95	144.95	165.29	183.09	183.09	144.95	183.09	144.95
101-200 Pulls																									
0-150 Feet	144.10	142.41	142.41	142.41	160.20	161.05	144.10	161.05	142.41	142.41	142.41	149.18	160.20	142.41	144.10	149.18	142.41	142.41	142.41	160.20	161.05	161.05	142.41	161.05	142.41
151-300 Feet	162.74	142.41	142.41	142.41	160.20	171.22	162.74	171.22	142.41	142.41	142.41	171.22	160.20	142.41	162.74	171.22	142.41	142.41	142.41	160.20	171.22	171.22	142.41	171.22	142.41
Over 200 Pulls																									
0-150 Feet	145.79	139.87	139.87	139.87	150.88	145.79	145.79	145.79	139.87	139.87	139.87	142.40	150.88	139.87	145.79	142.40	139.87	139.87	139.87	150.88	145.79	150.88	139.87	150.88	139.87
151-300 Feet	162.74	139.87	139.87	139.87	152.57	162.74	162.74	162.74	139.87	139.87	139.87	149.18	152.57	139.87	162.74	149.18	139.87	139.87	139.87	152.57	162.74	161.05	139.87	161.05	139.87
<b>Cat 5e cable - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>																									
0-10 Pulls																									
0-150 Feet	259.37	152.58	152.58	152.58	196.65	417.03	259.37	417.03	152.58	152.58	152.58	205.13	196.65	152.58	259.37	205.13	152.58	152.58	152.58	196.65	417.03	196.65	152.58	196.65	152.58
151-300 Feet	266.94	152.58	152.58	152.58	198.35	442.46	266.94	442.46	152.58	152.58	152.58	208.52	198.35	152.58	266.94	208.52	152.58	152.58	152.58	198.35	442.46	201.74	152.58	201.74	152.58
11-50 Pulls																									
0-150 Feet	240.73	147.50	147.50	147.50	172.92	376.35	240.73	376.35	147.50	147.50	147.50	193.26	172.92	147.50	240.73	193.26	147.50	147.50	147.50	172.92	376.35	186.48	147.50	186.48	147.50
151-300 Feet	255.98	147.50	147.50	147.50	172.92	396.69	255.98	396.69	147.50	147.50	147.50	205.13	172.92	147.50	255.98	205.13	147.50	147.50	147.50	172.92	396.69	205.13	147.50	205.13	147.50
51-100 Pulls																									
0-150 Feet	164.44	144.95	144.95	144.95	165.29	172.92	164.44	172.92	144.95	144.95	144.95	184.78	165.29	144.95	164.44	184.78	144.95	144.95	144.95	165.29	172.92	172.92	144.95	172.92	144.95
151-300 Feet	183.09	144.95	144.95	144.95	165.29	183.09	183.09	183.09	144.95	144.95	144.95	189.87	165.29	144.95	183.09	189.87	144.95	144.95	144.95	165.29	183.09	183.09	144.95	183.09	144.95
101-200 Pulls																									
0-150 Feet	144.10	142.41	142.41	142.41	160.20	161.05	144.10	161.05	142.41	142.41	142.41	149.18	160.20	142.41	144.10	149.18	142.41	142.41	142.41	160.20	161.05	161.05	142.41	161.05	142.41
151-300 Feet	162.74	142.41	142.41	142.41	160.20	171.22	162.74	171.22	142.41	142.41	142.41	171.22	160.20	142.41	162.74	171.22	142.41	142.41	142.41	160.20	171.22	171.22	142.41	171.22	142.41
Over 200 Pulls																									
0-150 Feet	145.79	139.87	139.87	139.87	150.88	145.79	145.79	145.79	139.87	139.87	139.87	142.40	150.88	139.87	145.79	142.40	139.87	139.87	139.87	150.88	145.79	150.88	139.87	150.88	139.87
151-300 Feet	162.74	139.87	139.87	139.87	152.57	162.74	162.74	162.74	139.87	139.87	139.87	149.18	152.57	139.87	162.74	149.18	139.87	139.87	139.87	152.57	162.74	161.05	139.87	161.05	139.87
<b>Cat 6 cable - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>																									
0-10 Pulls																									
0-150 Feet	259.37	155.13	155.13	155.13	196.65	417.03	259.37	417.03	155.13	155.13	155.13	205.13	196.65	155.13	259.37	205.13	155.13	155.13	155.13	196.65	417.03	196.65	155.13	196.65	155.13
151-300 Feet	266.94	155.13	155.13	155.13	198.35	442.46	266.94	442.46	155.13	155.13	155.13	208.52	198.35	155.13	266.94	208.52	155.13	155.13	155.13	198.35	442.46	201.74	155.13	201.74	155.13
11-50 Pulls																									
0-150 Feet	240.73	152.58	152.58	152.58	172.92	376.35	240.73	376.35	152.58	152.58	152.58	193.26	172.92	152.58	240.73	193.26	152.58	152.58	152.58	172.92	376.35	186.48	152.58	186.48	152.58
151-300 Feet	255.98	152.58	152.58	152.58	172.92	396.69	255.98	396.69	152.58	152.58	152.58	205.13	172.92	152.58	255.98	205.13	152.58	152.58	152.58	172.92	396.69	205.13	152.58	205.13	152.58
51-100 Pulls																									
0-150 Feet	164.44	147.50	147.50	147.50	165.29	172.92	164.44	172.92	147.50	147.50	147.50	184.78	165.29	147.50	164.44	184.78	147.50	147.50	147.50	165.29	172.92	172.92	147.50	172.92	147.50
151-300 Feet	183.09	147.50	147.50	147.50	165.29	183.09	183.09	183.09	147.50	147.50	147.50	189.87	165.29	147.50	183.09	189.87	147.50	147.50	147.50	165.29	183.09	183.09	147.50	183.09	147.50
101-200 Pulls																									
0-150 Feet	144.10	144.95	144.95	144.95	160.20	161.05	144.10	161.05	144.95	144.95	144.95	149.18	160.20	144.95	144.10	149.18	144.95	144.95	144.95	160.20	161.05	161.05	144.95	161.05	144.95
151-300 Feet	162.74	144.95	144.95	144.95	160.20	171.22	162.74	171.22	144.95	144.95	144.95	171.22	160.20	144.95	162.74	171.22	144.95	144.95	144.95	160.20	171.22	171.22	144.95	171.22	144.95
Over 200 Pulls																									
0-150 Feet	145.79	139.87	139.87	139.87	150.88	145.79	145.79	145.79	139.87	139.87	139.87	142.40	150.88	139.87	145.79	142.40	139.87	139.87	139.87	150.88	145.79	150.88	139.87	150.88	139.87
151-300 Feet	162.74	139.87	139.87	139.87	152.57	162.74	162.74	162.74	139.87	139.87	139.87	149.18	152.57	139.87	162.74	149.18	139.87	139.87	139.87	152.57	162.74	161.05	139.87	161.05	139.87
<b>Cat 6e cable - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>																									
0-10 Pulls																									
0-150 Feet	259.37	155.13	155.13	155.13	196.65	417.03	259.37	417.03	155.13	155.13	155.13	205.13	196.65	155.13	259.37	205.13	155.13	155.13	155.13	196.65	417.03	196.65	155.13	196.65	155.13
151-300 Feet	278.02	155.13	155.13	155.13	201.74	442.46	278.02	442.46	155.13	155.13	155.13	208.52	201.74	155.13	278.02	208.52	155.13	155.13	155.13	201.74	442.46	201.74	155.13	201.74	155.13

**Appendix C Pricing Index**  
**INX, LLC a Presidio Company DIR-SDD-1915**  
**Cabling Services (per pull) - Labor Only Price Sheet Non Standard Labor Price**

The cost per cable pull represents all materials including cable, electrical boxes, color coded inserts, jacks, patch panels, 66M150 blocks equipped with 89B brackets and/or 110 blocks, wall plates, patch cords, all devices as needed for proper hanging and molding as required. In addition the cost per cable pull represents all labor including fishing walls, running cable through modular furniture, terminating, testing, labeling, and providing certification reports, as-built floor plans, and warranty information. Pricing includes all costs, including conveyances, necessary to complete the project.

Cabling Services (price per pull)	Zone 1						Zone 2			Zone 3			Zone 4									Zone 5					
	District 13	District 14	District 15	District 16	District 21	District 22	District 06	District 07	District 24	District 04	District 05	District 25	District 01	District 02	District 03	District 08	District 09	District 10	District 18	District 19	District 23	District 11	District 12	District 17	District 20		
151-300 Feet	162.74	144.95	144.95	144.95	165.29	171.22	162.74	171.22	144.95	144.95	144.95	171.22	165.29	144.95	162.74	171.22	144.95	144.95	144.95	165.29	171.22	171.22	144.95	171.22	144.95		
Over 200 Pulls																											
0-150 Feet	145.79	139.87	139.87	139.87	150.88	145.79	145.79	145.79	139.87	139.87	139.87	142.40	150.88	139.87	145.79	142.40	139.87	139.87	139.87	150.88	145.79	150.88	139.87	150.88	139.87		
151-300 Feet	162.74	139.87	139.87	139.87	157.66	162.74	162.74	162.74	139.87	139.87	139.87	149.18	157.66	139.87	162.74	149.18	139.87	139.87	139.87	157.66	162.74	161.05	139.87	161.05	139.87		
<b>Cat 6a cable - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>																											
0-10 Pulls																											
0-150 Feet	344.14	172.93	172.93	172.93	211.06	501.80	344.14	501.80	172.93	172.93	172.93	289.89	211.06	172.93	344.14	289.89	172.93	172.93	172.93	211.06	501.80	281.41	172.93	281.41	172.93		
151-300 Feet	362.79	172.93	172.93	172.93	211.06	527.23	362.79	527.23	172.93	172.93	172.93	293.28	211.06	172.93	362.79	293.28	172.93	172.93	172.93	211.06	527.23	286.50	172.93	286.50	172.93		
11-50 Pulls																											
0-150 Feet	325.49	170.38	170.38	170.38	190.72	461.11	325.49	461.11	170.38	170.38	170.38	278.02	190.72	170.38	325.49	278.02	170.38	170.38	170.38	190.72	461.11	271.24	170.38	271.24	170.38		
151-300 Feet	340.75	170.38	170.38	170.38	190.72	481.45	340.75	481.45	170.38	170.38	170.38	289.89	190.72	170.38	340.75	289.89	170.38	170.38	170.38	190.72	481.45	289.89	170.38	289.89	170.38		
51-100 Pulls																											
0-150 Feet	249.20	165.30	165.30	165.30	183.09	257.68	249.20	257.68	165.30	165.30	165.30	269.55	183.09	165.30	249.20	269.55	165.30	165.30	165.30	183.09	257.68	257.68	165.30	257.68	165.30		
151-300 Feet	267.85	165.30	165.30	165.30	183.09	267.85	267.85	267.85	165.30	165.30	165.30	274.63	183.09	165.30	267.85	274.63	165.30	165.30	165.30	183.09	267.85	267.85	165.30	267.85	165.30		
101-200 Pulls																											
0-150 Feet	228.86	162.76	162.76	162.76	175.46	245.81	228.86	245.81	162.76	162.76	162.76	233.95	175.46	162.76	228.86	233.95	162.76	162.76	162.76	175.46	245.81	245.81	162.76	245.81	162.76		
151-300 Feet	247.51	162.76	162.76	162.76	175.46	255.98	247.51	255.98	162.76	162.76	162.76	249.20	175.46	162.76	247.51	249.20	162.76	162.76	162.76	175.46	255.98	255.98	162.76	255.98	162.76		
Over 200 Pulls																											
0-150 Feet	230.56	157.67	157.67	157.67	167.83	230.56	230.56	230.56	157.67	157.67	157.67	227.16	167.83	157.67	230.56	227.16	157.67	157.67	157.67	167.83	230.56	235.64	157.67	235.64	157.67		
151-300 Feet	247.44	157.67	157.67	157.67	167.83	247.51	247.44	247.51	157.67	157.67	157.67	233.95	167.83	157.67	247.44	233.95	157.67	157.67	157.67	167.83	247.51	245.81	157.67	245.81	157.67		
<b>Fiber Optic Cable - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>																											
0-10 Pulls																											
0-150 Feet	393.30	180.56	180.56	180.56	218.69	393.30	393.30	393.30	180.56	180.56	180.56	272.94	218.69	180.56	393.30	272.94	180.56	180.56	180.56	218.69	393.30	272.94	180.56	272.94	180.56		
151-300 Feet	401.78	180.56	180.56	180.56	218.69	428.90	401.78	428.90	180.56	180.56	180.56	293.28	218.69	180.56	401.78	293.28	180.56	180.56	180.56	218.69	428.90	293.28	180.56	293.28	180.56		
11-50 Pulls																											
0-150 Feet	376.35	170.38	170.38	170.38	198.35	379.88	376.35	379.88	170.38	170.38	170.38	237.34	198.35	170.38	376.35	237.34	170.38	170.38	170.38	198.35	379.88	237.34	170.38	237.34	170.38		
151-300 Feet	376.35	170.38	170.38	170.38	198.35	415.34	376.35	415.34	170.38	170.38	170.38	257.68	198.35	170.38	376.35	257.68	170.38	170.38	170.38	198.35	415.34	257.68	170.38	257.68	170.38		
51-100 Pulls																											
0-150 Feet	318.71	165.30	165.30	165.30	188.17	318.71	318.71	318.71	165.30	165.30	165.30	223.33	188.17	165.30	318.71	223.33	165.30	165.30	165.30	188.17	318.71	223.33	165.30	223.33	165.30		
151-300 Feet	350.92	165.30	165.30	165.30	188.17	356.00	350.92	356.00	165.30	165.30	165.30	233.95	188.17	165.30	350.92	233.95	165.30	165.30	165.30	188.17	356.00	233.95	165.30	233.95	165.30		
101-200 Pulls																											
0-150 Feet	300.06	162.76	162.76	162.76	180.55	300.06	300.06	300.06	162.76	162.76	162.76	211.91	180.55	162.76	300.06	211.91	162.76	162.76	162.76	180.55	300.06	211.91	162.76	211.91	162.76		
151-300 Feet	312.78	162.76	162.76	162.76	180.55	335.66	312.78	335.66	162.76	162.76	162.76	222.08	180.55	162.76	312.78	222.08	162.76	162.76	162.76	180.55	335.66	222.08	162.76	222.08	162.76		
Over 200 Pulls																											
0-150 Feet	300.06	160.21	160.21	160.21	172.92	300.06	300.06	300.06	160.21	160.21	160.21	211.91	172.92	160.21	300.06	211.91	160.21	160.21	160.21	172.92	300.06	211.91	160.21	211.91	160.21		
151-300 Feet	300.06	160.21	160.21	160.21	172.92	335.66	300.06	335.66	160.21	160.21	160.21	222.08	172.92	160.21	300.06	222.08	160.21	160.21	160.21	172.92	335.66	222.08	160.21	222.08	160.21		
<b>Coax Cable for Video Distribution (CATV, CCTV (surveillance), satellite (DSS, VSAT)) - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>																											
0-10 Pulls																											
0-150 Feet	259.37	152.58	152.58	152.58	196.65	417.03	259.37	417.03	152.58	152.58	152.58	205.13	196.65	152.58	259.37	205.13	152.58	152.58	152.58	196.65	417.03	196.65	152.58	196.65	152.58		
151-300 Feet	266.94	152.58	152.58	152.58	198.35	442.46	266.94	442.46	152.58	152.58	152.58	208.52	198.35	152.58	266.94	208.52	152.58	152.58	152.58	198.35	442.46	201.74	152.58	201.74	152.58		
11-50 Pulls																											
0-150 Feet	240.73	147.50	147.50	147.50	172.92	376.35	240.73	376.35	147.50	147.50	147.50	193.26	172.92	147.50	240.73	193.26	147.50	147.50	147.50	172.92	376.35	186.48	147.50	186.48	147.50		
151-300 Feet	255.98	147.50	147.50	147.50	172.92	396.69	255.98	396.69	147.50	147.50	147.50	205.13	172.92	147.50	255.98	205.13	147.50	147.50	147.50	172.92	396.69	205.13	147.50	205.13	147.50		
51-100 Pulls																											
0-150 Feet	164.44	144.95	144.95	144.95	165.29	172.92	164.44	172.92	144.95	144.95	144.95	184.78	165.29	144.95	164.44	184.78	144.95	144.95	144.95	165.29	172.92	172.92	144.95	172.92	144.95		
151-300 Feet	183.09	144.95	144.95	144.95	165.29	183.09	183.09	183.09	144.95	144.95	144.95	189.87	165.29	144.95	183.09	189.87	144.95	144.95	144.95	165.29	183.09	183.09	144.95	183.09	144.95		
101-200 Pulls																											
0-150 Feet	144.10	142.41	142.41	142.41	160.20	161.05	144.10	161.05	142.41	142.41	142.41	149.18	160.20	142.41	144.10	149.18	142.41	142.41	142.41	160.20	161.05	161.05	142.41	161.05	142.41		
151-300 Feet	162.74	142.41	142.41	142.41	160.20	171.22	162.74	171.22	142.41	142.41	142.41	171.22	160.20	142.41	162.74	171.22	142.41	142.41	142.41	160.20	171.22	171.22	142.41	171.22	142.41		
Over 200 Pulls																											
0-150 Feet	145.79	139.87	139.87	139.87	150.88	145.79	145.79	145.79	139.87	139.87	139.87	142.40	150.88	139.87	145.79	142.40	139.87	139.87	139.87	150.88	145.79	150.88	139.87	150.88	139.87		

**Appendix C Pricing Index**  
**INX, LLC a Presidio Company DIR-SDD-1915**  
**Cabling Services (per pull) - Labor & Materials Price Sheet Standard Price**

The cost per cable pull represents all materials including cable, electrical boxes, color coded inserts, jacks, patch panels, 66M150 blocks equipped with 89B brackets and/or 110 blocks, wall plates, patch cords, all devices as needed for proper hanging and molding as required. In addition the cost per cable pull represents all labor including fishing walls, running cable through modular furniture, terminating, testing, labeling, and providing certification reports, as-built floor plans, and warranty information. Pricing includes all costs, including conveyances, necessary to complete the project.

Cabling Services (price per pull)	Zone 1						Zone 2			Zone 3			Zone 4							Zone 5					
	District 13	District 14	District 15	District 16	District 21	District 22	District 06	District 07	District 24	District 04	District 05	District 25	District 01	District 02	District 03	District 08	District 09	District 10	District 18	District 19	District 23	District 11	District 12	District 17	District 21
<b>Cat 5 cable - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>																									
0-10 Pulls																									
0-150 Feet	301.19	261.47	261.47	261.47	259.37	406.30	301.19	406.30	261.47	261.47	261.47	265.03	259.37	261.47	301.19	265.03	261.47	261.47	261.47	259.37	406.30	259.37	261.47	259.37	261.47
151-300 Feet	334.19	289.80	289.80	289.80	283.33	443.81	334.19	443.81	289.80	289.80	289.80	287.85	283.33	289.80	334.19	287.85	289.80	289.80	289.80	283.33	443.81	283.33	289.80	283.33	289.80
11-50 Pulls																									
0-150 Feet	277.57	229.16	229.16	229.16	226.78	367.98	277.57	367.98	229.16	229.16	229.16	245.92	226.78	229.16	277.57	245.92	229.16	229.16	229.16	226.78	367.98	243.62	229.16	243.62	229.16
151-300 Feet	303.67	259.96	259.96	259.96	257.59	397.48	303.67	397.48	259.96	259.96	259.96	269.77	257.59	259.96	303.67	269.77	259.96	259.96	259.96	257.59	397.48	271.98	259.96	271.98	259.96
51-100 Pulls																									
0-150 Feet	225.07	217.76	217.76	217.76	205.89	230.72	225.07	230.72	217.76	217.76	217.76	224.88	205.89	217.76	225.07	224.88	217.76	217.76	217.76	205.89	230.72	232.94	217.76	232.94	217.76
151-300 Feet	252.88	248.16	248.16	248.16	236.29	252.88	252.88	252.88	248.16	248.16	248.16	255.28	236.29	248.16	252.88	255.28	248.16	248.16	248.16	236.29	252.88	252.88	248.16	252.88	248.16
101-200 Pulls																									
0-150 Feet	210.16	208.68	208.68	208.68	196.81	221.46	210.16	221.46	208.68	208.68	208.68	207.66	196.81	208.68	210.16	207.66	208.68	208.68	208.68	196.81	221.46	221.46	208.68	221.46	208.68
151-300 Feet	236.83	236.26	236.26	236.26	224.39	242.48	236.83	242.48	236.26	236.26	236.26	235.24	224.39	236.26	236.83	235.24	236.26	236.26	236.26	224.39	242.48	242.48	236.26	242.48	236.26
Over 200 Pulls																									
0-150 Feet	209.94	199.30	199.30	199.30	187.43	207.67	209.94	207.67	199.30	199.30	199.30	200.99	187.43	199.30	209.94	200.99	199.30	199.30	199.30	187.43	207.67	213.33	199.30	213.33	199.30
151-300 Feet	235.30	226.96	226.96	226.96	215.09	235.30	235.30	235.30	226.96	226.96	226.96	226.26	215.09	226.96	235.30	226.26	226.96	226.96	226.96	215.09	235.30	234.17	226.96	234.17	226.96
<b>Cat 5e cable - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>																									
0-10 Pulls																									
0-150 Feet	301.19	261.47	261.47	261.47	259.37	406.30	301.19	406.30	261.47	261.47	261.47	265.03	259.37	261.47	301.19	265.03	261.47	261.47	261.47	259.37	406.30	259.37	261.47	259.37	261.47
151-300 Feet	334.19	289.80	289.80	289.80	283.33	443.81	334.19	443.81	289.80	289.80	289.80	287.85	283.33	289.80	334.19	287.85	289.80	289.80	289.80	283.33	443.81	283.33	289.80	283.33	289.80
11-50 Pulls																									
0-150 Feet	277.57	229.16	229.16	229.16	226.78	367.98	277.57	367.98	229.16	229.16	229.16	245.92	226.78	229.16	277.57	245.92	229.16	229.16	229.16	226.78	367.98	243.62	229.16	243.62	229.16
151-300 Feet	303.67	259.96	259.96	259.96	257.59	397.48	303.67	397.48	259.96	259.96	259.96	269.77	257.59	259.96	303.67	269.77	259.96	259.96	259.96	257.59	397.48	271.98	259.96	271.98	259.96
51-100 Pulls																									
0-150 Feet	225.07	217.76	217.76	217.76	205.89	230.72	225.07	230.72	217.76	217.76	217.76	238.63	205.89	217.76	225.07	238.63	217.76	217.76	217.76	205.89	230.72	232.94	217.76	232.94	217.76
151-300 Feet	252.88	248.16	248.16	248.16	236.29	252.88	252.88	252.88	248.16	248.16	248.16	255.28	236.29	248.16	252.88	255.28	248.16	248.16	248.16	236.29	252.88	252.88	248.16	252.88	248.16
101-200 Pulls																									
0-150 Feet	210.16	208.68	208.68	208.68	196.81	221.46	210.16	221.46	208.68	208.68	208.68	207.66	196.81	208.68	210.16	207.66	208.68	208.68	208.68	196.81	221.46	221.46	208.68	221.46	208.68
151-300 Feet	236.83	236.26	236.26	236.26	224.39	242.48	236.83	242.48	236.26	236.26	236.26	235.24	224.39	236.26	236.83	235.24	236.26	236.26	236.26	224.39	242.48	242.48	236.26	242.48	236.26
Over 200 Pulls																									
0-150 Feet	209.94	199.30	199.30	199.30	187.43	207.67	209.94	207.67	199.30	199.30	199.30	200.99	187.43	199.30	209.94	200.99	199.30	199.30	199.30	187.43	207.67	213.33	199.30	213.33	199.30
151-300 Feet	235.30	226.96	226.96	226.96	215.09	235.30	235.30	235.30	226.96	226.96	226.96	226.26	215.09	226.96	235.30	226.26	226.96	226.96	226.96	215.09	235.30	234.17	226.96	234.17	226.96
<b>Cat 6 cable - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>																									
0-10 Pulls																									
0-150 Feet	334.31	330.20	330.20	330.20	292.49	439.42	334.31	439.42	330.20	330.20	330.20	298.14	292.49	330.20	334.31	298.14	330.20	330.20	330.20	292.49	439.42	292.49	330.20	292.49	330.20
151-300 Feet	385.17	385.17	385.17	385.17	334.31	494.79	385.17	494.79	385.17	385.17	385.17	338.83	334.31	385.17	385.17	338.83	385.17	385.17	385.17	334.31	494.79	334.31	385.17	334.31	385.17
11-50 Pulls																									
0-150 Feet	310.07	300.36	300.36	300.36	273.90	400.48	310.07	400.48	300.36	300.36	300.36	278.42	273.90	300.36	310.07	278.42	300.36	300.36	300.36	273.90	400.48	273.90	300.36	273.90	300.36
151-300 Feet	347.93	347.93	347.93	347.93	314.02	441.73	347.93	441.73	347.93	347.93	347.93	314.02	314.02	347.93	347.93	314.02	347.93	347.93	347.93	314.02	441.73	314.02	347.93	314.02	347.93
51-100 Pulls																									
0-150 Feet	256.60	256.60	256.60	256.60	262.26	262.26	256.60	262.26	256.60	256.60	256.60	270.17	262.26	256.60	256.60	270.17	256.60	256.60	256.60	262.26	262.26	262.26	256.60	262.26	256.60
151-300 Feet	295.48	295.48	295.48	295.48	295.48	295.48	295.48	295.48	295.48	295.48	295.48	300.01	295.48	295.48	295.48	300.01	295.48	295.48	295.48	295.48	295.48	295.48	295.48	295.48	295.48
101-200 Pulls																									
0-150 Feet	240.85	240.85	240.85	240.85	252.14	244.38	240.85	244.38	240.85	240.85	240.85	244.23	252.14	240.85	240.85	244.23	240.85	240.85	240.85	252.14	244.38	252.14	240.85	252.14	240.85
151-300 Feet	278.58	278.58	278.58	278.58	284.24	284.24	278.58	284.24	278.58	278.58	278.58	284.24	284.24	278.58	278.58	284.24	278.58	278.58	278.58	284.24	284.24	284.24	278.58	284.24	278.58
Over 200 Pulls																									
0-150 Feet	239.76	239.76	239.76	239.76	243.15	237.55	239.76	237.55	239.76	239.76	239.76	237.50	243.15	239.76	239.76	237.50	239.76	239.76	239.76	243.15	237.55	243.15	239.76	243.15	239.76
151-300 Feet	276.22	276.22	276.22	276.22	275.09	276.22	276.22	276.22	276.22	276.22	276.22	267.18	275.09	276.22	276.22	267.18	276.22	276.22	276.22	275.09	276.22	275.09	276.22	275.09	276.22
<b>Cat 6e cable - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>																									
0-10 Pulls																									
0-150 Feet	345.83	343.32	343.32	343.32	304.02	450.94	345.83	450.94	343.32	343.32	343.32	309.67	304.02	343.32	345.83	309.67	343.32	343.32	343.32	304.02	450.94	304.02	343.32	304.02	343.32
151-300 Feet	405.68	380.39	380.39	380.39	354.82	515.30	405.68	515.30	380.39	380.39	380.39	359.34	354.82	380.39	405.68	359.34	380.39	380.39	380.39	354.82	515.30	354.82	380.39	354.82	

**Appendix C Pricing Index**  
**INX, LLC a Presidio Company DIR-SDD-1915**  
**Cabling Services (per pull) - Labor & Materials Price Sheet Standard Price**

The cost per cable pull represents all materials including cable, electrical boxes, color coded inserts, jacks, patch panels, 66M150 blocks equipped with 89B brackets and/or 110 blocks, wall plates, patch cords, all devices as needed for proper hanging and molding as required. In addition the cost per cable pull represents all labor including fishing walls, running cable through modular furniture, terminating, testing, labeling, and providing certification reports, as-built floor plans, and warranty information. Pricing includes all costs, including conveyances, necessary to complete the project.

Cabling Services (price per pull)	Zone 1						Zone 2			Zone 3			Zone 4						Zone 5								
	District 13	District 14	District 15	District 16	District 21	District 22	District 06	District 07	District 24	District 04	District 05	District 25	District 01	District 02	District 03	District 08	District 09	District 10	District 18	District 19	District 23	District 11	District 12	District 17	District 21		
0-150 Feet	255.14	255.14	255.14	255.14	258.53	255.14	255.14	255.14	255.14	255.14	255.14	252.88	258.53	255.14	255.14	252.88	255.14	255.14	255.14	258.53	255.14	258.53	255.14	258.53	255.14		
151-300 Feet	299.27	299.27	299.27	299.27	298.14	300.38	299.27	300.38	299.27	299.27	299.27	290.23	298.14	299.27	299.27	290.23	299.27	299.27	299.27	298.14	300.38	298.14	299.27	298.14	299.27		
<b>Cat 6a cable - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>																											
0-10 Pulls																											
0-150 Feet	471.50	416.39	416.39	416.39	429.69	576.61	471.50	576.61	416.39	416.39	416.39	435.34	429.69	416.39	471.50	435.34	416.39	416.39	416.39	429.69	576.61	429.69	416.39	429.69	416.39		
151-300 Feet	548.75	531.65	531.65	531.65	497.90	658.38	548.75	658.38	531.65	531.65	531.65	502.42	497.90	531.65	548.75	502.42	531.65	531.65	531.65	497.90	658.38	497.90	531.65	497.90	531.65		
11-50 Pulls																											
0-150 Feet	440.93	376.35	376.35	376.35	379.40	531.46	440.93	531.46	376.35	376.35	376.35	402.45	379.40	376.35	440.93	402.45	376.35	376.35	376.35	379.40	531.46	404.77	376.35	404.77	376.35		
151-300 Feet	509.71	476.36	476.36	476.36	479.42	603.51	509.71	603.51	476.36	476.36	476.36	475.80	479.42	476.36	509.71	475.80	476.36	476.36	476.36	479.42	603.51	475.80	476.36	475.80	476.36		
51-100 Pulls																											
0-150 Feet	389.80	367.58	367.58	367.58	371.99	395.45	389.80	395.45	367.58	367.58	367.58	388.27	371.99	367.58	389.80	388.27	367.58	367.58	367.58	371.99	395.45	395.45	367.58	395.45	367.58		
151-300 Feet	453.42	453.42	453.42	453.42	453.42	453.42	453.42	453.42	453.42	453.42	453.42	457.94	453.42	453.42	453.42	457.94	453.42	453.42	453.42	453.42	453.42	453.42	453.42	453.42	453.42		
101-200 Pulls																											
0-150 Feet	375.51	353.68	353.68	353.68	358.08	386.81	375.51	386.81	353.68	353.68	353.68	366.22	358.08	353.68	375.51	366.22	353.68	353.68	353.68	358.08	386.81	386.81	353.68	386.81	353.68		
151-300 Feet	434.61	434.61	434.61	434.61	440.26	440.26	434.61	440.26	434.61	434.61	434.61	440.26	440.26	434.61	434.61	440.26	434.61	434.61	434.61	440.26	440.26	440.26	434.61	440.26	434.61		
Over 200 Pulls																											
0-150 Feet	335.61	335.61	335.61	335.61	339.00	335.61	335.61	335.61	335.61	335.61	335.61	333.35	339.00	335.61	335.61	333.35	335.61	335.61	335.61	339.00	335.61	339.00	335.61	339.00	335.61		
151-300 Feet	430.32	425.22	425.22	425.22	429.19	430.32	430.32	430.32	425.22	425.22	425.22	421.28	429.19	425.22	430.32	421.28	425.22	425.22	425.22	429.19	430.32	429.19	425.22	429.19	425.22		
<b>Fiber Optic Cable - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>																											
0-10 Pulls																											
0-150 Feet	530.48	397.23	397.23	397.23	398.93	679.66	530.48	679.66	397.23	397.23	397.23	415.20	398.93	397.23	530.48	415.20	397.23	397.23	397.23	398.93	679.66	550.82	397.23	550.82	397.23		
151-300 Feet	585.63	452.38	452.38	452.38	454.08	734.81	585.63	734.81	452.38	452.38	452.38	470.35	454.08	452.38	585.63	470.35	452.38	452.38	452.38	454.08	734.81	605.97	452.38	605.97	452.38		
11-50 Pulls																											
0-150 Feet	519.03	392.56	392.56	392.56	386.12	620.75	519.03	620.75	392.56	392.56	392.56	409.18	386.12	392.56	519.03	409.18	392.56	392.56	392.56	386.12	620.75	532.59	392.56	532.59	392.56		
151-300 Feet	571.24	447.49	447.49	447.49	438.34	672.96	571.24	672.96	447.49	447.49	447.49	461.39	438.34	447.49	571.24	461.39	447.49	447.49	447.49	438.34	672.96	584.81	447.49	584.81	447.49		
51-100 Pulls																											
0-150 Feet	476.19	379.56	379.56	379.56	377.19	591.47	476.19	591.47	379.56	379.56	379.56	393.46	377.19	379.56	476.19	393.46	379.56	379.56	379.56	377.19	591.47	496.53	379.56	496.53	379.56		
151-300 Feet	528.40	439.91	439.91	439.91	429.40	643.68	528.40	643.68	439.91	439.91	439.91	445.68	429.40	439.91	528.40	445.68	439.91	439.91	439.91	429.40	643.68	548.75	439.91	548.75	439.91		
101-200 Pulls																											
0-150 Feet	446.39	370.10	370.10	370.10	367.73	575.23	446.39	575.23	370.10	370.10	370.10	375.87	367.73	370.10	446.39	375.87	370.10	370.10	370.10	367.73	575.23	473.51	370.10	473.51	370.10		
151-300 Feet	477.07	408.92	408.92	408.92	398.41	605.91	477.07	605.91	408.92	408.92	408.92	406.54	398.41	408.92	477.07	406.54	408.92	408.92	408.92	398.41	605.91	504.19	408.92	504.19	408.92		
Over 200 Pulls																											
0-150 Feet	431.98	362.47	362.47	362.47	360.10	520.13	431.98	520.13	362.47	362.47	362.47	370.95	360.10	362.47	431.98	370.95	362.47	362.47	362.47	360.10	520.13	425.20	362.47	425.20	362.47		
151-300 Feet	484.19	420.11	420.11	420.11	412.31	572.35	484.19	572.35	420.11	420.11	420.11	423.16	412.31	420.11	484.19	423.16	420.11	420.11	420.11	412.31	572.35	477.41	420.11	477.41	420.11		
<b>Coax Cable for Video Distribution (CATV, CCTV (surveillance), satellite (DSS, VSAT)) - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>																											
0-10 Pulls																											
0-150 Feet	373.50	276.55	276.55	276.55	278.24	295.39	373.50	295.39	276.55	276.55	276.55	291.81	278.24	276.55	373.50	291.81	276.55	276.55	276.55	278.24	295.39	283.17	276.55	283.17	276.55		
151-300 Feet	400.35	333.00	333.00	333.00	290.50	300.26	400.35	300.26	333.00	333.00	333.00	300.26	290.50	333.00	400.35	300.26	333.00	333.00	333.00	290.50	300.26	290.50	333.00	290.50	333.00		
11-50 Pulls																											
0-150 Feet	346.64	245.92	245.92	245.92	243.54	278.29	346.64	278.29	245.92	245.92	245.92	258.46	243.54	245.92	346.64	258.46	245.92	245.92	245.92	243.54	278.29	268.53	245.92	268.53	245.92		
151-300 Feet	368.61	308.22	308.22	308.22	295.39	295.39	368.61	295.39	308.22	308.22	308.22	295.39	295.39	308.22	368.61	295.39	308.22	308.22	308.22	295.39	295.39	295.39	308.22	295.39	308.22		
51-100 Pulls																											
0-150 Feet	236.79	236.03	236.03	236.03	224.16	266.09	236.79	266.09	236.03	236.03	236.03	243.15	224.16	236.03	236.79	243.15	236.03	236.03	236.03	224.16	266.09	249.00	236.03	249.00	236.03		
151-300 Feet	263.65	263.65	263.65	263.65	263.65	273.41	263.65	273.41	263.65	263.65	263.65	273.41	263.65	263.65	263.65	273.41	263.65	263.65	263.65	263.65	273.41	263.65	263.65	263.65	263.65		
101-200 Pulls																											
0-150 Feet	207.50	207.50	207.50	207.50	218.95	214.82	207.50	214.82	207.50	207.50	207.50	214.82	218.95	207.50	207.50	214.82	207.50	207.50	207.50	218.95	214.82	231.91	207.50	231.91	207.50		
151-300 Feet	234.36	234.36	234.36	234.36	246.55	246.55	234.36	246.55	234.36	234.36	234.36	246.55	246.55	234.36	234.36	246.55	234.36	234.36	234.36	246.55	246.55	246.55	234.36	246.55	234.36		
Over 200 Pulls																											
0-150 Feet	209.95	209.95	209.95	209.95	211.31	205.06	209.95	205.06	209.95	209.95	209.95	205.06	211.31	209.95	209.95	205.06	209.95	209.95	209.95	211.31	205.06	217.26	209.95	217.26	209.95		
151-300 Feet	234.36	234.36	234.36	234.36	231.91	214.82	234.36	214.82	234.36	234.36	234.36	214.82	231.91	234.36	234.36	214.82	234.36	234.36	234.36	231.91	214.82	231.91	234.36	231.91	234.36		

**Appendix C Pricing Index**  
**INX, LLC a Presidio Company DIR-SDD-1915**  
**Cabling Services (per pull) - Labor & Materials Price Sheet NonStandard Price**

The cost per cable pull represents all materials including cable, electrical boxes, color coded inserts, jacks, patch panels, 66M150 blocks equipped with 89B brackets and/or 110 blocks, wall plates, patch cords, all devices as needed for proper hanging and molding as required. In addition the cost per cable pull represents all labor including fishing walls, running cable through modular furniture, terminating, testing, labeling, and providing certification reports, as-built floor plans, and warranty information. Pricing includes all costs, including conveyances, necessary to complete the project.

Cabling Services (price per pull)	Zone 1						Zone 2			Zone 3			Zone 4							Zone 5					
	District 13	District 14	District 15	District 16	District 21	District 22	District 06	District 07	District 24	District 04	District 05	District 25	District 01	District 02	District 03	District 08	District 09	District 10	District 18	District 19	District 23	District 11	District 12	District 17	District 20
<b>Cat 5 cable - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>																									
0-10 Pulls																									
0-150 Feet	451.79	261.47	261.47	261.47	358.10	609.45	451.79	609.45	261.47	261.47	261.47	560.24	358.10	261.47	451.79	560.24	261.47	261.47	261.47	358.10	609.45	389.07	261.47	389.07	261.47
151-300 Feet	501.29	289.80	289.80	289.80	386.43	665.73	501.29	665.73	289.80	289.80	289.80	600.53	386.43	289.80	501.29	600.53	289.80	289.80	289.80	386.43	665.73	425.00	289.80	425.00	289.80
11-50 Pulls																									
0-150 Feet	416.36	229.16	229.16	229.16	313.41	551.98	416.36	551.98	229.16	229.16	229.16	519.97	313.41	229.16	416.36	519.97	229.16	229.16	229.16	313.41	551.98	362.11	229.16	362.11	229.16
151-300 Feet	455.52	259.96	259.96	259.96	344.22	596.22	455.52	596.22	259.96	259.96	259.96	552.92	344.22	259.96	455.52	552.92	259.96	259.96	259.96	344.22	596.22	404.66	259.96	404.66	259.96
51-100 Pulls																									
0-150 Feet	337.61	217.76	217.76	217.76	277.09	346.09	337.61	346.09	217.76	217.76	217.76	355.20	277.09	217.76	337.61	355.20	217.76	217.76	217.76	277.09	346.09	346.09	217.76	346.09	217.76
151-300 Feet	379.32	248.16	248.16	248.16	307.49	379.32	379.32	379.32	248.16	248.16	248.16	395.47	307.49	248.16	379.32	395.47	248.16	248.16	248.16	307.49	379.32	379.32	248.16	379.32	248.16
101-200 Pulls																									
0-150 Feet	315.23	208.68	208.68	208.68	262.08	332.18	315.23	332.18	208.68	208.68	208.68	311.25	262.08	208.68	315.23	311.25	208.68	208.68	208.68	262.08	332.18	332.18	208.68	332.18	208.68
151-300 Feet	355.24	236.26	236.26	236.26	289.66	363.72	355.24	363.72	236.26	236.26	236.26	351.53	289.66	236.26	355.24	351.53	236.26	236.26	236.26	289.66	363.72	363.72	236.26	363.72	236.26
Over 200 Pulls																									
0-150 Feet	314.90	199.30	199.30	199.30	246.77	314.90	314.90	314.90	199.30	199.30	199.30	314.91	246.77	199.30	314.90	314.91	199.30	199.30	199.30	246.77	314.90	319.98	199.30	319.98	199.30
151-300 Feet	352.96	226.96	226.96	226.96	274.43	352.96	352.96	352.96	226.96	226.96	226.96	351.53	274.43	226.96	352.96	351.53	226.96	226.96	226.96	274.43	352.96	351.26	226.96	351.26	226.96
<b>Cat 5e cable - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>																									
0-10 Pulls																									
0-150 Feet	451.79	261.47	261.47	261.47	358.10	609.45	451.79	609.45	261.47	261.47	261.47	560.24	358.10	261.47	451.79	560.24	261.47	261.47	261.47	358.10	609.45	389.07	261.47	389.07	261.47
151-300 Feet	501.29	289.80	289.80	289.80	386.43	665.73	501.29	665.73	289.80	289.80	289.80	600.53	386.43	289.80	501.29	600.53	289.80	289.80	289.80	386.43	665.73	425.00	289.80	425.00	289.80
11-50 Pulls																									
0-150 Feet	416.36	229.16	229.16	229.16	313.41	551.98	416.36	551.98	229.16	229.16	229.16	519.97	313.41	229.16	416.36	519.97	229.16	229.16	229.16	313.41	551.98	362.11	229.16	362.11	229.16
151-300 Feet	455.52	259.96	259.96	259.96	344.22	596.22	455.52	596.22	259.96	259.96	259.96	552.92	344.22	259.96	455.52	552.92	259.96	259.96	259.96	344.22	596.22	404.66	259.96	404.66	259.96
51-100 Pulls																									
0-150 Feet	337.61	217.76	217.76	217.76	277.09	346.09	337.61	346.09	217.76	217.76	217.76	355.20	277.09	217.76	337.61	355.20	217.76	217.76	217.76	277.09	346.09	346.09	217.76	346.09	217.76
151-300 Feet	379.32	248.16	248.16	248.16	307.49	379.32	379.32	379.32	248.16	248.16	248.16	395.47	307.49	248.16	379.32	395.47	248.16	248.16	248.16	307.49	379.32	379.32	248.16	379.32	248.16
101-200 Pulls																									
0-150 Feet	315.23	208.68	208.68	208.68	262.08	332.18	315.23	332.18	208.68	208.68	208.68	311.25	262.08	208.68	315.23	311.25	208.68	208.68	208.68	262.08	332.18	332.18	208.68	332.18	208.68
151-300 Feet	355.24	236.26	236.26	236.26	289.66	363.72	355.24	363.72	236.26	236.26	236.26	351.53	289.66	236.26	355.24	351.53	236.26	236.26	236.26	289.66	363.72	363.72	236.26	363.72	236.26
Over 200 Pulls																									
0-150 Feet	314.90	199.30	199.30	199.30	246.77	314.90	314.90	314.90	199.30	199.30	199.30	314.91	246.77	199.30	314.90	314.91	199.30	199.30	199.30	246.77	314.90	319.98	199.30	319.98	199.30
151-300 Feet	352.96	226.96	226.96	226.96	274.43	352.96	352.96	352.96	226.96	226.96	226.96	351.53	274.43	226.96	352.96	351.53	226.96	226.96	226.96	274.43	352.96	351.26	226.96	351.26	226.96
<b>Cat 6 cable - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>																									
0-10 Pulls																									
0-150 Feet	501.45	330.20	330.20	330.20	426.83	659.11	501.45	659.11	330.20	330.20	330.20	447.20	426.83	330.20	501.45	447.20	330.20	330.20	330.20	426.83	659.11	438.73	330.20	438.73	330.20
151-300 Feet	577.74	416.16	416.16	416.16	501.45	742.18	577.74	742.18	416.16	416.16	416.16	508.23	501.45	416.16	577.74	508.23	416.16	416.16	416.16	501.45	742.18	501.45	416.16	501.45	416.16
11-50 Pulls																									
0-150 Feet	465.10	300.36	300.36	300.36	384.62	600.72	465.10	600.72	300.36	300.36	300.36	412.59	384.62	300.36	465.10	412.59	300.36	300.36	300.36	384.62	600.72	410.85	300.36	410.85	300.36
151-300 Feet	521.88	359.50	359.50	359.50	443.75	662.59	521.88	662.59	359.50	359.50	359.50	471.03	443.75	359.50	521.88	471.03	359.50	359.50	359.50	443.75	662.59	471.03	359.50	471.03	359.50
51-100 Pulls																									
0-150 Feet	384.91	286.94	286.94	286.94	346.27	393.39	384.91	393.39	286.94	286.94	286.94	381.87	346.27	286.94	384.91	381.87	286.94	286.94	286.94	346.27	393.39	393.39	286.94	393.39	286.94
151-300 Feet	443.23	343.25	343.25	343.25	402.59	443.23	443.23	443.23	343.25	343.25	343.25	438.19	402.59	343.25	443.23	438.19	343.25	343.25	343.25	402.59	443.23	443.23	343.25	443.23	343.25
101-200 Pulls																									
0-150 Feet	361.26	275.45	275.45	275.45	328.85	378.21	361.26	378.21	275.45	275.45	275.45	349.19	328.85	275.45	361.26	349.19	275.45	275.45	275.45	328.85	378.21	378.21	275.45	378.21	275.45
151-300 Feet	417.89	329.33	329.33	329.33	382.73	426.36	417.89	426.36	329.33	329.33	329.33	403.07	382.73	329.33	417.89	403.07	329.33	329.33	329.33	382.73	426.36	426.36	329.33	426.36	329.33
Over 200 Pulls																									
0-150 Feet	359.65	264.04	264.04	264.04	311.51	359.65	359.65	359.65	264.04	264.04	264.04	336.94	311.51	264.04	359.65	336.94	264.04	264.04	264.04	311.51	359.65	364.74	264.04	364.74	264.04
151-300 Feet	414.32	318.01	318.01	318.01	385.47	414.32	414.32	414.32	318.01	318.01	318.01	390.90	385.47	318.01	414.32	390.90	318.01	318.01	318.01	385.47	414.32	412.62	318.01	412.62	318.01
<b>Cat 6e cable - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>																									
0-10 Pulls																									
0-150 Feet	518.75	343.32	343.32	343.32	439.95	676.41	518.75	676.41	343.32	343.32	343.32	464.50	439.95	343.32	518.75	464.50	343.32	343.32	343.32	439.95	676.41	456.02	343.32	456.02	343.32
151-300 Feet	608.45	380.39	380.39	380.39	477.02	772.95	608.45	772.95	380.39	380.39	380.39	502.45	477.02	380.39	608.45	502.45	380.39	380.39	380.39	477.02	772.95	532.22	380.39	532.22	

**Appendix C Pricing Index**  
**INX, LLC a Presidio Company DIR-SDD-1915**  
**Cabling Services (per pull) - Labor & Materials Price Sheet NonStandard Price**

The cost per cable pull represents all materials including cable, electrical boxes, color coded inserts, jacks, patch panels, 66M150 blocks equipped with 89B brackets and/or 110 blocks, wall plates, patch cords, all devices as needed for proper hanging and molding as required. In addition the cost per cable pull represents all labor including fishing walls, running cable through modular furniture, terminating, testing, labeling, and providing certification reports, as-built floor plans, and warranty information. Pricing includes all costs, including conveyances, necessary to complete the project.

Cabling Services (price per pull)	Zone 1						Zone 2			Zone 3			Zone 4								Zone 5				
	District 13	District 14	District 15	District 16	District 21	District 22	District 06	District 07	District 24	District 04	District 05	District 25	District 01	District 02	District 03	District 08	District 09	District 10	District 18	District 19	District 23	District 11	District 12	District 17	District 20
<b>Fiber Optic Cable - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>																									
0-10 Pulls																									
0-150 Feet	750.01	397.23	397.23	397.23	503.35	1,029.73	750.01	1,029.73	397.23	397.23	397.23	533.87	503.35	397.23	750.01	533.87	397.23	397.23	397.23	503.35	1,029.73	788.16	397.23	788.16	397.23
151-300 Feet	805.16	452.38	452.38	452.38	558.50	1,084.88	805.16	1,084.88	452.38	452.38	452.38	589.02	558.50	452.38	805.16	589.02	452.38	452.38	452.38	558.50	1,084.88	843.31	452.38	843.31	452.38
11-50 Pulls																									
0-150 Feet	726.70	392.56	392.56	392.56	477.50	917.42	726.70	917.42	392.56	392.56	392.56	520.73	477.50	392.56	726.70	520.73	392.56	392.56	392.56	477.50	917.42	752.13	392.56	752.13	392.56
151-300 Feet	778.91	447.49	447.49	447.49	529.71	969.63	778.91	969.63	447.49	447.49	447.49	572.94	529.71	447.49	778.91	572.94	447.49	447.49	447.49	529.71	969.63	804.34	447.49	804.34	447.49
51-100 Pulls																									
0-150 Feet	648.26	379.56	379.56	379.56	462.63	864.40	648.26	864.40	379.56	379.56	379.56	493.14	462.63	379.56	648.26	493.14	379.56	379.56	379.56	462.63	864.40	686.40	379.56	686.40	379.56
151-300 Feet	700.47	439.91	439.91	439.91	514.84	916.62	700.47	916.62	439.91	439.91	439.91	545.36	514.84	439.91	700.47	545.36	439.91	439.91	439.91	514.84	916.62	738.62	439.91	738.62	439.91
101-200 Pulls																									
0-150 Feet	594.73	370.10	370.10	370.10	447.24	836.30	594.73	836.30	370.10	370.10	370.10	462.50	447.24	370.10	594.73	462.50	370.10	370.10	370.10	447.24	836.30	645.58	370.10	645.58	370.10
151-300 Feet	625.40	408.92	408.92	408.92	477.91	866.98	625.40	866.98	408.92	408.92	408.92	493.17	477.91	408.92	625.40	493.17	408.92	408.92	408.92	477.91	866.98	676.26	408.92	676.26	408.92
Over 200 Pulls																									
0-150 Feet	568.45	362.47	362.47	362.47	433.67	733.74	568.45	733.74	362.47	362.47	362.47	454.02	433.67	362.47	568.45	454.02	362.47	362.47	362.47	433.67	733.74	555.73	362.47	555.73	362.47
151-300 Feet	620.66	420.11	420.11	420.11	485.89	785.95	620.66	785.95	420.11	420.11	420.11	506.23	485.89	420.11	620.66	506.23	420.11	420.11	420.11	485.89	785.95	607.95	420.11	607.95	420.11
<b>Coax Cable for Video Distribution (CATV, CCTV (surveillance), satellite (DSS, VSAT)) - installed, terminated, tested and labeled including wall plate, jack and certification report.</b>																									
0-10 Pulls																									
0-150 Feet	560.24	276.55	276.55	276.55	373.18	560.24	560.24	560.24	276.55	276.55	276.55	398.61	373.18	276.55	560.24	398.61	276.55	276.55	276.55	373.18	560.24	425.43	276.55	425.43	276.55
151-300 Feet	600.53	333.00	333.00	333.00	429.63	600.53	600.53	600.53	333.00	333.00	333.00	450.40	429.63	333.00	600.53	450.40	333.00	333.00	333.00	429.63	600.53	435.75	333.00	435.75	333.00
11-50 Pulls																									
0-150 Feet	519.97	245.92	245.92	245.92	330.17	519.97	519.97	519.97	245.92	245.92	245.92	358.14	330.17	245.92	519.97	358.14	245.92	245.92	245.92	330.17	519.97	402.80	245.92	402.80	245.92
151-300 Feet	552.92	308.22	308.22	308.22	392.48	552.92	552.92	552.92	308.22	308.22	308.22	420.45	392.48	308.22	552.92	420.45	308.22	308.22	308.22	392.48	552.92	443.07	308.22	443.07	308.22
51-100 Pulls																									
0-150 Feet	355.20	236.03	236.03	236.03	295.36	355.20	355.20	355.20	236.03	236.03	236.03	330.97	295.36	236.03	355.20	330.97	236.03	236.03	236.03	295.36	355.20	373.50	236.03	373.50	236.03
151-300 Feet	395.47	298.09	298.09	298.09	357.42	395.47	395.47	395.47	298.09	298.09	298.09	393.02	357.42	298.09	395.47	393.02	298.09	298.09	298.09	357.42	395.47	395.47	298.09	395.47	298.09
101-200 Pulls																									
0-150 Feet	311.25	230.82	230.82	230.82	284.22	311.25	311.25	311.25	230.82	230.82	230.82	304.56	284.22	230.82	311.25	304.56	230.82	230.82	230.82	284.22	311.25	347.87	230.82	347.87	230.82
151-300 Feet	351.53	290.86	290.86	290.86	344.26	351.53	351.53	351.53	290.86	290.86	290.86	364.61	344.26	290.86	351.53	364.61	290.86	290.86	290.86	344.26	351.53	369.83	290.86	369.83	290.86
Over 200 Pulls																									
0-150 Feet	314.91	223.17	223.17	223.17	270.64	314.91	314.91	314.91	223.17	223.17	223.17	296.07	270.64	223.17	314.91	296.07	223.17	223.17	223.17	270.64	314.91	325.90	223.17	325.90	223.17
151-300 Feet	351.53	283.22	283.22	283.22	330.69	351.53	351.53	351.53	283.22	283.22	283.22	322.23	330.69	283.22	351.53	322.23	283.22	283.22	283.22	330.69	351.53	347.87	283.22	347.87	283.22

**Appendix C Pricing Index  
 INX, LLC a Presidio Company DIR-SDD-1915  
 Cabling Services Price Sheet**

<b>Cabling Services - Standard Hours</b>	<b>Zone 1</b>	<b>Zone 2</b>	<b>Zone 3</b>	<b>Zone 4</b>	<b>Zone 5</b>
Cabling Technical Support (hourly rate)	\$43.20	\$43.20	\$43.20	\$43.20	\$43.20
Cabling Systems Design (hourly rate)	\$84.60	\$84.60	\$84.60	\$84.60	\$84.60
Cable Removal	\$43.20	\$43.20	\$43.20	\$43.20	\$43.20
<b>Cabling Services - Non Standard Hours</b>					
Cabling Technical Support (hourly rate)	\$66.96	\$66.96	\$66.96	\$66.96	\$66.96
Cabling Systems Design (hourly rate)	\$131.13	\$131.13	\$131.13	\$131.13	\$131.13
Cable Removal	\$66.96	\$66.96	\$66.96	\$66.96	\$66.96

Standard Hours denote Monday thru Friday 8am - 5pm working hours

Non Standard Hours denote Monday thru Friday 5pm - 8am, weekends and holiday working hours



**Appendix C Pricing Index**  
**INX, LLC a Presidio Company DIR-SDD-1915**  
**Cabling Products**

<b>Manufacturer</b>	<b>DIR Customer Discount % off MSRP/List</b>
PANDUIT	27.00%
LEVITON	24.00%
COMMSCOPE	30.00%
CHATSWORTH	15.00%
GREAT LAKES	15.00%
DAMAC	15.00%
B-Line	32.00%
HOFFMAN	20.00%