



Global capability, personal accountability.

**Sandra K. Hawkins
Verizon Business
1410 MacCorkle Ave.
Charleston WV 25314**

June 20, 2007

Krista Ferrell
Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305-0130

Dear Ms. Ferrell:

Thank you for the opportunity to present RFQ ISCG0192 for Department of Administration General Services. Verizon is excited about the prospect of providing a solution to meet your requirements.

After reviewing the enclosed response, we are confident you will find we can provide the level of support and the quality of service you require. Verizon will provide solutions you can count on today, while laying the foundation for evolving needs in an efficient and cost-effective manner.

As one of our most important customers, we have responded to your requirements in a priority manner and that commitment is ongoing. Our team can provide you with the expertise that is needed, allowing the Department of Administration to concentrate on their core competencies.

Thank you again for the opportunity to present this proposal. Please feel free to contact me at (304)344-6700 with any questions or concerns. We are looking forward to hearing from you.

Sincerely,

A handwritten signature in cursive script that reads "Sandra K. Hawkins".

Sandra K. Hawkins
Corporate Account Manager II

Verizon Select Services Inc. ("Verizon") has offered this RFQ response in accordance with the terms and conditions therein. In addition and in compliance with the WV Purchasing Division's Policies and Procedures Handbook, Section 7.2.7, Verizon also submits additional terms and conditions reflected in Verizon's standard System Agreement, which is incorporated into Verizon's response.

RECEIVED

2007 JUN 26 A 9:25

PURCHASING DIVISION
STATE OF WV



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER:
ISCG0192

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
**KRISTA FERRELL
 304-558-2596**

VENDOR

*611101629 304-344-6700
 VERIZON BUSINESS SVCS
 1410 MACCORKLE AVE SE
 CHARLESTON WV 25314

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES
 BUILDING 1 ROOM MB60
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0123 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/13/2007				

BID OPENING DATE: **06/26/2007** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		910-82		
<p>MATERIALS/INSTALLATION COPPER/FIBER CABLE</p> <p>REQUEST FOR QUOTATION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DEPARTMENT OF ADMINISTRATION'S OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH THE INSTALLATION, TESTING AND ACCEPTANCE OF THE TELECOMMUNICATIONS DISTRIBUTION SYSTEM INFRASTRUCTURE CABLE FOR THE BASEMENT OF BUILDING 1 (MAIN CAPITOL BUILDING), LOCATED ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION. TECHNICAL QUESTIONS INCLUDE QUESTIONS RELATED TO: SCOPE OF WORK, INSTALLATION, MATERIALS, ETC. VENDORS MAY SUBMIT TECHNICAL QUESTIONS VIA FAX AT 304-558-4115, VIA EMAIL AT KFERRELL@WVADMIN.GOV, AND VIA MAIL AT THE ADDRESS LISTED IN THE BODY OF THIS RFQ. DEADLINE FOR TECHNICAL QUESTIONS IS JUNE 19, 2007 AT 9:00 AM. TECHNICAL QUESTIONS MAY ALSO BE SUBMITTED DURING THE MANDATORY PRE-BID MEETING AND SITE SURVEY. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE FOR QUESTIONS.</p> <p>QUESTIONS CONCERNING THE ACTUAL SUBMISSION PROCESS FOR</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Suleman Hessami</i>	TELEPHONE 344-6700	DATE 6/20/07
TITLE VP Pcm	FEIN 16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125.00 registration fee.
5. All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the term of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this contract is automatically null and void, and is terminated without further order.
14. **HIPAA Business Associate Addendum -** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Covered Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in cases of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications.

SIGNED BID TO:

Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130



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<p>A VENDOR'S BID MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT INCLUDING ORAL.</p> <p>THIS PROJECT IS A MULTI-PHASE PROJECT. EACH PHASE IS BEING BID INDEPENDENTLY. VENDORS ARE WELCOME TO BID ON AS MANY PHASES AS THEY LIKE. PLEASE NOTE HOWEVER, THAT VENDORS MUST SUBMIT A BID FOR EACH PHASE SEPARATELY PER THE BID REQUIREMENTS SET FORTH IN THE BID DOCUMENTS FOR EACH PHASE.</p> <p>EVALUATION WILL BE BASED ON A PHASE BY PHASE BASIS.</p> <p>THIS REQUEST FOR QUOTATION (RFQ) CONTAINS DRAWINGS PRESENTED IN CD FORMAT. TO REQUEST THIS CD, PLEASE CONTACT THE BID REQUEST LINE AT 304-558-2063.</p> <p>PROGRESS PAYMENTS MAY BE MADE TO THE VENDOR ON THE BASIS OF PERCENTAGE OF WORK COMPLETED AND ACCEPTED BY THE AGENCY. 10% RETAINAGE SHALL BE HELD FROM ANY PROGRESS PAYMENTS UNTIL THE FINAL INVOICE IS ACCEPTED. PROGRESS REPORTS MUST BE SUBMITTED AND APPROVED BY THE AGENCY PRIOR TO ANY PROGRESS PAYMENT MADE.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 45 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY WILL ISSUE TO THE VENDOR A NOTICE TO PROCEED LETTER AFTER THE FULLY EXECUTED PURCHASE ORDER IS COMPLETE.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE</p>						

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SIGNATURE <i>Suleiman Nassani</i>	TELEPHONE 344-6700	DATE 6/20/07
TITLE VP PCM	FEIN 16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL B</p>						

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<p>SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF</p>						

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<p>THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES DEPARTMENT OF LABOR, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Suleiman Nassani</i>	TELEPHONE 344-6700	DATE 4/20/07
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<p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS.:</p>						

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SIGNATURE <i>Souhina Nassani</i>	TELEPHONE 304-6700	DATE 6/20/07
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NO. 1			
NO. 2			
NO. 3			
NO. 4			
NO. 5			
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>..... <i>Suleiman Nessami</i> SIGNATURE <i>Verizon Select Services Inc.</i> COMPANY <i>6/20/07</i> DATE</p> <p>REV. 11/96</p> <p style="text-align: center;">CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY B MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS</p>						

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SIGNATURE <i>Suleiman Nessami</i>	TELEPHONE <i>344-6700</i>	DATE <i>6/20/07</i>
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<p>LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>Verizon Select Services Inc</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV037918</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p>						

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ADDRESS CORRESPONDENCE TO ATTENTION OF:
 KRISTA FERRELL
 304-558-2596

VENDOR

*611101629 304-344-6700
 VERIZON BUSINESS SVCS
 1410 MACCORKLE AVE SE
 CHARLESTON WV 25314

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES
 BUILDING 1 ROOM MB60
 1900 KANAWHA BOULEVARD, EAST
 CHARLESTON, WV
 25305-0123 304-558-2317

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/13/2007				

BID OPENING DATE: 06/26/2007 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>REQ. NO.: ISCG0192</p> <p>BID OPENING DATE: 06/26/2007</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304 341-1464 -----</p> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: ----- Sandra K. Hawkins -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Suleiman Nassani</i>	TELEPHONE 344-6700	DATE 6/20/07
TITLE VP Pcm	FEIN 16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
 Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
ISCG0192

PAGE
10

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**KRISTA FERRELL
 304-558-2596**

VENDOR
 *611101629 304-344-6700
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B	FREIGHT TERMS
06/13/2007				
BID OPENING DATE: 06/26/2007		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
***** THIS IS THE END OF RFQ ISCG0192 ***** TOTAL:						\$ 240,634.40
Optional Misc						\$ 57,779.83

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Suleiman Nassani TELEPHONE 344-6700 DATE 6/20/07
 TITLE VP Pcm FEIN 16-1337624 ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

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State of West Virginia
Department of Administration
Office of Technology
Charleston, WV

Request for Quotation

1.0 OBJECTIVE

The State of West Virginia, Department of Administration, Office of Technology (WVOT) intends to acquire a complete telecommunications distribution system for **Building One (Main Capitol Building)** at **1900 Kanawha Blvd, Charleston, WV, 25305**.

The project will be completed in three phases:

Phase One - **Cable tray and pathways installation**

Phase Two - **Infrastructure cable installation**

Phase Three - **Migration, remediation, and removal of existing abandoned cable, facilities, and equipment**

This Request for Quotation covers Phase Two: **Installation, testing, and acceptance of the telecommunications distribution system infrastructure cable**. Prices quoted shall be all-inclusive and represent complete installation. The Vendor shall be responsible for all parts, labor and all other associated apparatus necessary to completely install, test, and turnover for acceptance to the WVOT

1.1 Inquiries:

Additional information inquiries regarding specifications of this RFQ must be submitted in writing to the State Buyer with the exception of questions regarding proposal submission which may be oral. The deadline for written inquiries is identified in the Schedule of Events, Section 1.16. All inquiries of specification clarification must be addressed to:

Krista Ferrell, Senior Buyer
Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130
Fax: (304) 558-4115

Absolutely NO contact shall be made by the Vendor with any member of the evaluation committee. Violation may result in rejection of the bid. The State Buyer named above is the sole contact for any and all inquiries after this RFQ has been released.

1.2 Vendor Registration:

Vendors participating in this process must complete and file a **Vendor Registration and Disclosure Statement** (Form WV-1) and remit the registration fee. Vendor is not required to be a registered Vendor in order to submit a proposal, but the **successful bidder MUST** register and pay the fee prior to the award of an actual purchase order/contract.

1.3 Oral Statements and Commitments:

Vendor should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between Vendor's representatives and any State personnel is **not** binding. Only the information issued in writing and added to the Request for Proposal specifications file by an official written addendum are binding.

1.4 Response Submission:

State law requires that the original proposal be submitted to the Purchasing Division. All proposals must be submitted to the Purchasing Division **prior** to the date and time stipulated in the RFQ as the opening date. All bids will be date and time stamped to verify official time and date of receipt.

Vendors mailing proposals must allow sufficient time for mail delivery to ensure timely arrival. In accordance with State Code 5A-3-11, the Purchasing Division cannot waive or excuse late receipt of a proposal that is delayed and late for any reason. Any proposal received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.

WVOT requests that bidders also include a copy of their bid in electronic form on a CD.

Submit:

One original RFQ to:

Purchasing Division
2019 Washington Street, East
P.O. Box 50130
Charleston, WV 25305-0130

The outside of the envelope or package(s) must be clearly marked:

Buyer: Krista Ferrell- File 21
Req#: ISCG0192
Opening Date: 06/26/2007

1.5 Schedule of Events

The schedule may change depending on the results of the responses and a final schedule will be established prior to contracting with the successful Vendor.

1.6 Incurring Costs:

The State and any of its employees or officers shall not be held liable for any expenses incurred by any bidder responding to this RFQ for expenses to prepare, deliver the proposal, or to attend any mandatory prebid meeting or oral presentations.

1.7 Installation Completion Timeframe:

The installation completion time for this RFQ is 45 standard business days after issuance of P.O. These 45 days for installation include the measuring of job and the ordering of materials. The State at its discretion will adjust timelines, if required, due to unforeseen delays.

1.8 Job Site Parking

There is vendor parking (first come first serve) on the parking lot behind Building 3, the DMV Building, additional parking is available at Laidley Field. Equipment may be unloaded in the loading dock areas but vehicles will not be allowed to remain there.

1.9 Omissions

Omission in the proposal of any provision herein described shall not be construed as to relieve The Vendor of any responsibility or obligation requisite to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

1.10 Warranty

Materials and workmanship hereinafter specified and furnished shall be fully guaranteed by The Vendor for **fifteen years** from transfer of title against any defects. Defects which may occur as the result of faulty materials or workmanship within **fifteen years** after installation and acceptance by The WVOT shall be corrected by The Vendor at no additional cost to The WVOT. The Vendor's warranties shall commence with acceptance of/or payment for the work in full.

This warranty shall in no manner cover equipment that has been damaged or rendered unserviceable due to negligence, misuse, acts of vandalism, or tampering by The WVOT or anyone other than employees or agents of The Vendor. The Vendor's obligation under its warranty is limited to the cost of repair of the warranted item or replacement thereof, at The Vendor's option. Insurance covering said equipment from damage or loss is to be borne by The Vendor until full acceptance of equipment and services.

1.11 Inspection, Acceptance, and Title

Inspection and Acceptance will be at destination and upon successful installation unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Vendor until acceptance by The WVOT, unless loss or damage results from negligence by The WVOT. If the materials or services supplied to The WVOT are found to be defective or do not conform to the specifications, The WVOT reserves the right to cancel the contract upon written notice to The Vendor and return products at The Vendor's expense, based upon the terms of the Contract.

The WVOT shall at all times have access to the work wherever it is in preparation or progress, and The Vendor shall provide proper facilities for such access and for inspection. The Vendor shall not close up any work until The WVOT has inspected the work. Should The Vendor close up the work prior to inspection by The WVOT, The Vendor shall uncover the work for inspection by The WVOT at no cost to The WVOT, and then recover the work according to the specification contained herein.

The Vendor shall notify The WVOT in writing when the work is ready for inspection. The WVOT will inspect the work as expeditiously as possible after receipt of notification from The Vendor.

1.12 Price Quotations

Price quotations are to include the furnishing of all materials, equipment, maintenance and training manuals, tools, and the provision of all labor and services necessary or proper for the completion of the work, except as may be otherwise expressly provided in the Contract Documents. The WVOT will not be liable for any costs beyond those proposed herein and awarded. **Time and materials quotes will be unacceptable.**

In case of discrepancy in computed proposal prices, the lowest combined value of individual unit costs shall prevail.

1.13 Price Stability

Contract prices and discounts shall be fixed at the time of contract award. In the event of price changes the WV Purchasing rule 148-1-7, 7.15 shall be followed.

1.14 Variation in Quantities and Configurations

Equipped and capacity requirements are the best estimates currently available. The WVOT reserves the right to modify quantity and configuration requirements. The Vendor agrees to sell The WVOT the revised quantity of items at the unit price as stated in the RFQ regardless of quantity changes.

1.15 Prime Vendor

In the event multiple Vendors submit a joint response to this RFQ, a single Vendor shall be identified as the Prime Vendor. Prime Vendor responsibilities shall include performing overall project administration and serving as a focal point for The WVOT to coordinate and monitor plans and schedules, maintain project budget and status information, administer changes required, preside over other Vendors participating or present at The WVOT meetings, and oversee preparation of reports and presentations. Prime Vendor shall also prepare and present a consolidated invoice for work performed. The WVOT shall issue only one (1) check for each consolidated invoice. Prime Vendor shall remain responsible for performing tasks associated with installation and implementation of Prime Vendor's portion of the contract.

1.16 Compliance with Laws and Regulations

The Vendor performance of the work shall comply with applicable federal, state, and local laws, rules, and regulations. The Vendor shall give required notices, shall procure necessary governmental licenses and inspections, and shall pay without burden to The WVOT, all fees and charges in connection therewith unless specifically provided otherwise. In the event of violation, The Vendor shall pay all fines and penalties, including attorney's fees and other defense costs and expenses in connection therewith.

1.17.1 Federal Communications Commission
Equipment requiring FCC registration or approval shall have received such approval and shall be appropriately identified.

1.17.2 Codes, Standards, and Ordinances
All work shall conform to the latest edition of the *National Electrical Code*[®], the Building Code, and all local codes and ordinances, as applicable. ANSI/TIA/EIA-568-B.1 through ANSI/TIA/EIA-568-B.3, NECS/BICSI-568 and ANSI/TIA/EIA-569-A shall be adhered to during all installation activities. Methodologies outlined in the latest edition of the BICSI *Telecommunications Distribution Methods Manual* shall also be used during all installation activities. Should conflicts exist with the foregoing, the authority having jurisdiction for enforcement will have responsibility for making interpretation.

1.17 Safety

The Vendor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Vendor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Vendor shall indemnify and hold harmless The WVOT from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on The WVOT because of The Vendor, subcontractor, or supplier's failure to comply with the regulations stated herein.

1.18 Patents and Royalties

The Vendor, without exception, shall indemnify and hold harmless The WVOT and its employees from any liability of any nature or kind, including costs and expenses for, or on account of, any trademarked, copyrighted, patented, or nonpatented invention, process, or article manufactured or used in the performance of the Contract, including its use by The WVOT. If The Vendor or subcontractor uses any design, device, or materials covered by letters, patent, trademark, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

1.19 Indemnification

The Vendor shall indemnify and hold harmless The WVOT, its agents, and employees from or on account of any injuries or damages, received or sustained by any person or persons, during or on account of any operation connected with this Contract; or by consequence of any negligence (excluding negligence by The WVOT, its agents, or employees) in connection with the same; or by use of any improper materials or by or on account of any act or omission of said Vendor or its subcontractors, agents, servants, or employees. The Vendor further agrees to indemnify and hold harmless The WVOT, its agents, or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city, or other applicable laws, bylaws, ordinances, or regulations by The Vendor, its agents, associates, or employees.

The indemnification provided above shall obligate The Vendor to defend at its own expense or to provide for such defense, at The WVOT's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against The WVOT which may result from the operations and activities under this Contract whether the installation operations be performed by The Vendor, subcontractor, or by anyone directly or indirectly employed by either.

The award of this Contract to The Vendor shall obligate The Vendor to comply with the foregoing indemnity provision; however, the collateral obligation of insuring this indemnity must be complied with as set forth.

1.20 Affidavit

West Virginia State Code 5A-3-10a requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the RFQ. The Affidavit can be found at www.state.wv.us/admin/purchase/vrc/nodebt.pdf.

2.0 QUALIFICATIONS

2.1 Project Manager

The Vendor will provide a Project Manager who will act as a single point of contact for all activities regarding this project. The Project Manager will be required to make on-site decisions regarding the scope of the work and any changes required by the work. The Project Manager must be on the job at any time work is being performed or workers are present. The Project Manager will be totally responsible for all aspects of the work and shall have the authority to make immediate decisions regarding implementation or changes to the work.

2.2 Construction Manager

The WVOT shall provide a Construction Manager who shall act as a single point of contact for all activities regarding this project. The Construction Manager will be responsible for all decisions required of The WVOT and shall coordinate with all departments during installation activities. The Construction Manager shall notify The WVOT Inspector when inspections are scheduled and shall coordinate the inspection between The Vendor and The WVOT Inspector.

2.3 Experience

2.3.1 The selected Vendor must be fully capable and experienced in the **telecommunications distribution system** specified. To ensure the system has continued support, The WVOT will contract only with Vendors having a successful history of sales, installation, service, and support. The Vendor must have a minimum of **five (5) years** of experience.

2.3.2 The Vendor must have an **RCDD® (Registered Communications Distribution Designer)** on staff that will be ultimately responsible for this project. The RCDD must have sufficient experience in this type project as to be able to lend adequate technical support to the field forces during installation, during the warranty period, and during any extended warranty periods or maintenance contracts. A resume of the responsible RCDD must be attached to The Vendor's response. Should the RCDD assigned to this project change during the installation, the new RCDD assigned must meet all requirements of the RFQ.

2.3.3 If, in the opinion of The WVOT, the RCDD does not possess the required qualifications to support the project, The WVOT reserves the right to require The Vendor to assign an RCDD who, in The WVOT's opinion, possesses the necessary skills and experience required of this project.

2.3.4 The Vendor must also have **BICSI Registered Installers and Technicians** on staff and assign them to this project. The project shall be staffed at all times by Installers and Technicians who, in the role of lead crafts persons, will be able to provide leadership and technical resources for the remaining crafts persons on the project. A minimum of 30 percent of personnel shall be BICSI registered telecommunications installers. Of that number 15 percent shall be registered at the *Technician Level*, at least 40 percent shall be registered at the *Installer Level 2*, and the balance shall be registered at the *Installer Level 1*. It is preferred that this information be submitted with the vendor's bid. The agency reserves the right to request this information. If requested, vendors should submit the information within 48 hours of receipt of the request. Failure to submit this requested information in the given time may result in bid disqualification.

2.4 References

The WVOT may, with full cooperation of The Vendors, visit client installations to observe equipment operations and consult with references. Specified visits and discussion shall be arranged through The Vendors; however, The Vendor personnel shall **not** be present during discussions with references. The Vendor must provide a minimum of **three (3)** references which are of the same size in scope and design that have been completed by The Vendor within the last **two (2)** years. It is preferred that this information be submitted with the vendor's bid. The agency reserves the right to request this information. If requested, vendors should submit the information within 48 hours of receipt of the request. Failure to submit this requested information in the given time may result in bid disqualification.

2.5 Liability and Insurance

The Vendor shall assume the full duty, obligation, and expense of obtaining and maintaining necessary insurance.

2.5.1 Insurance Coverage

The Vendor shall be fully liable to provide and maintain in force during the life of this Contract, such insurance, including Public Liability Insurance, Product Liability Insurance, Auto Liability Insurance, Worker's Compensation, and Employer's Liability Insurance as will assure to The WVOT the protection contained in the foregoing indemnification provision undertaken by The Vendor. ~~Such policies shall be issued by United States Treasury-approved companies authorized to do business in the State of West Virginia and having agents upon whom service of process may be made in The WVOT and shall contain as a minimum, the following provisions, coverage's, and policy limits of liability.~~

2.5.2 General Liability

General Liability Insurance shall protect The WVOT, The Vendor, subcontractor, agents, and employees from claims for damages. The limits of liability provided by such policy shall be no less than Five Hundred Thousand Dollars (U.S. \$500,000.00) per occurrence combined single limit bodily injury and property damage, and an amount not less than One Million Dollars (U.S. \$1,000,000.00) for damages on account of all occurrences.

2.5.3 Product Liability

Product Liability or Completed Operations Insurance shall have bodily injury limits of liability of not less than Five Hundred Thousand Dollars (U.S. \$500,000.00) per person; Five Hundred Thousand Dollars (U.S. \$500,000.00) per occurrence, and Five Hundred Thousand Dollars (U.S. \$500,000.00) aggregate.

2.5.4 Auto Liability

Auto Liability Insurance shall have bodily injury limits of not less than Three Hundred Thousand Dollars (U.S. \$300,000.00) per occurrence and property damage limits of not less than One Hundred Thousand Dollars (U.S. \$100,000.00).

2.5.5 Workers' Compensation and Employer's Liability

Workers' Compensation and Employer's Liability Insurance shall meet minimum requirements set by the State of West Virginia, but in no case less than One Hundred Thousand Dollars (U.S. \$100,000.00).

2.5.6 Proof of Insurance

The Vendor shall furnish to The WVOT a Certificate of Insurance or duplicate policies of insurance described above which specifically protect The WVOT. This will be accomplished by naming The WVOT as a named insured under the policy and by providing an endorsement under the terms of which the insurer specifically agrees not only to pay any claims incurred by or resulting to The WVOT, but also agrees to enter a defense on behalf of The WVOT. The defense includes any and all suits or actions, in which the liability of The WVOT is vicarious and is predicated upon allegation of some act of omission by The Vendor, subcontractor, or his or her agents. This proof shall be received within two (2) working days after notice of award. Purchase order(s) will not be issued until Certificates of Insurance are received.

Such certification must contain a provision for notification of The WVOT thirty (30) days in advance of any material change in coverage or cancellation. Notification shall be in writing and signed in ink by a duly authorized officer of the Insurer.

2.5.7 License Requirements

The successful bidder **MUST** have a West Virginia Contractor's License. If partnering with subcontractors, only the vendor actually performing the installation of cabling must hold the contractor's license. The license number must be included with the bid response, but the certificate will be required only from the successful vendor. If the prime vendor replaces the networking installation vendor any time during the term of the contract, prior written approval from the WVOT and a properly executed change order to the contract must be processed. The replacement must have a contractor's license and provide a copy before the change will be approved.

2.5.8 Wage Rates

The West Virginia Division of Labor's Building and Construction Wage Rates are made part of the RFQ by reference. The wage rates are available online at the Secretary of State's website: <http://www.wvsos.com/adlaw/wagerates/building02.htm>.

2.5.9 Bonding

2.5.9.1 Bid Bond

A Surety Bond, Certified Check, Cashier's Check, Treasurer's Check, or bank draft of any State or National Bank representing five (5) percent of the total amount of the Vendor's response must accompany the response package.

2.5.9.2 Performance, Labor, Materials Bond

Within five (5) working days after notice of award, The Vendor is required to have a valid Performance, Labor, Materials Bond in force covering the work performed up to the acceptance by The WVOT. The Bond must be in the amount of one hundred (100) percent of the Contract amount, guaranteeing to The WVOT the completion and performance of the work covered in such as well as full payment of all suppliers, agents, laborers, or subcontractors employed in the performance of the project. Such Bond shall be in a form and with a surety acceptable to The WVOT and shall provide for the protection of all persons supplying labor or materials used for the performance of the work. Purchase order(s) will not be issued until 100 percent payment bond is received.

The Vendor agrees to keep such Bond, or a replacement thereof, in force at all times during the course of the performance under this project. In addition to the foregoing requirements, such bond shall contain the provision, whether by attaching endorsements or supplemental agreements, guaranteeing to The WVOT the successful completion of the project. The Vendor may comply with the requirements of this provision by causing said Bond to specifically name The WVOT as one of the parties to whom the protection afforded by said Bond is extended or as an alternate, may furnish The WVOT with a separate Performance Bond meeting the same criteria.

2.5.9.3 Qualification of Surety

The Performance, Labor, Materials Bond must be executed by a Surety Company of recognized standing, authorized to do business in the State of West Virginia. The bonds shall be on the State of WV form provided by the Purchasing Division. A certified check, or cashiers check made payable to the State of West Virginia, will also serve as the bid bond.

2.5.9.4 Failure to Complete and Liquidated Damages

Because the actual damages for delay in completion are impractical to determine, the successful Vendor and its sureties shall be liable for and shall pay to The WVOT stipulated and fixed, agreed, and liquidated damages the sum of Five Hundred Dollars (U.S. \$500.00) for each calendar day past the agreed upon date of completion. The successful Vendor and its sureties

shall be liable for and shall pay to The WVOT stipulated and fixed, agreed, and liquidated damages in the sum of One Thousand Dollars (U.S. \$1000.00) for each calendar day an outage is caused on an existing fiber run, Five Hundred Dollars (U.S. \$500.00) for each calendar day an outage is caused on an existing data run and One Hundred Dollars (U.S. \$100.00) for each calendar day an outage is caused on an existing voice run.

2.6 Special Conditions

This facility is a facility that provides services to the State of West Virginia and all those having business with the State. As such, activities in all buildings are critical to the provisioning of services and shall not be interrupted by The Vendor's work activities.

The computer and telecommunications systems associated with this work must not be taken off-line or removed from service during normal working hours without The Vendor first making specific arrangements to coordinate any such activities.

The Vendor will be required to work around all of the conditions listed above, as well as working with The WVOT staff to minimize disruptions to normal Customer activities.

2.7 Cancellation

In the event provisions of this RFQ are violated by The Vendor, The WVOT may give written notice to The Vendor stating the deficiencies. Unless deficiencies are corrected within five (5) working days, recommendations will be made to The Purchasing Division for immediate cancellation. The Purchasing Division reserves the right to terminate immediately any contract resulting from this RFQ for failure to correct deficiencies.

3.0 INSTALLATION GUIDELINES

This RFQ includes equipment, materials, labor, and services to provide telecommunications distribution system infrastructure cable including, but not limited to copper twisted pair and multi strand fiber; System testing; Documentation and providing all equipment, materials, labor, and services, not specifically mentioned or shown, which may be necessary to complete or perfect all parts of the installation.

3.1 All work performed on this project will be installed in accordance with the current edition of the *National Electrical Code*[®], the current edition of the *National Electrical Safety Code*[®], the current issue of the *ANSI/NECA/BICSI-568 Standard for Installing Commercial Building Telecommunications Cabling*, the current edition of the *BICSI Telecommunications Distribution Methods Manual*, the current edition of the *BICSI Cabling Installation Manual*, the latest issue of the *ANSI/TIA/EIA Standards* as published by Global Engineering Documents as *ANSI/TIA/EIA Telecommunications Building Wiring Standards*, and all local codes and ordinances.

3.2 At a minimum, not limited to, design, manufacture, test, and install telecommunications infrastructure cable per manufacturer's requirements and in accordance with *NFPA-70 (National Electrical Code*[®]), state codes, local codes, requirements of authorities having jurisdiction, and particularly the following standards:

3.2.1 ANSI/NECA/ Telecommunications Cabling

3.2.2 ANSI/TIA/EIA-568-B.1 -- *Commercial Building Telecommunications Cabling Standard, Part 1: General Requirements*

3.2.3 BICSI-568 -- *Standard for Installing Commercial Building* ANSI/TIA/EIA-569-A -- *Commercial Building Standard for Telecommunications Pathways and Spaces*

3.2.4 ANSI/TIA/EIA-606(A) -- *The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings*

3.2.5 ANSI/TIA/EIA-607(A) -- *Commercial Building Grounding and Bonding Requirements for Telecommunications*

- 3.3 Install in accordance with the most recent edition of BICSI® publications: BICSI -- *Telecommunications Distribution Methods Manual*
- 3.4 Federal, state, and local codes, rules, regulations, and ordinances governing the work, are as fully part of the specifications as if herein repeated or hereto attached. If the contractor should note items in the drawings or the specifications, construction of which would be code violations, promptly call them to the attention of the State of West Virginia's representative in writing. Where the requirements of other sections of the specifications are more stringent than applicable codes, rules, regulations, and ordinances, the specifications shall apply.

4.0 **INFRASTRUCTURE CABLE SYSTEM DESCRIPTION**

Fiber Optic cable must be Systimax (or equal) and meet the following specifications. Termination hardware must be Systimax (or equal) and meet the following specifications.

ALL FIBER AND COPPER CABLE AS WELL AS ALL TERMINATION AND INSTALLATION MATERIAL USED MUST BE PLENUM RATED

Vendors will be permitted to utilize hybrid multi mode / single mode fiber optic cable configurations with the maximum strand count of 48 multi mode and 24 single mode in any one jacket.

Vendor must provide a detailed equipment list that at a minimum includes hourly labor rate, part number, part description, per part pricing and part quantity of all items used to complete this bid. It is preferred that this information be submitted with the vendor's bid. The agency reserves the right to request this information. If requested, vendors should submit the information within 48 hours of receipt of the request. Failure to submit this requested information in the given time may result in bid disqualification.

4.1 Fiber Optic Cable Specifications

4.1.1 Laser Optimized Multimode 50µm 550 Plenum Building Cable- Supports 550

Meter Channel @ 10 Gb/s

- 4.1.1.1 The cable shall support current and next-generation LAN, SAN, and WAN applications via laser-optimized 50/125- μ m optical fibers.
- 4.1.1.2 The cable shall extend the distance of low-cost 850-nm VCSEL-based electronics, supporting 1100 m at 1 Gb/s and 550 m at 10 Gb/s.
- 4.1.1.3 The application suite shall include Ethernet from 10 Mb/s to 10 Gb/s, Fiber Channel from 1 Gb/s to 10 Gb/s, and ATM/SONET/SDH from OC-1 to OC-192.
- 4.1.1.4 All fibers shall be Differential Mode Delay (DMD) tested using a high-resolution test bench that exceeds the FOTP-220 standards and is independently certified by UL®.
- 4.1.1.5 The riser cable shall be constructed with tight buffer fibers, aramid strength yarn, surrounded by a Plenum rated outer jacket.
- 4.1.1.6 The cables shall be designed for point-to-point applications as well as mid-span access, and shall provide a high-level of protection for fiber installed in the building environment.
- 4.1.1.7 The cables shall meet the following specifications:

Physical Specifications:

Fiber Count	Outer Diameter in.(mm)	Weight lbs/ft (kg/km)	Minimum Bend Radius in.(cm)		Max.Tensile Load lbs.(Newtons)		Maximum Vertical Rise Feet (Meters)
			Loaded	Unloaded	Short Term	Long Term	
6	0.19 (4.7)	14 (21)	3.7 (9.5)	1.9 (4.7)	300 (1335)	90 (400)	1640 (500)
12	0.22 (5.7)	21 (31)	4.5 (11.4)	2.2 (5.7)	300 (1335)	90 (400)	1640 (500)
24	0.55 (13.9)	107 (160)	11.0 (27.8)	5.5 (13.9)	600 (2670)	180 (801)	1640 (500)

Environmental and Mechanical

	Specification	Test Method
Operating Temperature	-40°to +70°C	FOTP - 3
Installation Temperature	20°to +70°C	N/A
Storage Temperature	-40°to +70°C	N/A
Crush Resistance	44 N/mm	FOTP - 41
Impact Resistance	20 Impacts of 2.94 N.m.	FOTP - 25
Flexing	Exceeds	FOTP - 104
Twist Bend	Exceeds	FOTP - 85

Cable Identification:

Buffer Tubes and Fibers are identified with standard color coding:

1 - Blue	5 - Slate	9 - Yellow
2 - Orange	6 - White	10 - Violet
3 - Green	7 - Red	11 - Rose
4 - Brown	8 - Black	12 - Aqua

Optical Specifications

	850 nm,max	1300 nm,max
Cabled Attenuation	3.0 dB/km	1.0 dB/km
Bandwidth by OFL	3500 MHz-km	500 MHz-km
Effective Modal Bandwidth	4700 MHz-km*	500 MHz-km
Differential Mode Delay	See Table below	1 0.88 ps/m

* Effective modal bandwidth for laser transmitters compliant to TIA/EIA-492-AAACA Annex C.1, such as those in IEEE 802.3

10-Gigabit Ethernet (10GBASE-S), INCITS 364 10-Gigabit Fiber Channel (1200-MX-SN-I), and OIF-VSR4-04 10-Gigabit SONET/SDH (OC-192 Serial Shortwave).

Table 1 Differential Mode Delay Specifications at 850 nm

DMD Template for ^R INNER = 0 μm to ^R OUTER = 23 μm	DMD Interval Mask for radial intervals: 7 – 13 μm 9 – 15 μm 11 – 17 μm 13 – 19 μm
0.14 ps/m,max.	0.11 ps/m,max.

4.1.2 Armored Laser Optimized Multimode 50 μm Metallic Sheath Supports 550 meters – 10Gb/s

- 4.1.2.1 The cable supports current and next-generation LAN, SAN, and WAN applications via laser-optimized 50/125- μm optical fibers.
- 4.1.2.2 The cable extends the distance of low-cost 850-nm VCSEL-based electronics, supporting 1100 m at 1 Gb/s and 550 m at 10 Gb/s. The application suite includes Ethernet from 10 Mb/s to 10 Gb/s, Fiber Channel from 1 Gb/s to 10 Gb/s, and ATM/SONET/SDH from OC-1 to OC-192.
- 4.1.2.3 The fibers shall be Differential Mode Delay (DMD) tested using a high-resolution test bench that exceeds the FOTP-220 standards and is independently certified by UL®.
- 4.1.2.4 The Loose Tube Metallic cable shall be armored with a corrugated polymer coated steel tape, and constructed with industry standard 3mm buffer tubes, stranded around a central strength member.
- 4.1.2.5 The armor layer shall provide added crush protection and shall meet the Telcordia requirements for Superior Armored cable.
- 4.1.2.6 The buffer tubes shall be compatible with standard hardware, cable routing and fan-out kits.
- 4.1.2.7 The cable core shall be water blocked with dry water-blocking materials, making access and handling of individual tubes easier and craft-friendly.
- 4.1.2.8 The cable shall be designed for point-to-point applications as well as mid-span access, and provide a high-level of protection for fiber installed in the outside plant environment.
- 4.1.2.9 The cable shall meet the following specifications:

Fiber Physical Specifications	
Core Diameter	50 (± 2.5) μm
Core Non-Circularity	$\leq 5\%$
Cladding Diameter	125 (± 1) μm
Core/Cladding Concentricity Error	$\leq 1.5 \mu\text{m}$
Cladding Non-Circularity	$\leq 1.0\%$
Coated Fiber Diameter (uncolored)	245 (± 10) μm
Coating/Cladding Concentricity Error	$\leq 6 \mu\text{m}$
Colored Fiber Diameter	245 (± 7) μm
Proof Test Levels	0.7 GPa minimum
Dynamic Fatigue Parameter	≥ 18
Macrobending (100 turns on a 75 mm mandrel)	$\leq 0.5\text{dB}$ @ 850 nm and 1300 nm
Operating Temperature	- 60 to 85°C
Fiber Optical Specifications	
Numerical Aperture	0.200 \pm 0.015
Effective Group Index of Refraction @ 850 nm	1.482
Effective Group Index of Refraction @ 1300 nm	1.478
Point Discontinuities @ 850 nm or 1300 nm	$\leq 0.1\text{dB}$
Minimum Bandwidth	Overfilled: 3500 MHz-km @ 850 nm Overfilled: 500 MHz-km @ 1300 nm Laser: 4700 MHz-km @ 850 nm

	Laser: 500 MHz-km @ 1300 nm
Zero Dispersion Wavelength	minimum 1297 nm maximum 1316 nm
Zero Dispersion Slope	≤ 0.101 ps/(nm ² km)

Physical Specifications:

Fiber Count	Subunits	Outer Diameter in. (mm)	Weight lbs/kft kg/km	Minimum Bend Radius		Max. Tensile Load lbs. (Newtons)		Max. Vertical Rise Feet (Meters)
				Loaded	Unloaded	Short Term	Long Term	
4 - 48	5	0.46 (11.7)	63 (94)	9.2 (23.4)	4.6 (11.7)	607 (2700)	180 (800)	2856 (871)
72	6	0.50 (12.7)	72 (107)	10.0 (25.4)	5.0 (12.7)	607 (2700)	180 (800)	2509 (765)
96	8	0.58 (14.7)	95 (141)	11.5 (29.4)	5.8 (14.7)	607 (2700)	180 (800)	1904 (580)
144	12	0.74 (18.9)	146 (217)	14.8 (37.8)	7.4 (18.9)	607 (2700)	180 (800)	1237 (377)
288	24	0.86 (21.9)	211 (315)	17.2 (43.8)	8.6 (21.9)	607 (2700)	180 (800)	852 (260)

Environmental and Mechanical:

	Specification	Test Method
Operating Temperature	-40 ^o to +70 ^o C	FOTP - 3
Installation Temperature	-20 ^o to +70 ^o C	N/A
Storage Temperature	-40 ^o to +70 ^o C	N/A
Crush Resistance	44 N/mm	FOTP - 41
Impact Resistance	Exceeds	FOTP - 25
Flexing	Exceeds	FOTP - 104
Twist Bend	Exceeds	FOTP - 85

Cable Identification:

Buffer Tubes and Fibers are identified with standard color coding:

1 - Blue	5 - Slate	9 - Yellow
2 - Orange	6 - White	10 - Violet
3 - Green	7 - Red	11 - Rose
4 - Brown	8 - Black	12 - Aqua

Buffer tubes 13 through 24 repeat the color sequence with tracer stripe: e.g. fiber 13 is blue with tracer strip

Optical Specifications

	850 nm,max	1300 nm,max
Cabled Attenuation	3.0 dB/km	1.0 dB/km
Bandwidth by OFL	3500 MHz-km	500 MHz-km
Effective Modal Bandwidth	4700 MHz-km*	500 MHz-km
Differential Mode Delay	See Table 1 below	0.88 ps/m

* Effective modal bandwidth for laser transmitters compliant to TIA/EIA-492-AAAC-A Annex C.1, such as those in IEEE 802.3 10-Gigabit Ethernet (10GBASE-S), INCITS 364 10-Gigabit Fiber Channel (1200-MX-SN-I), and OIF-VSR4-04 10-Gigabit SONET/SDH (OC-192 Serial Shortwave).

Table 1 - Differential Mode Delay Specifications at 850 nm

DMD Template for R _{inner} = 0 μm to R _{outer} = 23 μm	DMD Interval Mask for radial intervals: 7 - 13 μm 9 - 15 μm 11 - 17 μm 13 - 19 μm
0.14 ps/m,max.	0.11 ps/m,max.

4.2 COPPER MULTI PAIR CABLE SPECIFICATIONS

4.2.1 DESCRIPTION

UNSHIELDED TWISTED PAIR (UTP) CATEGORY 3 CABLE FOR USE IN BACKBONE CABLING SYSTEMS AS DESCRIBED IN TIA/EIA 568-B. THE CABLE CONSISTS OF #24 AWG SOLID BARE COPPER INSULATED CONDUCTORS, ASSEMBLED INTO TWISTED PAIRS, WITH A RIPCORD, UNDER AN OVERALL JACKET. THE PLENUM RATED CABLE IS RATED FOR USE IN AIR HANDLING DUCTS AND SPACES IN ACCORDANCE WITH ARTICLE 800 OF THE NATIONAL ELECTRICAL CODE (NEC). THE PLENUM CABLE IS UL (USA) & cUL (CANADA) LISTED FOR THIS APPLICATION BY PASSING NFPA 262/UL 910 (STEINER TUNNEL) TEST.

4.2.2 SUPPORTED APPLICATIONS

ANALOG & DIGITAL VOICE, ISDN

4.2.3 CONSTRUCTION

- a) **PRIMARIES:**
CONDUCTOR: 24 AWG (.5 mm) SOLID BARE COPPER
INSULATION: PL - PLENUM RATED THERMOPLASTIC
- b) **PAIR ASSEMBLY:**
2 PRIMARIES TWISTED IN VARIED LAYS
- c) **COLOR CODE:** SEE TABLE 1
- d) **CABLE ASSEMBLY:**
25 PAIRS CABLED TOGETHER.
>25 PAIRS — GROUPS OF 25 PAIRS
- e) **BARRIER:**
OVERAL POLYESTER TAPE
- f) **JACKET:**
PL - GRAY Plenum
- g) **LISTINGS:**
PL - UL/cUL CMP

4.2.4 PHYSICAL CHARACTERISTICS

- a) **OPERATING TEMP:** -4°F to +140°F
- b) **INSTALLATION TEMP:** +32°F to +100°F

4.2.3 ELECTRICAL CHARACTERISTICS

- a) **STANDARDS:** TIA/EIA 568-B.2 CAT 3 BACKBONE CABLE

TABLE 1

PAIR NUMBER	PAIR COLOR CODE	
1	WHITE-BLUE	BLUE-WHITE
2	WHITE-ORANGE	ORANGE-WHITE
3	WHITE-GREEN	GREEN-WHITE
4	WHITE-BROWN	BROWN-WHITE
5	WHITE-GRAY	GRAY-WHITE
6	RED-BLUE	BLUE-RED
7	RED-ORANGE	ORANGE-RED
8	RED-GREEN	GREEN-RED
9	RED-BROWN	BROWN-RED
10	RED-GRAY	GRAY-RED
11	BLACK-BLUE	BLUE-BLACK
12	BLACK-ORANGE	ORANGE-BLACK
13	BLACK-GREEN	GREEN-BLACK
14	BLACK-BROWN	BROWN-BLACK
15	BLACK-GRAY	GRAY-BLACK
16	YELLOW-BLUE	BLUE-YELLOW
17	YELLOW-ORANGE	ORANGE-YELLOW
18	YELLOW-GREEN	GREEN-YELLOW
19	YELLOW-BROWN	BROWN-YELLOW
20	YELLOW-GRAY	GRAY-YELLOW
21	PURPLE-BLUE	BLUE-PURPLE
22	PURPLE-ORANGE	ORANGE-PURPLE
23	PURPLE-GREEN	GREEN-PURPLE
24	PURPLE-BROWN	BROWN-PURPLE
25	PURPLE-GRAY	GRAY-PURPLE

4.3 Interlocking Armored Fiber-Optic Riser-Rated Premises Cable (OFCR) approved

4.3.1 Plenum rated

4.3.1.1. The plenum rated interlocking armored cable shall be used where additional protection and security is deemed necessary such as: building backbone, zone distribution, raised floor, data centers and storage area networks (SANs)

4.3.1.2. The interlocking armor shall support single mode and multimode riser rated cable. Composite riser rated cables, with any combination of sm and mm fibers shall also be supported.

4.3.1.3. The manufacturing process shall include application of a steel or aluminum interlocking armor spirally around riser-rated premises distribution cable and then shall be over-jacketed with a plenum rated sheath

4.3.1.4. The plenum rated sheath shall be color-coded to the fiber type and be printed with all relevant information on the cable contained within.

4.3.1.5. The plenum rated sheath shall allow for easier handling and pulling.

4.3.1.6. The interlocking armor and fiber cable shall be from a single manufacturer.

4.3.1.7. Available fiber counts shall range from 2 to 72, with others available at request.

Environmental and Mechanical:

	Specification	Test Method
Operating Temperature	-20°C to +70°C	FOTP - 3
Installation Temperature	0°C to +70°C	N/A
Storage Temperature	-40°C to +70°C	N/A
Crush Resistance	85 N/mm	FOTP - 41
Impact Resistance	35 N-m	FOTP - 25
Flexing	Exceeds	FOTP - 104
Cable Bend	Exceeds	FOTP - 85

Physical Specifications

Aluminum Armored Plenum Cable:

Fiber Count	Outer Diameter in. (mm)		Weight lbs/kft (kg/km)		Minimum Bend Radius in. (cm)				Max. Tensile Load lbs. (Newtons)				Maximum Vertical Rise Feet (Meters)	
					Loaded		Unloaded		Short Term		Long Term			
2	0.56	14.1	100	(148)	11.1	(28.2)	7.8	(19.7)	225	(1,001)	68	(300)	677	(206)
4	0.56	14.1	103	(154)	11.1	(28.2)	7.8	(19.7)	300	(1,335)	90	(400)	872	(266)
6	0.56	14.1	106	(158)	11.1	(28.2)	7.8	(19.7)	300	(1,335)	90	(400)	849	(259)
8	0.56	14.1	108	(160)	11.1	(28.2)	7.8	(19.7)	300	(1,335)	90	(400)	836	(255)
12	0.56	14.1	112	(166)	11.1	(28.2)	7.8	(19.7)	300	(1,335)	90	(400)	806	(246)
18	0.76	19.2	197	(294)	15.1	(38.4)	10.6	(26.8)	300	(1,335)	90	(400)	456	(139)
24	0.81	20.4	226	(336)	16.1	(40.9)	11.3	(28.6)	300	(1,335)	90	(400)	398	(121)
36	0.86	21.7	282	(420)	17.1	(43.4)	12.0	(30.4)	300	(1,335)	90	(400)	319	(97)
48	0.91	23.0	302	(449)	18.1	(46.0)	12.7	(32.2)	300	(1,335)	90	(400)	298	(91)
60	1.01	25.5	352	(524)	20.1	(51.1)	14.1	(35.7)	300	(1,335)	90	(400)	255	(78)
72	1.11	28.1	418	(622)	22.1	(56.1)	15.5	(39.3)	300	(1,335)	90	(400)	215	(66)
96	1.26	31.9	569	(847)	25.1	(63.8)	17.6	(44.6)	300	(1,335)	90	(400)	158	(48)

Steel Armored Plenum Cable:

Fiber Count	Outer Diameter in. (mm)		Weight lbs/kft (kg/km)		Minimum Bend Radius in. (cm)				Max. Tensile Load lbs. (Newtons)				Maximum Vertical Rise Feet (Meters)	
					Loaded		Unloaded		Short Term		Long Term			
2	0.56	14.1	157	(233)	11.1	(28.2)	7.8	(19.7)	225	(1,001)	68	(300)	431	(131)
4	0.56	14.1	160	(238)	11.1	(28.2)	7.8	(19.7)	300	(1,335)	90	(400)	562	(171)
6	0.56	14.1	163	(243)	11.1	(28.2)	7.8	(19.7)	300	(1,335)	90	(400)	552	(168)
8	0.56	14.1	165	(245)	11.1	(28.2)	7.8	(19.7)	300	(1,335)	90	(400)	547	(167)
12	0.56	14.1	169	(251)	11.1	(28.2)	7.8	(19.7)	300	(1,335)	90	(400)	534	(163)

18	0.76	19.2	285	(423)	15.1	(38.4)	10.6	(26.8)	300	(1,335)	90	(400)	316	(96)
24	0.81	20.4	321	(477)	16.1	(40.9)	11.3	(28.6)	300	(1,335)	90	(400)	281	(86)
36	0.86	21.7	384	(572)	17.1	(43.4)	12.0	(30.4)	300	(1,335)	90	(400)	234	(71)
48	0.91	23.0	412	(613)	18.1	(46.0)	12.7	(32.2)	300	(1,335)	90	(400)	219	(67)
60	1.01	25.5	476	(709)	20.1	(51.1)	14.1	(35.7)	300	(1,335)	90	(400)	189	(58)
72	1.11	28.1	557	(829)	22.1	(56.1)	15.5	(39.3)	300	(1,335)	90	(400)	162	(49)
96	1.26	31.9	730	(1,087)	25.1	(63.8)	17.6	(44.6)	300	(1,335)	90	(400)	123	(38)

**4.4. Single mode fiber optic Premises Cable – Zero Water Peak – Plenum
Interlocking Armored Fiber-Optic Plenum-Rated Premises Cable (OFCR) approved**

- 4.4.1. The cable shall be available in plenum type.
- 4.4.2. The premises cable shall use a standard colored tight buffered construction.
- 4.4.3. The higher fiber count cables shall utilize a sub-unitized design with color-coded sub units for easy identification.
- 4.4.4. The cable shall deliver a cost-effective upgrade path by expanding the available wavelengths by 50% and allowing up to 18 channels of CWDM (Coarse Wave Division Multiplexing) on a single fiber and up to 400 channels of DWDM (Dense Wave Division Multiplexing) on a single cable.
- 4.4.5. The cable shall operate over the entire wavelength range from 1260 nm to 1625 nm, removing the water peak (high attenuation) in the E-band, adding more than 50% in operational wavelength range over conventional single mode fiber.

Physical Specifications:

Core Diameter:	8.3 μm nominal
Cladding Diameter:	125.0 (± 0.7) μm
Core/Clad Offset:	< 0.5 μm
Cladding Non-Circularity:	< 1%
Coated Fiber Diameter:	245 (± 10) μm
Cladding/Coating Offset:	< 12 μm
Colored Fiber Diameter:	254 (± 7) μm
Proof Test:	0.7 GPa
Fiber Curl:	> 4 m
Dynamic Fatigue Parameter:	> 18
Macrobend (100 turns, 50 mm mandrel):	0.10 dB @ 1310 nm and 1550 nm
Macrobend (1 turn on a 32 mm mandrel):	0.50 dB @ 1310 nm and @ 1550 nm

Optical Specifications

Mode Field Diameter:	9.2 (± 0.3) μm @ 1310 nm 10.4 (nominal) @ 1550 nm
Group Index of Refraction:	1.466 @ 1310 nm and 1383 (± 3) nm, 1.467 @ 1550 nm
Attenuation of Tight Buffered Fibers:	0.7 dB/km @ 1310 nm 0.7 dB/km @ 1385 nm 0.7 dB/km @ 1550 nm
Maximum Dispersion:	3.5 ps/nm-km @ 1285 to 1330 nm, 18 ps/nm-km @ 1550 nm
Zero-Dispersion Wavelength:	1300 - 1322 nm
Zero-Dispersion Slope:	0.092 ps/(nm) ² km
Polarization Mode Dispersion LDV:	0.08 ps/(km) ^{1/2}

Physical Characteristics - RISER Rated:

Fiber Count	Flame Rating	Outer Diameter in.	Weight lbs/kft	Minimum Bend				Max. Tensile Load		Maximum Vertical	
				Loaded in.	Unloaded in.	Short Term lbs.	Long Term lbs.	ft	m.		
				kg/km	cm	cm	N	N			

2	Riser	0.16	4.1	8.6	12.9	3.2	8.1	1.6	4.1	225	1001	68	300	1640	500
4	Riser	0.19	4.8	13.1	19	3.8	9.5	2.0	5.1	300	1335	90	400	1640	500
6	Riser	0.20	5.1	15.2	23	4.1	10.3	2.0	5.1	300	1335	90	400	1640	500
8	Riser	0.22	5.5	17.2	26	4.3	11.0	2.2	5.5	300	1335	90	400	1640	500
12	Riser	0.23	5.8	18.8	28	4.6	11.7	2.3	5.8	300	1335	90	400	1640	500
18	Riser	0.48	12.3	99.8	148	9.7	24.6	4.8	12.3	600	2670	180	801	1640	500
24	Riser	0.56	14.1	106.7	159	11.1	28.2	5.6	14.1	600	2670	180	801	1640	500
36	Riser	0.56	14.2	118.7	177	11.2	28.4	5.6	14.2	800	3560	240	1068	1640	500
48	Riser	0.62	15.7	126.6	188	12.3	31.3	6.2	15.7	800	3560	240	1068	1640	500
60	Riser	0.70	17.7	170.8	254	13.9	35.3	7.0	17.7	1000	4450	300	1335	1640	500
72	Riser	0.77	19.6	211.2	314	15.4	39.1	7.7	19.6	1000	4450	300	1335	1421	433
96	Riser	0.92	23.4	308.6	459	18.4	46.7	9.2	23.4	1000	4450	300	1335	972	296
144	Riser	1.00	25.3	309.8	461	19.9	50.6	10.0	25.3	1000	4450	300	1335	968	295

Physical Characteristics - PLENUM Rated

2	Plenum	0.15	3.9	8.8	13.1	3.1	7.8	1.5	3.9	225	1001	68	300	1640	500
4	Plenum	0.17	4.4	12.2	18	3.4	8.7	1.7	4.4	300	1335	90	400	1640	500
6	Plenum	0.19	4.8	15.1	22	3.8	9.7	1.9	4.8	300	1335	90	400	1640	500
8	Plenum	0.20	5.1	16.8	25	4.0	10.2	2.0	5.1	300	1335	90	400	1640	500
12	Plenum	0.22	5.7	20.8	31	4.5	11.4	2.2	5.7	300	1335	90	400	1640	500
18	Plenum	0.45	11.4	82.5	123	9.0	22.8	4.5	11.4	600	2670	180	801	1640	500
24	Plenum	0.52	13.1	108.1	161	10.3	26.3	5.2	13.1	600	2670	180	801	1640	500
36	Plenum	0.54	13.7	128.4	191	10.8	27.4	5.4	13.7	800	3560	240	1068	1640	500
48	Plenum	0.59	15.1	137.7	205	11.9	30.2	5.9	15.1	800	3560	240	1068	1640	500
60	Plenum	0.68	17.2	189.7	282	13.6	34.4	6.8	17.2	1000	4450	300	1335	1581	482
72	Plenum	0.75	19.1	237.1	353	15.1	38.2	7.5	19.1	1000	4450	300	1335	1265	386
96	Plenum	0.90	23.0	360.8	537	18.1	45.9	9.0	23.0	1000	4450	300	1335	831	253
144	Plenum	0.95	24.1	330.8	492	19.0	48.2	9.5	24.1	1000	4450	300	1335	907	276

5.0 GROUNDING

Cable tray grounding must conform to the *National Electrical Code*® 2005 – article 392.7 Grounding

Grounding must conform to ANSI/TIA/EIA 607(A) – *Commercial Building Grounding and Bonding Requirements for Telecommunications*, *National Electrical Code*®, ANSI/NECA/BICSI-568 and manufacturer’s grounding requirements at a minimum.

Vendor must bond to the TMGB (Telecommunications Main Grounding Busbar) in room MB 66. The TMGB will be installed in the center of the northern wall a minimum of eight (8) feet above the floor. Vendor will be required to bond and ground equipment racks, housings, messenger cables, and raceways to the TGB ground system via #6 AWG green insulated copper grounding conductor.

Vendor must bond to the TGB (Telecommunications Grounding Busbar) in room all equipment rooms served by the solid trough cable tray. The TGB will be installed in the center of the wall designated by WVOT at a minimum of eight (8) feet above the floor. Vendor will be required to bond and ground equipment racks, housings, messenger cables, and raceways to the TGB ground system via #6 AWG green insulated copper grounding conductor.

6.0 LABELING

Labeling shall conform to ANSI/TIA/EIA-606(A) standards and in addition, provide the following:

- 6.1 Labels shall be machine-printed. Hand-lettered labels shall not be acceptable.
- 6.2 Labels shall be affixed to the infrastructure cable at a minimum of every twenty (20) feet.

6.3 Labels shall be at least one (1) inch high black lettering on a white background.

7.0 AS – BUILT DRAWINGS

Three (3) sets of as-built drawing shall be delivered to the State of West Virginia within four (4) weeks of acceptance of project by the State of West Virginia. A set of as-built drawings shall be provided to the State of West Virginia in electronic media form and utilizing CAD software that is acceptable to the State of West Virginia. Within six (6) weeks of acceptance of the project the electronic media must be delivered to the State of West Virginia.

8.0 FIRESTOPPING MATERIALS

All firestopping will be accomplished using Wiremold flamestopper units or equal.

<http://www.wiremold.com/flamestopper/home.asp>

http://www.wiremold.com/shared_content/pdf/ed1312.pdf

All firestop must have a 4 hour rating.

The amount of firestop units required will equal or exceed the capacity of the largest cable tray that is served by the penetration.

No more than a 70% fill rate is allowed on any firestop unit.

Firestopping will be installed in phase one.

Phase two will be responsible for maintaining the integrity of the installed firestopping.

Both phases have the same requirements.

Firestopping is required at all locations the cable tray pathway penetrates a wall.

Products shall fill holes, spaces, and voids (hereinafter referenced as cavities) at communications penetrations. Firestopping materials shall also provide adhesion to substrates and maintain fire and smoke seal under normal expected movements of substrates, conduits, and cables.

9.0 FIRESTOPPING

9.1 **General**

9.1.1 New and existing raceways, cable trays, and cables for power, data, and communications systems penetrating non-rated and fire-rated floors, walls, and other partitions of building construction shall be firestopped where they penetrate new or existing building construction.

9.1.2 Firestopping shall be accomplished by using a combination of materials and devices, including penetrating raceway, cable tray, or cables, required to make up complete firestop.

9.1.3 Verify that cabling and other penetrating elements and supporting devices have been completely installed and temporary lines and cables have been removed.

9.2 **Installation**

9.2.1 Select appropriate type or types of through penetration firestop devices or systems appropriate for each type of communications penetration and base each selection on criteria specified herein.

9.2.2 Selected systems shall not be less than the hourly time delay ratings indicated in the Contract Documents for each respective fire-rated floor, wall, or other partition of building construction. Firestop for each type of communications penetration shall conform to requirements of an independent testing laboratory design drawing or manufacturer's approved modification when used in conjunction with details shown on the Drawings.

9.2.3 Perform all necessary coordination with trades constructing floors, walls, or other partitions of building construction with respect to size and shape of each opening to be constructed and device or system approved for use in each instance.

9.2.4 Coordinate each firestop selection with adjacent Work for dimensional or other interference and for feasibility. In areas accessible to public and other "finished" areas, firestop systems Work shall be selected, installed, and finished to the quality of adjacent surfaces of building construction being penetrated.

9.2.5 Use materials that have no irritating or objectionable odors when firestopping is required in existing buildings and areas that are occupied.

9.2.6 Provide damming materials, plates, wires, restricting collars, and devices necessary for proper installation of firestopping. Remove combustible installation aids after firestopping material has cured.

9.2.7 All firestops shall be installed in accordance with the manufacturer's instructions in order to maintain the specific rating assigned by the independent testing laboratory.

9.3 Additional requirements for existing penetrations are as follows:

9.3.1 Existing raceways, cable trays, and cabling that penetrate existing building construction shall be firestopped to the extent necessary to fill cavities that may exist between existing building construction and existing communications penetrations or existing conduit sleeve, and between existing conduits and existing conduit sleeve.

9.3.2 Assemblies consisting of individual steel hat type restricting collars filled with intumescent type materials that completely surround communications penetration shall be used for nonmetallic raceways and cabling.

9.4 If required by inspecting authorities:

9.4.1 Expose and remove firestopping to the extent directed by inspecting authority to permit his or her inspection.

9.4.2 Reinstall new firestopping and restore Work where removed for inspection.

10. SLEEVES

10.1 Provide sleeves for new conduit and cable penetrations of building construction.

10.1.1 Openings to accept sleeves in new building construction will be formed in building construction by the Contractor for General Construction work. Openings to accept sleeves in existing building construction shall be provided under this division of the Specifications. Refer to Article, CUTTING AND PATCHING in this Section.

10.1.2 Use electrical metallic tubing sleeves for penetrations through exterior masonry/concrete walls and foundations, concrete floor slabs on grade and above grade, and concrete-filled decks.

10.1.3 Use only fire-rated listed assemblies for the type of sleeve being installed through CMU walls or gypsum walls for communications penetrations. Sleeve type shall be electrical metallic tubing.

10.2 Where conduits are installed before building construction being penetrated, install sleeves loose around conduits.

10.2.1 Split, fit, and weld steel sleeves over existing conduits.

10.3. Secure sleeves firmly in place using filling and patching materials (grout) that match with surrounding construction.

10.4 In floor penetrations, extend sleeve 4" above finished floor unless noted otherwise. In wall penetrations, cut sleeves flush with wall surface and use metal escutcheon plates in finished interior areas.

10.5 Seal voids between sleeves and building construction with joint sealants. Make allowances for and coordinate the Work with installation of firestopping, conduit insulation, and waterproofing, as applicable.

10.6 The Contractor shall be fully responsible for final and correct location of sleeves.

10.6.1 Sleeves which are omitted or incorrectly located in existing building construction, shall be corrected and provided by the Communications Contractor.

11.0 PENETRATIONS OF BUILDING SURFACES

11.1 Fire-resistant Areas

11.1.1 Provide through-penetration firestop systems for penetrations through fire-rated walls, floors, and other partitions of building construction as specified in Article, FIRESTOPPING in this Section.

11.1.2 In walls or partitions with 2-hour or less fire ratings, provide only metallic outlet or device boxes installed per UL Fire Resistance Director, NEC, and other national building code requirements.

11.2. Firestopping

11.2.1 Manufacturer's technical data for each product including product description, specifications including labeling or listing by an agency acceptable to the Engineer/Designer, and storage requirements.

11.2.2 Firestop design basis documentation that shall include schedule indicating each type of communication penetration, type of building construction being penetrated including the hourly resistance rating of floor, wall, or other partition of building construction into which firestop design will be installed, and firestop device or system proposed for use.

11.2.3 Applicable design drawings by Engineer/Designer-approved testing laboratories.

11.2.4 Installation Procedures and Material Safety Data Sheets shall be included with products delivered to the job site.

11.2.5 Include in project's maintenance manuals, maintenance data that may be published by manufacturer.

12.0 FIRESTOP REFERENCES

The vendor must adhere to the following guidelines:

ASTM E814, Standard Method of Fire Tests of Through-Penetration Firestops.

UL 1479, Fire Tests of Through-Penetration Firestops.

UL Fire Resistance Directory: Through Penetration Firestop Devices (XHCR) and Through Penetration Firestop Systems (XNEZ).

ASTM E 119, Fire Tests of Building Construction and Materials (for fire-rated architectural barriers).
2002 NFPA National Electrical Code, Section 800-52, Paragraph 2(B), *Spread of Fire and Products of Combustion*.

ANSI/NECA/BICSI-568, Standard for Installing Commercial Building Telecommunications Cabling, Section 5, Clause 5.1 through 5.2.3, *Firestopping*

2000 edition of the BICSI Telecommunications Distribution Methods Manual, Chapter 15, *Firestopping*.

Factory Mutual Approval Guide.

ULC List of Equipment and Materials, VOL. II.

Installed firestopping systems shall meet approval of authorities having jurisdiction.

13.0 REMOVAL AND REPLACEMENT OF EXISTING CEILINGS

13.1 Carefully remove entire existing ceilings in the main unit, which will be inclusive of the areas adjacent to the existing cafeteria space to perform the work. In the East and West Wing areas carefully remove existing ceilings as required to install cable tray. Store removed tiles in an area designated by the State of West Virginia. Modify and augment existing suspension systems as necessary. The ceiling tiles in the Main Unit will be considered trash. The vendor will dispose of the removed tiles in a designated area or dumpster.

13.2 Restoration of the ceiling systems to their original finish in the main unit, which will be inclusive of the areas adjacent to the cafeteria space, is not part of this procurement.

13.3 Restoration of the ceiling systems to their original finish in the East and West Wing areas will be a requirement of this RFQ. The original tiles may be put back up in the basement wings if they are not damaged during removal.

14.0 CUTTING AND PATCHING

14.1 Provide openings, cutting, coring, and patching of openings in existing building construction as required. Patching includes openings and voids left in existing construction as a result of demolition.

14.2 The Work shall include necessary assemblies and materials to maintain required fire ratings.

14.3 Perform cutting as to not impair structural stability of building construction and systems. Do not drill holes or weld attachments to beams and other structural members without prior written approval from the State of West Virginia's Representative.

14.4 The Work shall be done by crafts persons skilled in the particular trades affected.

14.5 Patching materials shall match existing materials in type and quality. Patching shall be done in a manner to match appearance of adjacent surfaces.

14.6 The successful vendor is only responsible for openings in walls that the vendor makes.

15.0 CLEANING

15.1 Cleaning shall be performed to the satisfaction of the State of West Virginia's Representative.

15.2 Unless otherwise indicated, clean shall mean free of dust, dirt, mud, debris, oil, grease, residues, and contamination. Acceptability shall be determined by sight, touch, and wiping with a clean soft cloth and suitable cleaning agent.

16.0 PAINTING

16.1 Touch up marred and bared surfaces of primed, galvanized, and finish painted equipment, materials, and accessories installed.

16.2 Restore patched surfaces as close to the original condition and finish as reasonably possible. Where patching occurs in smooth painted surface, extend final paint coat over entire unbroken surface containing patch, after patched area has received two coats of primer and two coats of finished paint.

17.0 Hours can be flexible and varied but must be approved by Protective Services, General Services and Office of Technology.

18.0 Suddenlink will provide hard-line cable – vendor will install with cable from this project. Suddenlink will terminate the placed cable. The only requirement is for the vendor to place the provided cable into the tray to designated rooms.

19.0 The State will provide space for staging of materials on site, but will not be responsible for staged materials.

20.0 All termination hardware will be accomplished using Systimax products or equal. The State has included in this document additional information for the rooms. All installed copper pairs and fiber strands must be terminated and tested to manufactures specifications and be plenum rated.

Infrastructure Cabling Requirements

All copper pair counts and fiber strand counts

NOTE* terminate in and extend from Room MB 99*** NOTE**

(except where noted with a *)

to each designated room where all pair counts and fiber strand counts terminate.

Main Unit

MB 44	Copper Cat 3	200 Pair
	Copper Cat 6	16 Pair
	Fiber Multi Mode	12 Strand
	Fiber Single Mode	6 Strand

*1 These cables will run between MB 44 and listed room

MB 2 SW *1	Copper Cat 3	50 Pair
	Copper Cat 6	16 Pair

MB 2 NW *1	Copper Cat 3	50 Pair
	Copper Cat 6	16 Pair

MB 3 SW *1	Copper Cat 3	50 Pair
	Copper Cat 6	16 Pair

MB 3 NW *1	Copper Cat 3	50 Pair
	Copper Cat 6	16 Pair

MB 99	Copper Cat 3	200 Pair
	Copper Cat 6	16 Pair
	Fiber Multi Mode	12 Strand
	Fiber Single Mode	6 Strand

*2 These cables will run between MB 99 and listed room

MB 2 SE *2	Copper Cat 3	50 Pair
	Copper Cat 6	16 Pair

MB 2 NE *2	Copper Cat 3	50 Pair
	Copper Cat 6	16 Pair

MB 3 SE *2	Copper Cat 3	50 Pair
	Copper Cat 6	16 Pair

MB 3 NE *2	Copper Cat 3	50 Pair
	Copper Cat 6	16 Pair

East Wing

EB 61	Copper Cat 3	400 Pair
	Copper Cat 6	24 Pair
	Fiber Multi Mode	12 Strand
	Fiber Single Mode	6 Strand

EB 90	Copper Cat 3	50 Pair
	Copper Cat 6	16 Pair
	Fiber Multi Mode	96 Strand
	Fiber Single Mode	48 Strand

1 EA	Copper Cat 3	50 Pair
	Copper Cat 6	16 Pair
	Fiber Multi Mode	6 Strand
	Fiber Single Mode	6 Strand

West Wing

WB 04	Copper Cat 3	400 Pair
	Copper Cat 6	24 Pair
	Fiber Multi Mode	96 Strand
	Fiber Single Mode	48 Strand

1 WA	Copper Cat 3	50 Pair
	Copper Cat 6	16 Pair
	Fiber Multi Mode	6 Strand
	Fiber Single Mode	6 Strand

Terminating Unit Requirements

These units with associated hardware will be used for infrastructure terminations

Room MB 99

Copper Terminations

Chatsworth Products Inc.

- One XLBET 110A BLOCK MOUNTING SYSTEM
Part number 11810-X36 Kit
(3600 pair/12 blocks/single sided) consists of:
- (1) 23" Standard Rack, 6" deep (P/N 66383-X03)
 - (6) XLBET Mounting Bars (P/N 11770-X23)
 - (3) XLBET Small Wire Managers (P/N 11771-X23)
 - (3) XLBET Large Wire Managers (P/N 11772-X23)

SYSTEMAX GigaSPEED XL

- Two PM-GS3-48
PATCHMAX GS3 Patch Panel with Termination Manager - 48-Port 8
Modules 760062364

Fiber Termination

SYSTEMAX 600G2 System

Single Mode East Wing

- One 600G2-1U-MOD-SD 600G2 Modular Shelf, 1U, Slide 760028324
Two RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray for 1U
Shelf 760039867
Four MODG2-12LC-SM-PT G2 Module with 12LC TeraSPEED Pigtailes
760031039

Multi Mode East Wing

- One 600G2-2U-MOD-SD 600G2 Modular Shelf, 2U, Slide 760032086
Two RS-4AF-16SF RoloSplice Kit E/W 4x Fusion Splice Tray for 2U
Shelf 760031856
Eight MODG2-12LC-LS-PT G2 Module with 12LC LazrSPEED 550
Pigtailes 760027748

Single Mode West Wing

- One 600G2-1U-MOD-SD 600G2 Modular Shelf, 1U, Slide 760028324
Two RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray for 1U
Shelf 760039867
Four MODG2-12LC-SM-PT G2 Module with 12LC TeraSPEED Pigtailes
760031039

Multi Mode West Wing

- One 600G2-2U-MOD-SD 600G2 Modular Shelf, 2U, Slide 760032086
Two RS-4AF-16SF RoloSplice Kit E/W 4x Fusion Splice Tray for 2U
Shelf 760031856

Eight MODG2-12LC-LS-PT G2 Module with 12LC LazrSPEED 550
Pigtails 760027748

Room MB 99

Copper Terminations

SYSTIMAX GigaSPEED XL

Three PM-GS3-24
PATCHMAX GS3 Patch Panel with Termination Manager - 24-Port 4 Modules
760062356

One 110PA2-300FT 24.68 in (62.69 cm) Field Terminated 5 300 107058802

Fiber Terminations

SYSTIMAX 600G2 System

Single Mode

One 600G2-1U-MOD-SD 600G2 Modular Shelf, 1U, Slide 760028324
One RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray for 1U
Shelf 760039867
One MODG2-12LC-SM-PT G2 Module with 12LC TeraSPEED Pigtails
760031039

Multi Mode

One MODG2-12LC-LS-PT G2 Module with 12LC LazrSPEED 550
Pigtails 760027748

Room MB 44

Copper Terminations

SYSTIMAX GigaSPEED XL

Three PM-GS3-24
PATCHMAX GS3 Patch Panel with Termination Manager - 24-Port 4
Modules 760062356

One 110PA2-300FT 24.68 in (62.69 cm) Field Terminated 5 300
107058802

Fiber Terminations

SYSTIMAX 600G2 System

Single Mode

One 600G2-1U-MOD-SD 600G2 Modular Shelf, 1U, Slide 760028324
One RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray for 1U
Shelf 760039867
One MODG2-12LC-SM-PT G2 Module with 12LC TeraSPEED Pigtails
760031039

Multi Mode

One MODG2-12LC-LS-PT G2 Module with 12LC LazrSPEED 550
Pigtails 760027748

East Wing

Room EB 90

Copper Terminations

GigaSPEED XL

- One PM-GS3-24
PATCHMAX GS3 Patch Panel with Termination Manager - 24-Port 4
Modules 760062356

Fiber Terminations

SYSTIMAX 600G2 System

Single Mode

- One 600G2-1U-MOD-SD 600G2 Modular Shelf, 1U, Slide 760028324
- Two RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray for 1U Shelf
760039867
- Four MODG2-12LC-SM-PT G2 Module with 12LC TeraSPEED Pigtailes
760031039

Multi Mode

- One 600G2-2U-MOD-SD 600G2 Modular Shelf, 2U, Slide 760032086
- Two RS-4AF-16SF RoloSplice Kit E/W 4x Fusion Splice Tray for 2U
Shelf 760031856
- Eight MODG2-12LC-LS-PT G2 Module with 12LC LazrSPEED 550
Pigtailes 760027748

Room EB 61

Copper Terminations

GigaSPEED XL

- One PM-GS3-24
PATCHMAX GS3 Patch Panel with Termination Manager - 24-Port 4
Modules 760062356
- One 110PA2-900FT 61.70 in (156.72 cm) Field Terminated 5 900
107058851

Fiber Terminations

SYSTIMAX 600G2 System

Single Mode

- One 600G2-1U-MOD-SD 600G2 Modular Shelf, 1U, Slide 760028324
- One RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray for 1U
Shelf 760039867
- One MODG2-12LC-SM-PT G2 Module with 12LC TeraSPEED Pigtailes
760031039

Multi Mode

One MODG2-12LC-LS-PT G2 Module with 12LC LazrSPEED 550
Pigtails 760027748

West Wing**Room WB 04**Copper Terminations**GigaSPEED XL**

One PM-GS3-24
PATCHMAX GS3 Patch Panel with Termination Manager - 24-Port 4
Modules 760062356

One 110PA2-900FT 61.70 in (156.72 cm) Field Terminated 5 900
107058851

Fiber Terminations**SYSTIMAX 600G2 System**Single Mode

One 600G2-1U-MOD-SD 600G2 Modular Shelf, 1U, Slide 760028324

Two RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray for 1U Shelf
760039867

Four MODG2-12LC-SM-PT G2 Module with 12LC TeraSPEED Pigtails
760031039

Multi Mode

One 600G2-2U-MOD-SD 600G2 Modular Shelf, 2U, Slide 760032086

Two RS-4AF-16SF RoloSplice Kit E/W 4x Fusion Splice Tray for 2U
Shelf 760031856

Eight MODG2-12LC-LS-PT G2 Module with 12LC LazrSPEED 550
Pigtails 760027748

Optional Miscellaneous (Prices Only)

Systemax Items

Ten Reels	2091004AYL R1000 4 Yellow 1,000 ft (305 m) Reel	760024224
Ten Reels	2071E Category 6 Gigaspeed XL Plenum Cable	700210081
Ten Reels	2061 Category 5E PowerSum Plenum Cable	760049585
Twenty	MPS100E Modular PowerSum Information Outlet	108232778
Twenty	MGS400 Series Gigaspeed XL Information Outlet	700206758
Twenty	MGS500-123 Information Outlet Yellow	760023572
Ten	M13FP-246 Single Gang Frame Ivory	760010017
Ten	M102SMB-B-246 Electrical Ivory	107984049
One	PoE 2400G 24-Port Device w Remote Management	760031591
One	47U 600 x 800 mm Cabinet V2	999902097
One	RK100A RACK 19 in Black 45U 84 in 3 in 750 lbs 32 lbs	108527441
One	RK130A RACK 19 in Black 45U 84 in 6 in 750 lbs 38 lbs	108867151
One	GV100A Std Vertical CA Mgr, Single Sided Black 7 ft	108527560
Ten pkgs	5-Pair (110C-5) Connecting Blocks 10/pkg 103801254	
Twelve	110 Wiring Block 110AW2-300 300 A 107059917	
1000 feet	6 strand multi mode fiber as per RFQ specifications	
1000 feet	6 strand single mode fiber as per RFQ specifications	
Five	1100GS3-24 Gigaspeed XL Modular Patch Panel 24 Port	760062372
Five	1100GS3-48 Gigaspeed XL Modular Patch Panel 48 Port	760062380
Five	1100PSCAT5E-24 Cat 5E PowerSum Patch Panel 24 Port	108208919
Five	1100PSCAT5E-48 Cat 5E PowerSum Patch Panel 48 Port	108208935

Copper Cat 3 Cable Price

1000 feet	300 pair 24ga. Plenum rated
1000 feet	200 pair 24ga. Plenum rated
1000 feet	100 pair 24ga. Plenum rated
1000 feet	50 pair 24ga. Plenum rated

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Agency
REQ.P.O# ISCG0192

BID BOND

Verizon Business Financial Management or Verizon Business Network Services, Inc. on behalf of Verizon Select Services, Inc.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,

One Verizon Way, Basking Ridge, NJ 27920-1097, as Principal, and Safeco Insurance Company of America of Safeco Plaza, Seattle, WA 98185, a corporation organized and existing under the laws of the State of Washington with its principal office in the City of Seattle, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5% of Amount Bid) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Phase 2 of Project. Project consist of installation, testing, and acceptance of the telecommunications distribution system infrastructure cable.

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this 20th day of June, 2007.

Principal Corporate Seal

Verizon Business Financial Management or Verizon Business Network Services, Inc. on behalf of Verizon Select Services, Inc.

(Name of Principal)

By Marcus R. Veatch

(Must be President or Vice President)

Marcus R. Veatch, Vice President - Taxes
(Title)

Surety Corporate Seal

Safeco Insurance Company of America

(Name of Surety)

Mmanuel Jones
Mmanuel Jones Attorney-In-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals must be affixed, a power of attorney must be attached.



POWER OF ATTORNEY

Safeco Insurance Company of America
General Insurance Company of America
Safeco Plaza
Seattle, WA 98185

KNOW ALL BY THESE PRESENTS:

No. 13030

That SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA, each a Washington corporation, does each hereby appoint

*****ALLISON L. PAIGE; MYRNA L. SMITH; BRIAN ST. CLAIR; RACHEL COLE; BARBARA FEIT; MENUEL JONES; ERIN M. MARGELIS; Washington, District of Columbia*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, SAFECO INSURANCE COMPANY OF AMERICA and GENERAL INSURANCE COMPANY OF AMERICA have each executed and attested these presents

this 26th day of February 2007

Handwritten signature of Stephanie Daley-Watson

Handwritten signature of T. Mikolajewski

STEPHANIE DALEY-WATSON, SECRETARY

TIM MIKOLAJEWSKI, SENIOR VICE-PRESIDENT, SURETY

CERTIFICATE

Extract from the By-Laws of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
(ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
(iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Stephanie Daley-Watson, Secretary of SAFECO INSURANCE COMPANY OF AMERICA and of GENERAL INSURANCE COMPANY OF AMERICA, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 20th day of JUNE 2007



Handwritten signature of Stephanie Daley-Watson

STEPHANIE DALEY-WATSON, SECRETARY

Safeco® and the Safeco logo are registered trademarks of Safeco Corporation.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
of _____, _____, as Principal, and _____
of _____, _____, a corporation organized and existing under the laws of the State of _____
with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of _____ (\$ _____) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for

NOW THEREFORE,

- (a) If said bid shall be rejected, or
- (b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached
hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the
agreement created by the acceptance of said bid, then this obligation shall be null and void, otherwise this obligation shall remain in full
force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event,
exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no
way impaired or affected by any extension of the time within which the Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this

_____ day of _____, 20_____.

Principal Corporate Seal

(Name of Principal)

By _____

(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals
must be affixed, a power of attorney must be attached.**

BID BOND PREPARATION INSTRUCTIONS

AGENCY _____ (A)
RFQ/RFP# _____ (B)

Bid Bond

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
- (C) Your Company Name
- (D) City, Location of your Company
- (E) State, Location of your Company
- (F) Surety Corporate Name
- (G) City, Location of Surety
- (H) State, Location of Surety
- (I) State of Surety Incorporation
- (J) City of Surety Incorporation
- (K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
- (L) Amount of bond in figures
- (M) Brief Description of scope of work
- (N) Day of the month
- (O) Month
- (P) Year
- (Q) Name of Corporation
- (R) Raised Corporate Seal of Principal
- (S) Signature of President or Vice President
- (T) Title of person signing
- (U) Raised Corporate Seal of Surety
- (V) Corporate Name of Surety
- (W) Counter Signature by WV agent
- (X) Signature of Attorney in Fact of the Surety

NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this bid bond.

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____ (C) of _____ (D), _____ (E), as Principal, and _____ (F) of _____ (G), _____ (H), a corporation organized and existing under the laws of the State of _____ (I) with its principal office in the City of _____ (J), as Surety, are held and firmly bound unto The State of West Virginia, as Obligee, in the penal sum of _____ (K) (\$ _____ (L)) for the payment of which, well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof to enter into a contract in writing for _____ (M)

NOW THEREFORE.

(a) If said bid shall be rejected, or
(b) If said bid shall be accepted and the Principal shall enter into a contract in accordance with the bid or proposal attached hereto and shall furnish any other bonds and insurance required by the bid or proposal, and shall in all other respects perform the agreement created by the acceptance of said bid then this obligation shall be null and void, otherwise this obligation shall remain in full force and effect. It is expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated

The Surety for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of time within which the Obligee may accept such bid: and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this _____ (N) day of _____ (O), 20 _____ (P).

Principal Corporate Seal	_____ (O)
	(Name of Principal)
(R)	By _____ (S)
	(Must be President or Vice President)
	_____ (T)
	Title
(U)	_____ (V)
Surety Corporate Seal	(Name of Surety)
Countersigned:	
_____ (W)	_____ (X)
Resident West Virginia Agent	Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Corporate seals must be affixed, a power of attorney must be attached, and a West Virginia resident must sign or countersign.

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

West Virginia Code §5A-3-10a states: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions. "Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities. "Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceed five percent of the total contract amount.

EXCEPTION: The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING: Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

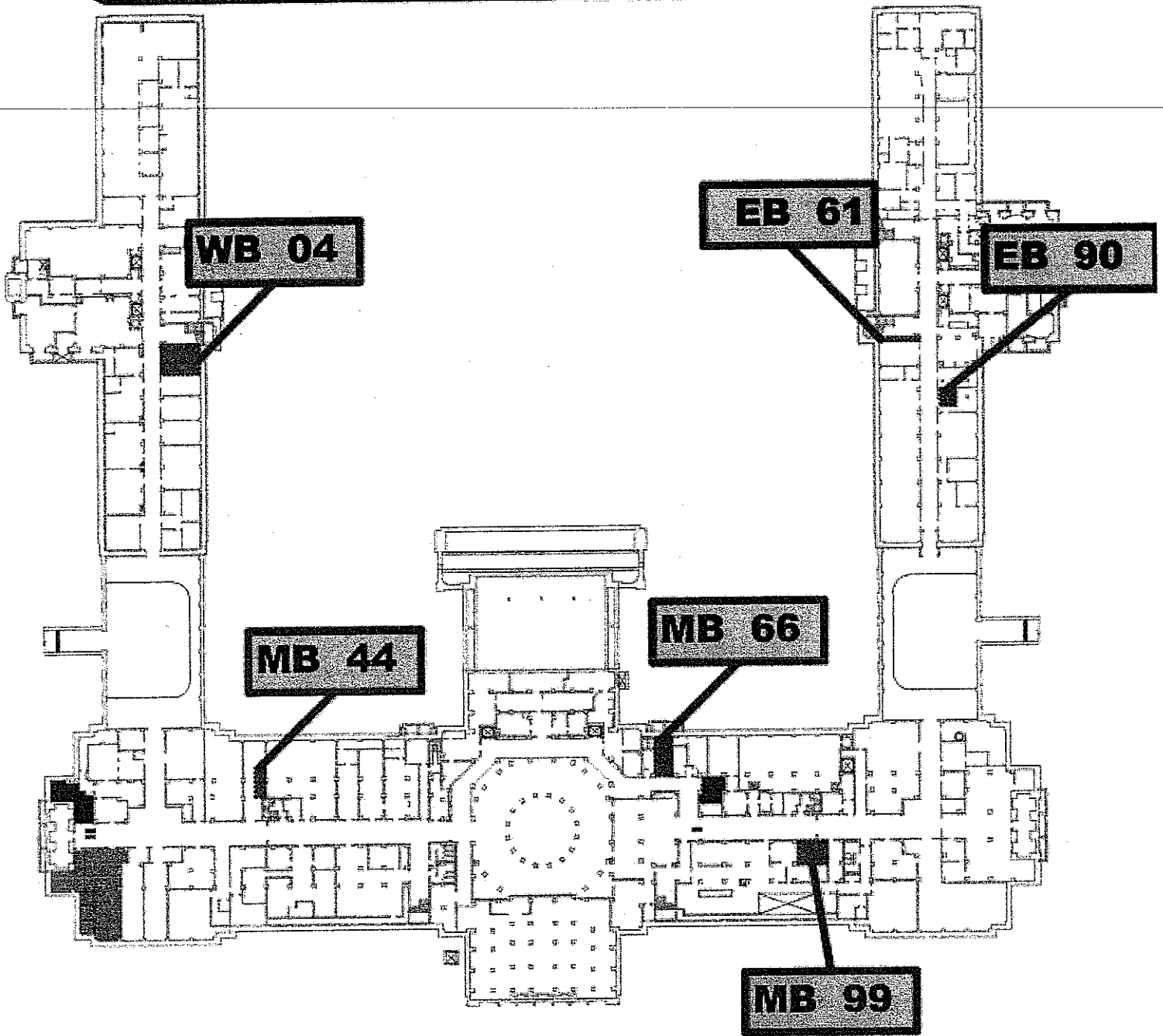
CONFIDENTIALITY: The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

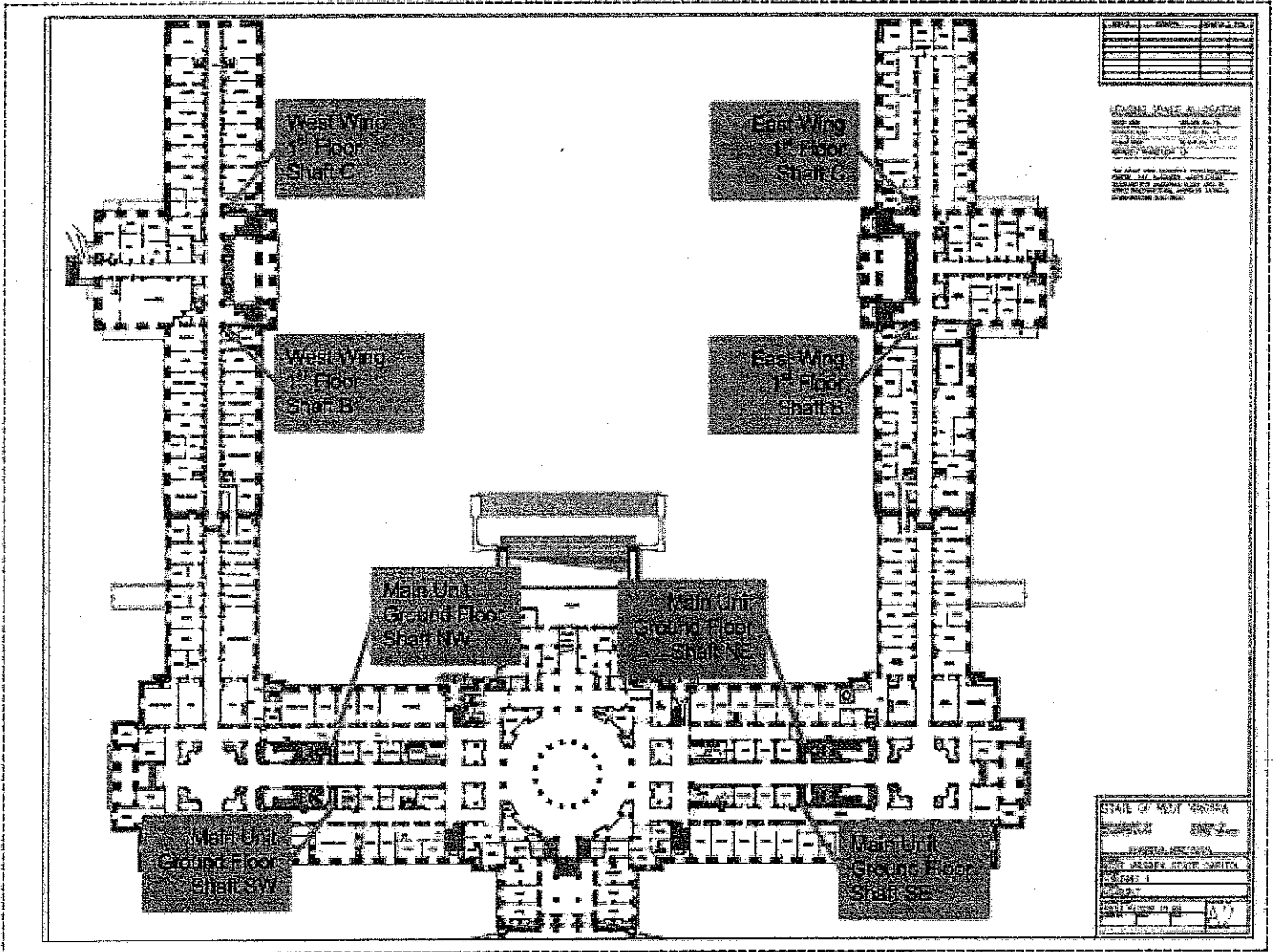
Vendor's Name: Verizon Select Services Inc

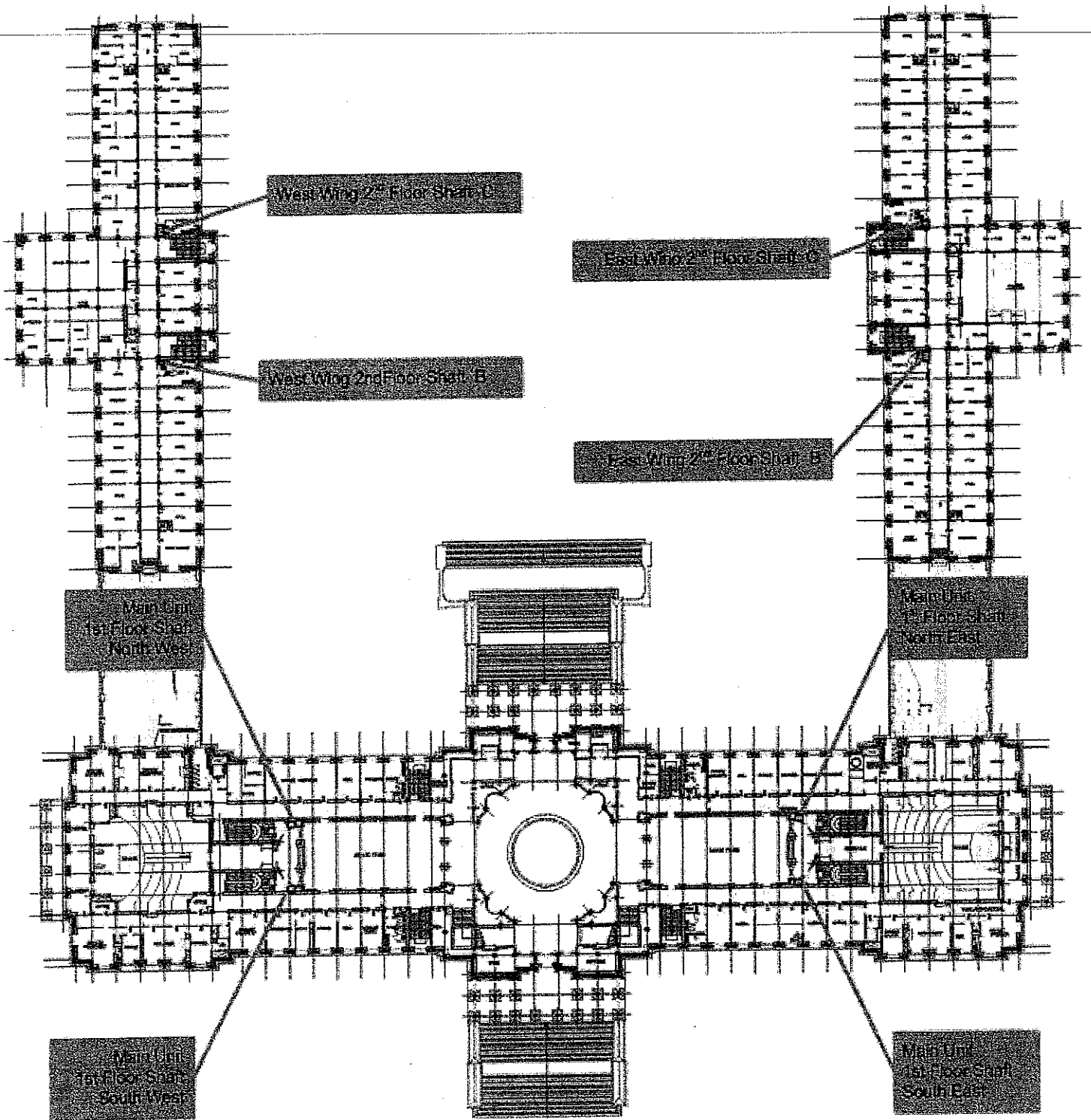
Authorized Signature: Suleman Nassami Date: 6/20/07

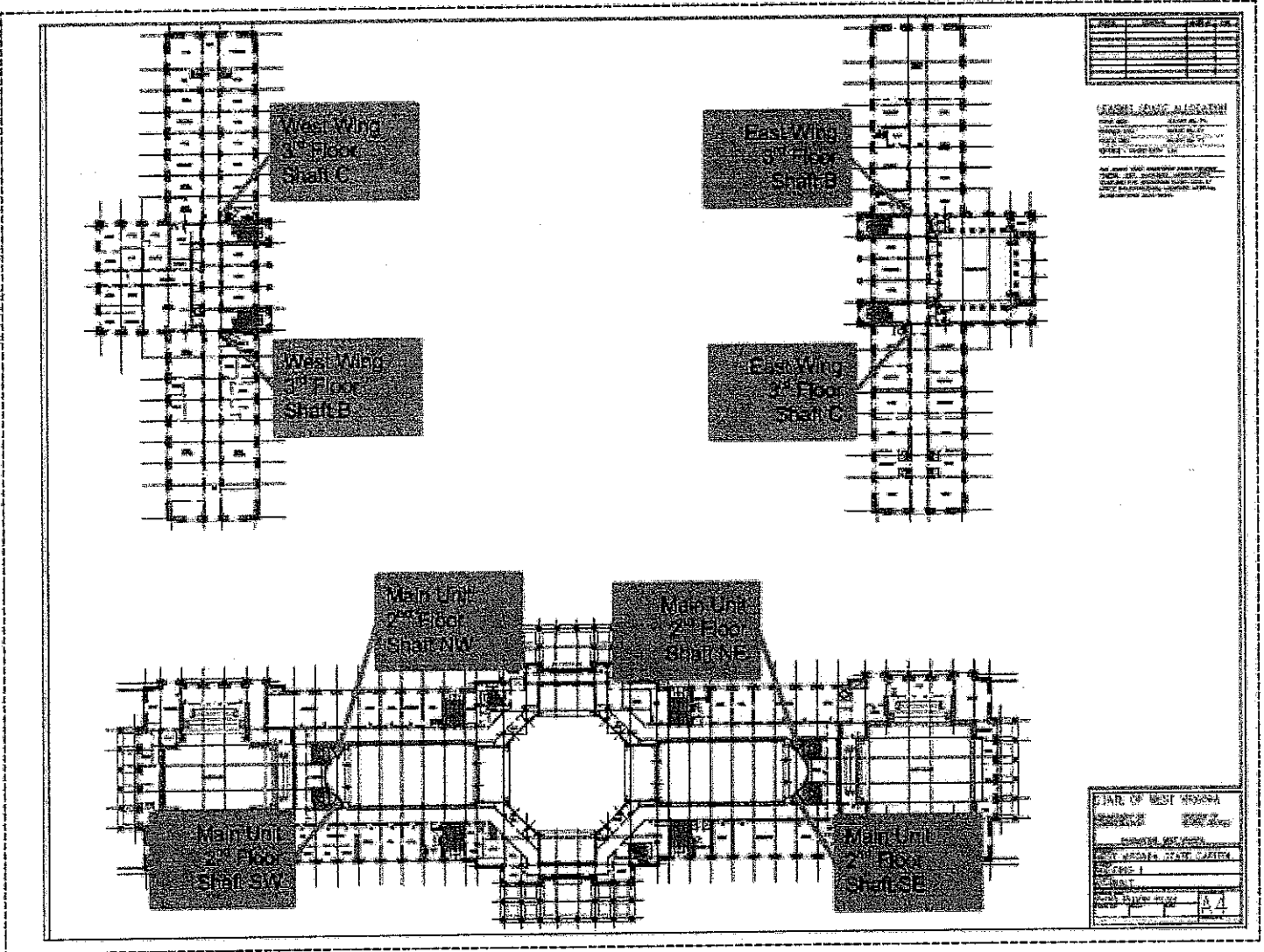
Drawing is for room designations only



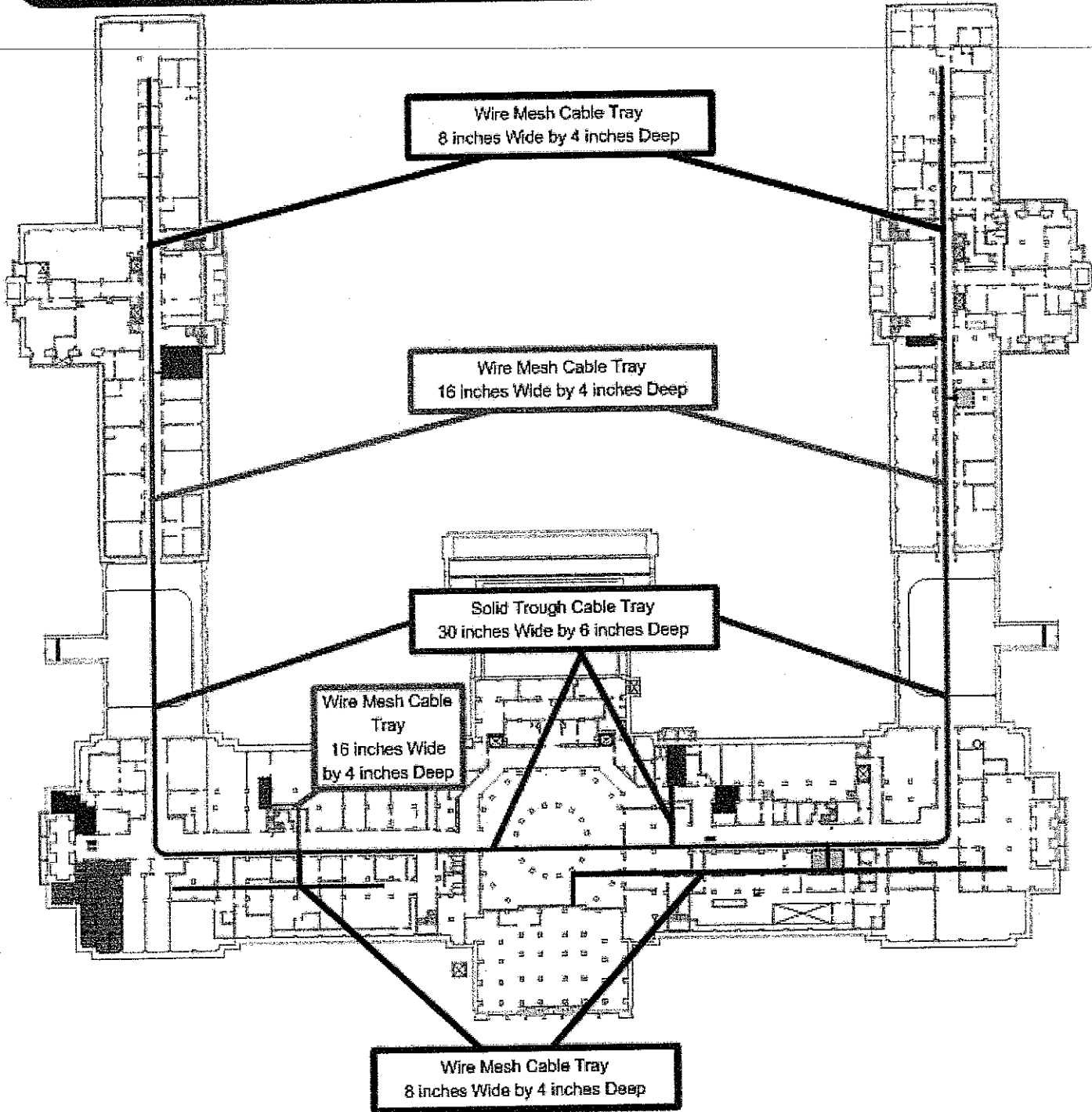
THESE DRAWINGS ARE AVAILABLE IN COLOR CODED FORMAT ON CD. TO REQUEST A COPY OF THIS CD, CONTACT THE BID REQUEST LINE AT 304-558-2063.



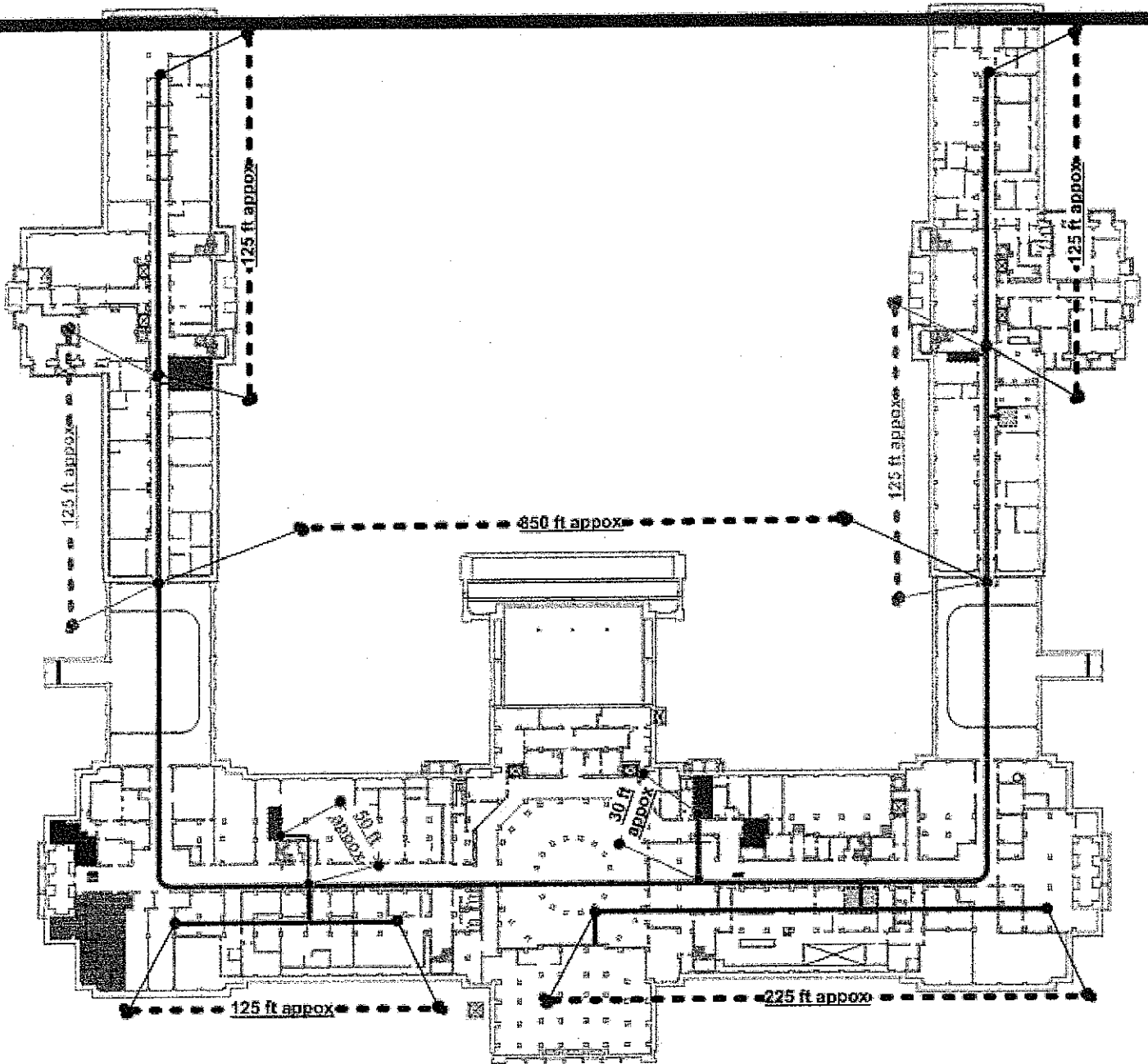




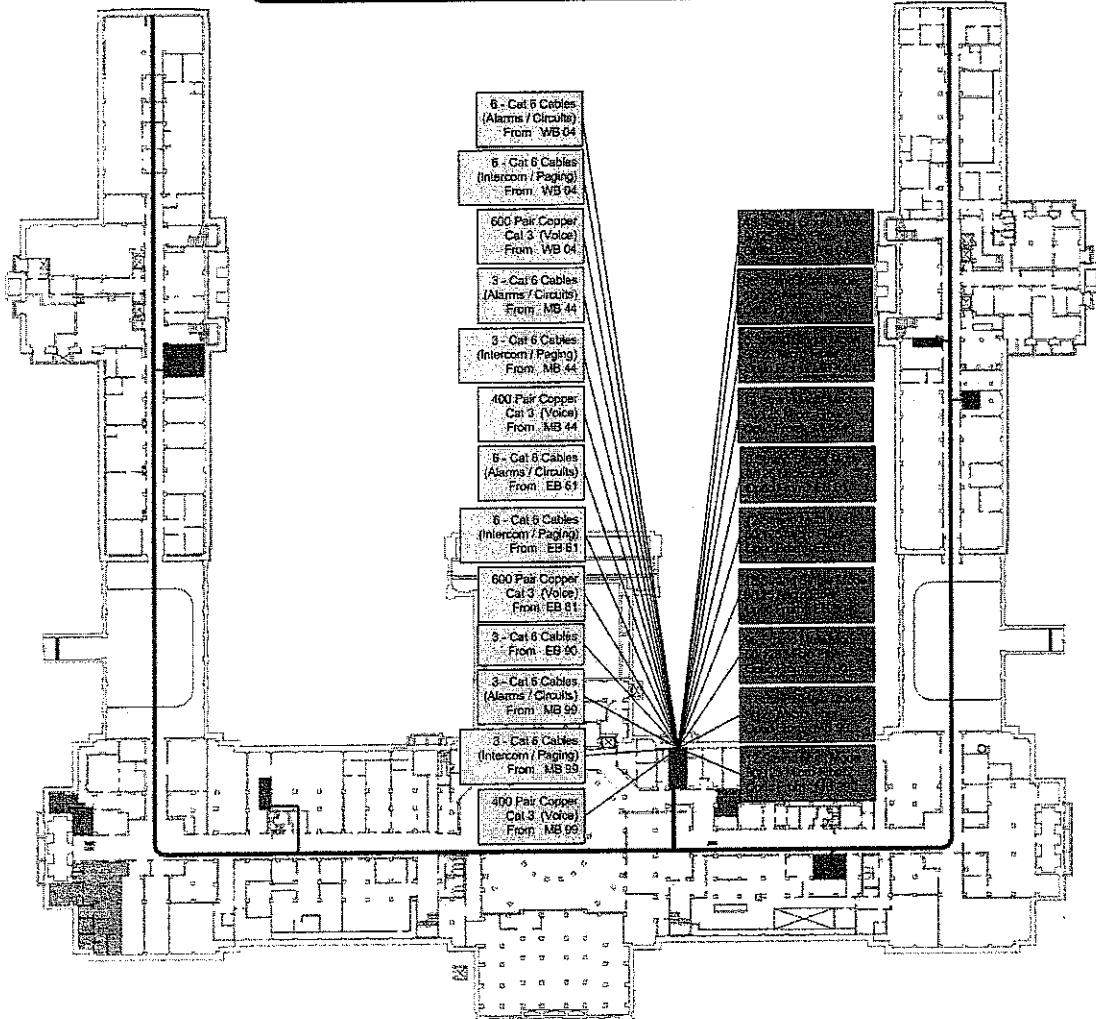
Drawing is for cable tray designations only



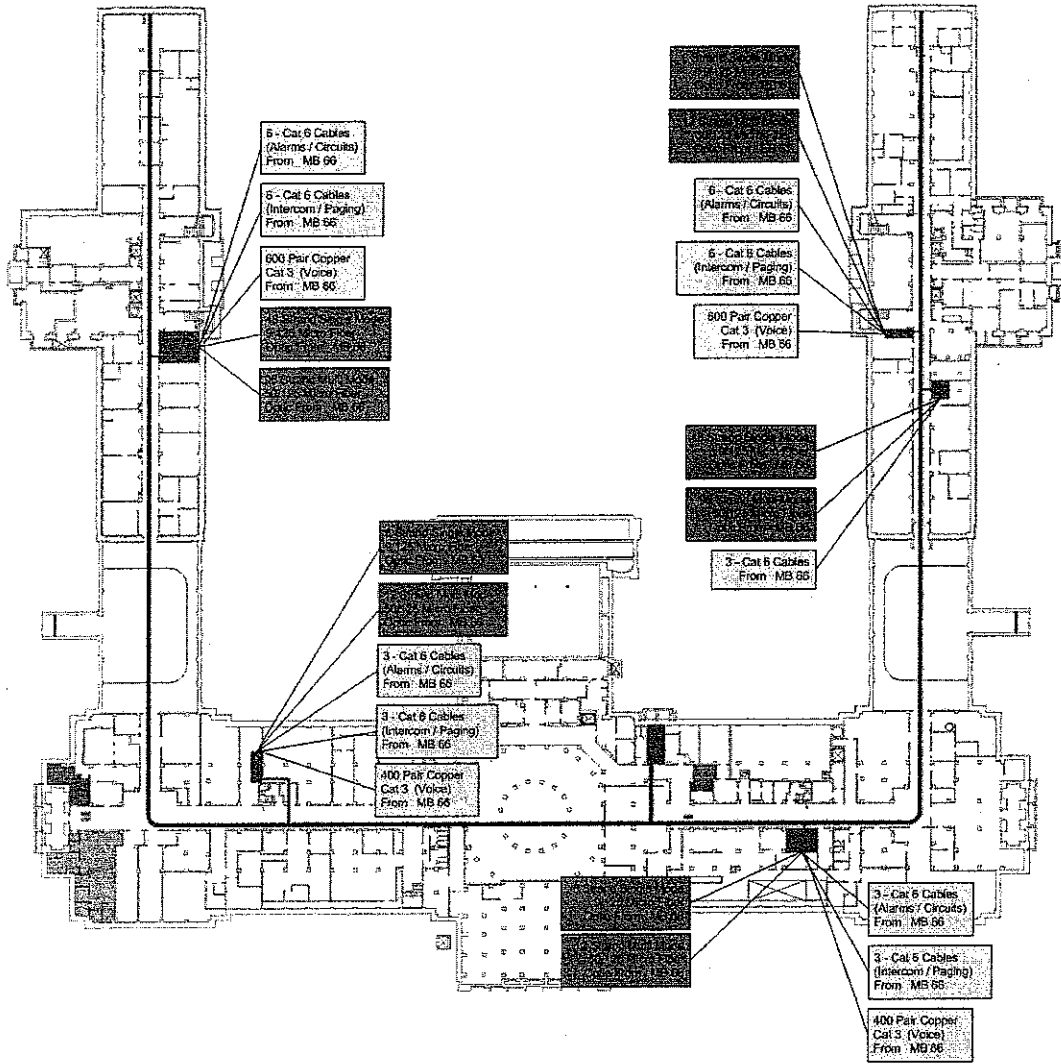
**ALL FOOTAGES ARE APPROXIMATES ONLY
VENDORS ARE ALLOWED TO
MEASURE FOR ACCURACY**



Drawing is for cable counts only



Drawing is for cable counts only



Verizon Cabling Material Parts List - RFQ# ISCG0192

Description	Part #	Unit	Qty	Price	Extended Price
XLBET 110A Block Mounting System	11810-S36 Kit	ea.	1	\$821.15	\$821.15
Wiremold Flamestop Device	FS4R-RED	ea.	11	\$146.00	\$1,605.98
24 Port Patch Panel	PM-GS3-24	ea.	15	\$197.61	\$2,964.14
48 Port Patch Panel	PM-GS3-48	ea.	3	\$392.91	\$1,178.72
Termination Field	110PA2-300FT	ea.	2	\$150.94	\$301.89
Termination Field	110PA2-900FT	ea.	3	\$359.94	\$1,079.82
Fiber Term. Panel SM, 1RU	600-1U-MOD-SD 600G2	ea.	7	\$167.38	\$1,171.63
Splice Tray RoloSplice	RS-2AF-16SF	ea.	11	\$30.38	\$334.15
Modules, LC w/pigtails	MODG2-12LC-SM-PT-G2	ea.	19	\$210.12	\$3,992.28
Fiber Term. Panel MM, 2RU	600G2-2U-MOD-SD600G2	ea.	4	\$218.19	\$872.75
Splice Tray RoloSplice	RS-4AF-16SF	ea.	8	\$37.98	\$303.82
Modules, LC w/pigtails	MODG2-12LC-LS-PT-G2	ea.	42	\$216.62	\$9,098.04
Cable, 50 Pr. CMP	M56126	Per 1000 Ft	2,000	\$1,528.10	\$2,056.20
Cable, 100 Pr. CMP	M56128	Per 1000 Ft	6,200	\$3,393.47	\$21,039.51
Cable, 4 Pr. Cat 6 CMP	6P4P24-BL-P-MAX-AP700	Per 1000 Ft	65	\$393.17	\$25,556.05
Cable, 12MM CMP Armored	M-5-IP-J-12-DN-LX-AQ-MAX	Per 100 Ft	1,080	\$550.64	\$5,946.91
Cable, 48MM CMP Armored	5301 048A XPAQ APAQ	Per 100 Ft	2,600	\$2,448.81	\$63,669.06
Cable, 6SM, CMP Armored	M-5-IP-J-6-DN-LY-MAX	Per 100 Ft	1,080	\$131.31	\$1,418.15
Cable, 24SM, CMP Armored	5201 024A WPYL APYL	Per 100 Ft	2,600	\$311.96	\$8,110.96
66 Block	S66M1-50	ea.	8	\$6.59	\$52.71
89D Bracket	S89D	ea.	8	\$1.29	\$10.31
Bid Bond	Bid Bond	ea.	1	\$1,800.00	\$1,800.00
Installation Labor	Labor		1	\$87,250.16	\$87,250.16
Installation Labor Price Includes:	Installation Labor	Hourly Rate	Per Hr	\$70.59	
	CAD Operator	Hourly Rate	Per Hr	\$58.82	
	Project Manager	Hourly Rate	Per Hr	\$94.15	
			Total Project Price		\$240,634.40

Verizon Optional Miscellaneous Pricing - RFQ# ISCG0192

Description	Part #	Unit	Qty	Price	Extended Price
2091004AYL, R100 4 Yellow, 1000ft Reel	760024224	Reels	10	\$663.56	\$6,635.60
2071E Category 6 Gigaspeed XL Plenum Cable	700210081	Reels	10	\$483.33	\$4,833.29
2061 Category 5E Powersum Plenum Cable	760049585	Reels	10	\$236.21	\$2,362.09
MSG1000E Modular Powersum Information Outlet	108232778	Each	20	\$5.17	\$103.33
MSG400 Series Gigaspeed XL Information Outlet	700206758	Each	20	\$6.22	\$124.44
MSG500 Info. Outlet, MSG500-123 Yellow	760023572	Each	20	\$9.73	\$194.66
M13FP-246 Single Gang Frame, Ivory	760010017	Each	10	\$1.87	\$18.67
M102SMB-B-246 Electric Ivory	107984049	Each	10	\$2.33	\$23.33
PoE 2400F 24-Port Device, w/ Remote Mgmt	760031591	Each	10	\$1,312.56	\$13,125.65
47U600 x 800 mm Cabinet V2	999902097	Each	1	\$2,885.97	\$2,885.97
RK100A Rack, 19" Black, 45U, 84" 3" 750lbs 32 lbs	108527441	Each	1	\$111.64	\$111.64
RK130A Rack, 19" Black, 45U, 84" 3" 750lbs 38 lbs	108867151	Each	1	\$244.05	\$244.05
GV100A Std Vertical CA Mgr, Single Sided Black 7"	108527560	Each	1	\$135.60	\$135.60
5-pair (110C-5) Connecting Blocks 10/pkg	103801254	Packs of 10	10	\$5.91	\$59.11
110 Wiring Block 110AW2-300 300A	107059917	Each	1	\$28.81	\$28.81
6 strand multi mode fiber as per RFQ Specifications	M-IPJ-6-DN-LX-AQ-MAX	1,000 Feet	1	\$3,847.29	\$3,847.29
6 strand single mode fiber as per RFQ Specifications	S-IPJ-6-DN-LX-YL-MAX	1,000 Feet	1	\$1,313.10	\$1,313.10
1100GS3-24 Gigaspeed XL Modular Patch Panels 24 Port	760062372	Each	1	\$204.53	\$204.53
1100GS3-48 Gigaspeed XL Modular Patch Panels 48 Port	760062380	Each	1	\$405.81	\$405.81
1100PSCAT5E-24 PowerSum Patch Panels 24 Port	108208919	Each	1	\$132.52	\$132.52
1100PSCAT5E-48 PowerSum Patch Panels 48 Port	108208935	Each	1	\$265.05	\$265.05
300 pair 24ga. Plenum rated	M57211	1,000 Feet	1	\$10,490.10	\$10,490.10
200 pair 24ga. Plenum rated	M56129	1,000 Feet	1	\$6,424.77	\$6,424.77
100 pair 24ga. Plenum rated	M56128	1,000 Feet	1	\$2,282.33	\$2,282.33
50 pair 24ga. Plenum rated	M56126	1,000 Feet	1	\$1,528.08	\$1,528.08
			Total Project Price		\$57,779.83
LABOR RATES					
	Installation Labor	Hourly Rate	Per Hr	\$70.59	\$70.59
	CAD Operator	Hourly Rate	Per Hr	\$58.82	\$58.82
	Project Manager	Hourly Rate	Per Hr	\$94.15	\$94.15

STATEMENT OF WORK

Customer: IS&C	Quote: 8-2UXAAT
Contract ID: Systems Agreement	Date: 06/19/2007

This Statement of Work ("SOW") is by and between **Verizon Select Services Inc** ("Verizon") and **IS&C** ("Customer") as of the date last written below ("Effective Date") and is governed by the terms and made a part of the **Systems Agreement** ("Agreement") between Verizon and Customer.

This SOW defines the services and deliverables that Verizon shall provide to Customer under the terms of the Agreement ("Services"). This SOW also defines the responsibilities of Verizon and the Customer, the project scope, implementation duration, installation acceptance procedures, and Change Order Procedures. Verizon will perform the defined services at the locations listed in Exhibit A. Verizon will strive to meet Customer's schedule requirements; however, actual project dates will be subject to availability of material and resources.

Verizon will use reasonable efforts to avoid interruption of network service unless the Customer requires installation after hours. If it is necessary to interrupt network service, however, Verizon will notify the Customer SPOC at least 48 hours in advance.

1. Project Scope

1.1 Key Assumptions. Pricing is based on the following key assumptions:

- Verizon performs installations between the hours of 8:00 a.m. and 5:00 p.m. local time (7:30 a.m. and 4:15 p.m. in Hawaii), Monday through Friday, excluding Verizon observed and Federal holidays. Off-hours are defined as anything other than those hours. This project **does not** require off-hour work.
- Customer personnel assigned to this project will have the skills necessary to assist Verizon in this project.

1.2. Verizon Responsibilities

- Provide a Single Point of Contact (SPOC) to manage and participate in the kickoff discussion, schedule coordination, and acceptance testing.
- Contact Customer prior to installation in order to confirm site readiness and schedule equipment delivery.
- Verify system power-up, operation of network interfaces and run internal diagnostics.
- Conduct Customer Acceptance Testing in accordance with the Acceptance Test Plan as defined per the manufacture's turn up documentation
- Document network equipment configuration, as per pre-sale negotiations, and provide a written copy to Customer.
- Perform structured cabling installation as specified in the RFQ# ISCG0192.

1.3. Customer Responsibilities

- Provide a Single Point of Contact (SPOC) to resolve implementation issues and to participate in the kickoff discussion, schedule coordination, and acceptance testing. Customer shall provide the name and contact information of such individual to Verizon in writing.
- Provide at least one analog (voice) telephone line near the new hardware (<15ft), for use during installation.
- Assume responsibility for hardware, software and memory compatibility issues related to existing equipment.
- Prior to installation, perform back up of any involved device, including drivers, applications, and operating systems as required
- Be responsible for providing licensed copies of operating system and applications software should they need to be re-installed during the installation, as applicable. Customer is responsible for installation or re-installation of any software not provided by Verizon on this project.

STATEMENT OF WORK

- Control all activities associated with the existing customer equipment, including changes, additions or deletions of devices made by any non-Verizon provided technicians.
- Provide prompt physical and electronic access to all areas/devices where Verizon will install equipment.
NOTE: Wait time in excess of 30 minutes may result in a time and material charge.

1.4. Change Order Request

Customer may request changes in, or additions to, the work being provided hereunder by completing the Verizon Change Order form, which Verizon will provide to Customer at the time of the change request. Requested changes will be facilitated to the extent feasible. If Verizon determines that such changes will cause an increase or decrease in the cost of or time required for performance of the work, Verizon will advise Customer thereof and such adjustments shall be reflected in the Verizon Change Order form. The Verizon Change Order form shall not become effective unless and until it is agreed to and executed by Customer and Verizon. Verizon will initiate changes to the project that affect cost or significantly affect schedule using the Verizon Change Order procedure.

1.5. Acceptance Testing

Verizon and Customer will perform acceptance testing at the time of installation. If Customer fails to provide access for Verizon to perform acceptance testing, or fails to participate in acceptance testing within 5 business days of being notified by Verizon that a site is ready for acceptance, the site(s) shall be deemed accepted by Customer and will be invoiced as though acceptance testing had been actually performed. A Customer signature on the Certificate of Acceptance, as set forth in Exhibit B or other Verizon standard acceptance documents, signifies that all deliverables have been completed for the site. Verizon and Customer acknowledge and agree that this SOW accurately sets forth the Services that Verizon will provide to Customer, and is signed by an authorized representative of Customer and Verizon.

AGREED AND ACCEPTED:

Customer

Verizon Business Financial Management
Corporation on behalf of Verizon Select Services Inc

By: _____

By: Suleiman Hessami

Name: _____

Name: Suleiman Hessami

Title: _____

Title: Vice President

Date: _____

Date: 4/20/07

STATEMENT OF WORK

Exhibit A

List of Identified Project Work Sites

Company Name	Contact	Address	Phone/ Fax	Site Type
State of WV (IS&C)	Richard Wickert	Capitol Complex, Bldg 3 Charleston, WV	304-552-5472	Install
IS&C	Richard Wickert	One Davis Square Charleston, WV	304-552-5472	Ship to
IS&C	Krista Ferrell	One Davis Square Charleston, WV	304-552-5472	Bill to

STATEMENT OF WORK

Exhibit B

Certificate of Acceptance

Certificate of Delivery and Installation of Verizon's Services

The undersigned hereby certifies that all Services provided under this Statement of Work have been delivered to the undersigned and that the Services are hereby accepted by site. The undersigned further certifies that he/she has, or has been delegated, the authority to accept the Services.

Site Name	Acceptance Date	Customer Representative Title

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YY)
06/25/07

PRODUCER
Aon Risk Services, Inc. of New York
199 Water Street
New York NY 10038-3551

PHONE - (866) 266-7475 FAX - (866) 467-7847

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

COMPANIES AFFORDING COVERAGE	
COMPANY A	American Home Assurance Co.
COMPANY B	Insurance Company of the State of PA
COMPANY C	National Union Fire Ins Co of Pittsburgh
COMPANY D	Illinois National Insurance Co

INSURED
Verizon Select Services Inc
140 West Street
New York NY 10007-2109 USA

COVERAGES SIR May Apply

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	RMGL4016936 General Liability	06/30/06	06/30/07	GENERAL AGGREGATE	\$5,000,000
					PRODUCTS - COMP/DP AGG	\$5,000,000
					PERSONAL & ADV INJURY	\$5,000,000
					EACH OCCURRENCE	\$5,000,000
					FIRE DAMAGE(Any one fire)	\$2,000,000
					MED EXP (Any one person)	\$5,000
A	AUTOMOBILE LIABILITY	3851527	06/30/06	06/30/07	COMBINED SINGLE LIMIT	\$5,000,000
	<input checked="" type="checkbox"/> ANY AUTO	Auto Liability (AOS)				
A	<input type="checkbox"/> ALL OWNED AUTOS	CA3851528	06/30/06	06/30/07	BODILY INJURY (Per person)	
A	<input type="checkbox"/> SCHEDULED AUTOS	Auto Liability (MA)				
	<input type="checkbox"/> HIRED AUTOS	3851529	06/30/06	06/30/07	BODILY INJURY (Per accident)	
A	<input type="checkbox"/> NON-OWNED AUTOS	Auto Liability (TX)				
		CA3851530	06/30/06	06/30/07	PROPERTY DAMAGE	
		Auto Liability (VA)				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
					AGGREGATE	
	EXCESS LIABILITY				EACH OCCURRENCE	
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	wc7575622	06/30/06	06/30/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
A	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:	workers Compensation			EL EACH ACCIDENT	\$2,000,000
	<input checked="" type="checkbox"/> INCL	wc7575684	06/30/06	06/30/07	EL DISEASE-POLICY LIMIT	\$2,000,000
	<input type="checkbox"/> EXCL	CA			EL DISEASE-EA EMPLOYEE	\$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

State of West Virginia
Attn: Krista Ferrell
1900 Kanawha Blvd E
Charleston, WV 25305 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE *Krista Ferrell*

Holder Identifier: Certificate No: 570023361133

Attachment to ACORD Certificate for Verizon Select Services Inc

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

Verizon Select Services Inc
 140 West Street
 New York NY 10007-2109 USA

COMPANY
COMPANY
COMPANY
COMPANY
COMPANY

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS
	WORKERS COMPENSATION				
B		WC7575681 FL	06/30/06	06/30/07	
C		WC7575683 OR	06/30/06	06/30/07	
D		WC7575682 MI, NY, WI	06/30/06	06/30/07	
B		WC7575725 AR, MA, TN, VA	06/30/06	06/30/07	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS



EQUIPMENT SALES AND INSTALLATION SERVICES EXHIBIT

In addition to the terms and conditions of the Agreement, the following terms and conditions apply to the sale of equipment and installation services. Verizon shall provide the equipment and/or services specified in a quote and a Statement of Work that shall be signed by authorized representatives of both Customer and Verizon and shall be incorporated herein (hereinafter the "System").

1. Description of Service.

- 1.1. Verizon shall furnish all supervision, labor, equipment, materials, supplies and all other things specified in a Statement of Work necessary for the completion of the System.
- 1.2. Customer will designate a single point of contact who will be responsible and authorized to (i) make all decisions and give all approvals which Verizon may need from Customer, and (ii) provide Verizon's personnel on a timely basis with all information, data, access and support reasonably required for its performance under this Exhibit and the applicable Statement of Work, including but not limited to making available appropriate personnel to work with Verizon as Verizon may reasonably request.
- 1.3. If Customer requests that installation services be performed outside Verizon's normal office hours, as defined in the applicable Statement of Work, Customer shall pay Verizon its then current time and material labor rate. Unless Customer otherwise requests in writing, Verizon will, at Customer's expense, apply for permits necessary for installation of the System. Verizon shall provide Customer written notice indicating the date the System becomes operational (the "In-Service Date"). Should Customer request delay of installation, or should installation be delayed as a result of Customer's action or inaction, Verizon may store components of the System at Customer's risk and expense.
- 1.4. Customer is responsible for the accuracy and completeness of all information it provides. If information is incomplete or incorrect, or if information is discovered during the course of the engagement that could not be reasonably anticipated by Verizon, any additional work required thereby shall be treated as a Customer requested change to the scope of the System and subject to the Change Order procedure set forth in the Agreement. Verizon will reasonably accommodate Customer requested changes prior to the In-Service Date pursuant to a written change order executed by both parties reflecting an appropriate adjustment in the System price and installation date.
- 1.5. For voice Systems, Verizon will provide training, as set forth in the Statement of Work, on how to use the System within thirty (30) days following the In-Service Date.
- 1.6. Installation services are not available for antennas and accessories associated with wireless equipment.

2. Warranty.

- 2.1. All data equipment manufacturers' warranties for products provided hereunder are passed through to Customer and Customer shall present warranty claims directly to the manufacturer unless covered by maintenance arrangements between Customer and Verizon.
- 2.2. For voice equipment installed by Verizon, the warranty period begins on the In-Service Date and continues for twelve (12) months. If Verizon does not install the voice equipment, warranties will be as provided by the equipment manufacturer and are passed through to Customer, and Customer shall present any warranty claims directly to the manufacturer.
- 2.3. These warranties do not cover damage to or malfunction of the System caused in whole or in part by Customer or third parties through other than normal use of the System or caused by an event external to the System.

System Agreement

This System Agreement ("Agreement"), effective as of the ____ day of ____, 20 ____, is made by and between

A. Verizon Entity Name ("Verizon"): Verizon Business Financial Management Corporation on behalf of Verizon Select Services Inc.	B. Customer Name ("Customer") Department of Administration General Svc State of WV
Address: 1410 MacCorkle AV SE	Address: 1900 Kanawha Blvd E
City: Charleston State: WV Zip Code: 25314	City: Charleston State: WV Zip Code: 25305-0123
Contact Name and Phone Number: Sandy Hawkins 344-6700	Customer Billing Address (if different):
Quote Number (if applicable) ____	City: State: Zip Code:
	Contact Name and Phone Number: Krista Ferrell 558-2596

<p>C. Select all applicable options:</p> <p><input type="checkbox"/> New System/Service Sale <input type="checkbox"/> Adds/Upgrade to Existing System <input checked="" type="checkbox"/> Installation Services</p> <p>VERIZON MAINTENANCE SERVICES</p> <p><input type="checkbox"/> Data Maintenance Next Business Day Remote <input type="checkbox"/> Data Maintenance 4-Hour Remote <input type="checkbox"/> Data Maintenance 4-Hour On-Site <input type="checkbox"/> Data Maintenance 8-Hour On-Site <input type="checkbox"/> Video Central Support Next Business Day On-Site <input type="checkbox"/> Video Central Support Next Business Day Remote <input type="checkbox"/> Connectivity Assurance <input type="checkbox"/> IP Phones Next Business Day <input type="checkbox"/> IP Telephony Application Server Platform 4-Hour Remote <input type="checkbox"/> IP Telephony Application Server Platform 4-Hour On-Site <input type="checkbox"/> IP Telephony Application Server Platform 8-Hour On-Site <input type="checkbox"/> IP Telephony Software Support <input type="checkbox"/> IP Telephony Software Support with Upgrades <input type="checkbox"/> Integrated Maintenance Software Support <input type="checkbox"/> Integrated Maintenance Software Support with Upgrades <input type="checkbox"/> Integrated Maintenance 8x5x4 Advance Replacement <input type="checkbox"/> Integrated Maintenance 8x5x4 On-Site Support <input type="checkbox"/> Integrated Maintenance 8x5 Next Business Day Advance Replacement <input type="checkbox"/> Integrated Maintenance 8x5 Next Business Day On-Site Support</p>	<p>Verizon Maintenance Services Cont'd.</p> <p><input type="checkbox"/> Integrated Maintenance 24x7x2 Advance Replacement <input type="checkbox"/> Integrated Maintenance 24x7x4 Advance Replacement <input type="checkbox"/> Integrated Maintenance 24x7x2 On-Site Support <input type="checkbox"/> Integrated Maintenance 24x7x4 On-Site Support <input type="checkbox"/> 8x5 Switch & Phones <input type="checkbox"/> 8x5 Switch & Proprietary Phones <input type="checkbox"/> 8x5 Switch Only <input type="checkbox"/> 8x5 Ancillary/Auxiliary Equipment <input type="checkbox"/> 8x5 Nortel Norstar <input type="checkbox"/> 8x5 NEC Electra Elite <input type="checkbox"/> 8x5 Business Communication Manager <input type="checkbox"/> 8x5 Centrex CPE <input type="checkbox"/> 24x7 Switch & Proprietary Phones <input type="checkbox"/> 24x7 Switch Only <input type="checkbox"/> 24x7 Ancillary/Auxiliary Equipment <input type="checkbox"/> 24x7 Nortel Norstar <input type="checkbox"/> 24x7 NEC Electra Elite <input type="checkbox"/> 24x7 Business Communication Manager <input type="checkbox"/> 24x7 Voice Service Plus <input type="checkbox"/> 24x7 Centrex CPE <input type="checkbox"/> Software Release Subscription (SRS) <input type="checkbox"/> On-Site Technician <input type="checkbox"/> Supplemental Warranty Coverage (extends the standard warranty to 24 hour coverage for major failures during the warranty period) <input type="checkbox"/> Other</p>
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System Agreement

Verizon Maintenance Services Cont'd.

Third Party Maintenance Services - Maintenance will be provided in accordance with the vendor's terms and conditions and except for payment, warranty, and limitation of liability, the terms and conditions of the Agreement shall not apply to such maintenance services.

- Nortel Extended Service
- Cisco SmartNet
- Other:

D. Payment Options:

- Cash Purchase
- Lease/Financing
 - Verizon Credit Inc.
 - Third Party Lease/Financing _____ (must have prior written approval of Verizon)
- E-Rate/USF Funding Application No. _____
- Tax Exempt No. _____

E. The total price of the System and/or services being purchased by the Customer is:

System Price	\$ _____
Professional Services Price	\$ _____
Security Solutions Services Price	\$ _____
Maintenance Service	
Voice Maintenance Service for _____ Year(s)	\$ _____
Managed Network Solutions Service for _____ Year(s)	\$ _____
Third Party Maintenance Service for _____ Year(s)	\$ _____
Supplemental Warranty Coverage	\$ _____
Applicable taxes (estimated)	\$ _____
TOTAL PRICE	\$ <u>Project is \$240,634.40 and Optional \$57,779.83</u>
Down Payment	\$ _____
Balance Due	\$ _____

Customer Initials



System Agreement

F. Maintenance Service Billing Option:

Pre-paid Billing: _____ years \$_____

(Annual Rate)

Deferred Billing (deferred until warranty expiration):

_____ years

\$_____ (Year 1)

\$_____ (Year 2)

\$_____ (Year 3)

\$_____ (Year 4)

\$_____ (Year 5)

Bill deferred payment (check one): annually semi-annually quarterly monthly

G. Attachments

- Addendum for Equipment/Services Subject to E-Rate Funding
- Call Center Software, Support and Professional Services Exhibit
- Equipment Sales and Installation Exhibit
- Managed Network Solutions Exhibit
- Professional Services Exhibit
- Quote
- Service Plan Description(s)
- Statement of Work
- Voice Maintenance Exhibit

THE TERMS AND CONDITIONS OF THIS AGREEMENT CONTINUE ON THE FOLLOWING PAGES

Customer Initials



System Agreement

1. Scope of Agreement. Subject to the terms and conditions of this Agreement, Verizon will provide Customer, either directly or in conjunction with such subcontractors as it may select, the equipment, software, installation services, maintenance and/or professional services (hereinafter collectively the "System") as described in this Agreement and as further described in a Statement of Work and any Exhibit attached hereto.

1.1 For Equipment Sale and Installation Services: Verizon will provide and, if applicable, install the equipment as set forth in the applicable quote and the Equipment and Installation Services Exhibit.

1.2 For Maintenance Services: Verizon will provide the maintenance services as set forth in the applicable quote and the Call Center Software, Support and Professional Services Exhibit, the Maintenance Services Exhibit and/or the Managed Network Solutions Exhibit.

1.3 For Professional Services: Verizon will provide the professional services as set forth in the applicable quote and the Professional Services Exhibit.

All applicable Statements of Work and Exhibits attached hereto are incorporated herein and made a part of this Agreement.

2. Fees and Payment.

2.1 Customer will pay all fees for the System as set forth on Pages 2 and 3 of this Agreement and the applicable quote or Statement of Work, subject to additions and deductions made by written Change Order(s). Customer is responsible for applicable taxes, shipping, handling, telecommunication surcharges and other charges applicable to the equipment and/or services provided under this Agreement. Customer agrees either to pay to Verizon the amount of all applicable taxes (as determined by tax authorities) or to provide upon execution of this Agreement evidence of exemption acceptable to Verizon.

2.2 Payments are due within thirty (30) days of receipt of the invoice ("Due Date") and any payment not received by the Due Date shall be subject to a late payment charge of the lesser of one and one-half percent (1.5%) per month and the maximum amount allowed by law. Late payment charges will be assessed monthly against the amount due. Should Customer dispute an amount invoiced, Customer shall pay the undisputed portion of that invoice and promptly notify Verizon in writing of the amount and nature of the dispute and the parties shall cooperate to resolve the dispute pursuant to Section 15 of this Agreement. Verizon reserves the right to suspend or terminate any or all Services or terminate the provision, installation or repair of any or all equipment subject to this Agreement immediately if Customer is more than sixty (60) days overdue for payments that have not been disputed in good faith.

2.3 The down payment listed on Page 2 of this Agreement shall be paid at execution of this Agreement. The balance due shall be paid in accordance with the terms of this Section unless otherwise specified in a Statement of Work.

3. Term and Termination. This Agreement shall be effective as of the date first set forth above and shall continue in full force and effect until terminated in accordance with this Agreement.

3.1. Either party may, upon written notice, immediately suspend its performance of and/or terminate the affected service or equipment order to which the deficiency pertains in the event the other party (i) fails to perform material terms of this Agreement and (a) such failure is not cured within thirty (30) calendar days following receipt of a default notice in writing from the other party, or (b) if such failure cannot reasonably be cured during that time and the defaulting party fails to use commercially reasonable efforts to cure such breach as soon as practicable, but in any event within ninety (90) calendar days following written notice; (ii) engages in fraud, criminal conduct or willful misconduct in connection with the business relationship of the parties; or (iii) becomes insolvent, ceases doing business in the ordinary course, enters bankruptcy proceedings or effects an assignment for the benefit of creditors. In the event Verizon terminates this Agreement pursuant to this Section 3.1, Customer shall promptly pay Verizon for the System and any services provided up to the date of termination. In the event Customer defaults under this Agreement, Customer's down payment shall be non-refundable.



System Agreement

3.2. Either party may terminate this Agreement or a Statement of Work for convenience, in whole or in part, upon thirty (30) days prior written notice to the other party. If this Agreement or a Statement of Work is terminated by Customer pursuant to this Section, or if an order under this Agreement is cancelled by Customer, Verizon shall have no further responsibility under this Agreement, Statement of Work or such order, as applicable, and Customer shall promptly pay Verizon:

- 3.2.1. for all equipment and services provided up to the date of termination or cancellation, as applicable;
- 3.2.2. for all expenses incurred up to the date of termination or cancellation, as applicable, including but not limited to the costs of terminating purchase orders, return of equipment and/or software, removal of equipment and/or software and other contractual obligations made by Verizon to meet its obligations under this Agreement or Statement of Work, plus a restocking fee of twenty-five percent (25%) of the cost of any equipment cancelled or returned.

3.3. Where multiple Statements of Work are associated with this Agreement, the termination of one or fewer than all of the Statements of Work shall only affect the terminated Statement(s) of Work. The remaining Statement(s) of Work shall remain in effect.

3.4. Verizon reserves the right to suspend performance under this Agreement or a Statement of Work if required, in Verizon's sole discretion, by regulation, statute, judicial action or other applicable legal requirement.

3.5. Verizon reserves the right to amend the rates, terms and conditions of Service under this Agreement to be effective upon the commencement of any renewal term and without formal amendment of this Agreement by providing Customer written notice thereof prior to the expiration of the then-current term. If Customer is unwilling to accept such amended rates, terms and conditions, Customer shall provide Verizon written notice thereof prior to the expiration of the then-current term, in which event the Service shall terminate upon expiration of the then-current term.

3.6. Termination of this Agreement shall not relieve either party of its respective obligations to comply with all terms of this Agreement that expressly call for performance prior or subsequent to the termination date, including without limitation the parties' respective obligations to protect proprietary and confidential information.

4. Purchase Order. The parties acknowledge that a Customer purchase order or similar document is intended solely to evidence Customer's intention to purchase equipment, software and/or services set forth therein. Except with respect to a provision in a Customer purchase order or similar document evidencing an intent to be bound by the terms and conditions of an Agreement between Customer and Verizon, the terms and conditions of such Customer purchase order or similar document shall be disregarded and of no force or effect, it being agreed that the terms and conditions of the Agreement between Customer and Verizon shall govern.

5. Leasing Option. With Verizon's prior written consent Customer may finance the System or any portion thereof in a separate transaction through a third party leasing company ("Lessor") approved by Verizon, assign its rights and obligations with respect to payment under this Agreement to the Lessor, and/or cause the Lessor to issue a purchase order in a form acceptable to Verizon. Notwithstanding such transaction and/or assignment, Customer shall remain responsible for performance of all of its obligations under this Agreement, including payment in full.

6. Risk of Loss. If Verizon installs the System, risk of loss or damage to the System passes to Customer on delivery of the System (including portions thereof) to Customer's site. If Verizon does not install the System, risk of loss or damage to the System (or portions thereof) passes to Customer upon delivery to the carrier.

7. Title and Security Interest. Until full payment has been rendered, Customer grants Verizon a purchase money security interest in the System, and agrees to execute all documents necessary to perfect that interest and, to the extent permitted by law, grants Verizon a special power-of-attorney for the purpose of executing the necessary documents. Upon final payment, title shall pass to Customer and Verizon will release its security interest. Customer will not grant or convey to any other person or entity a security interest in, or permit placement of a lien on, the System unless and until Customer has paid Verizon in full for such System.

8. Software. Software provided in conjunction with the System is licensed to Customer under the license provided by the software publisher or by the equipment manufacturer with which the software is provided.



System Agreement

Customer shall, if required, execute a separate software license agreement in a form satisfactory to the software publisher or equipment manufacturer.

9. Customer Responsibilities. Customer will:

- 9.1. Allow Verizon access for installation, inspection, testing, maintenance and repair of the System and performance of any required activity.
- 9.2. Provide suitable building facilities for the System in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes.
- 9.3. Provide necessary heating, cooling, humidity and dust control as required by manufacturer specifications.
- 9.4. Remove existing equipment or cable that interferes with System installation.
- 9.5. Identify and disclose to Verizon concealed equipment, wiring or conditions that might be affected by or might affect the installation of the System. Customer shall defend and hold Verizon harmless from any claim, damage or liability resulting from a failure to disclose this information.
- 9.6. Authorize Verizon, at Customer's expense, to make service requests upon third parties for System interconnection requirements, including obtaining telephone service for testing where necessary.
- 9.7. Designate trash deposit points on each floor on which the System is to be installed where Verizon will place waste for removal by Customer.
- 9.8. Cooperate with Verizon's requests for assistance in testing or installation.
- 9.9. Be responsible for providing adequate back-up of data and for restoring data to repaired equipment.
- 9.10. If the System is to be connected to the public network, be solely responsible for selection, implementation and maintenance of security features for defense against unauthorized long distance calling, and for payment of long distance, toll and other telecommunications charges incurred through use of the System.
- 9.11. Immediately notify Verizon of any anticipated delay in building availability or inability to meet any of the above listed requirements.

10. Changes In/Additions to System.

- 10.1 Customer may order additional equipment, software, and/or services pursuant to a written Amendment, Customer purchase order or similar document, and such order shall be governed by this Agreement, including without limitation Section 4, and shall specifically reference this Agreement.
- 10.2 Customer shall also have the right, by written notice, to propose changes in the System under this Agreement and any Statement of Work ("Change Orders") and Verizon shall comply to the extent it deems feasible and reasonable. If Verizon determines that such changes cause an increase or decrease in the cost of or time required for performance, Verizon shall advise Customer and such adjustments shall be reflected in a written Change Order. Should Verizon encounter, in installing the System, any concealed or unknown condition not expressly set forth in the applicable Statement of Work, which condition affects the price or schedule for installation of the System, the price and/or the schedule shall be equitably adjusted by Change Order to cover all costs, including but not limited to labor, equipment, materials and tools necessary to carry out the change.
- 10.3 No Change Order shall become effective as a part of this Agreement and the applicable Statement of Work, and no changes in the System shall be initiated, until the Change Order is mutually agreed upon in writing. Verizon shall not be obligated to consider or accept any Change Order that results in a decrease of more than twenty percent (20%) in the total price of the System. Verizon may also propose changes in or additions to the System, and may proceed with such changes upon execution by Customer and Verizon of a written Change Order.

11. Warranty. Verizon warrants that it will perform the services provided under this Agreement in a good and workmanlike manner. Unless otherwise set forth in an Exhibit, all manufacturers'/publishers' warranties for equipment and/or software provided hereunder are passed through to Customer and warranty claims shall be presented by Customer directly to the manufacturer/publisher.

THE WARRANTIES SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES FROM VERIZON, UNLESS OTHERWISE STATED IN AN EXHIBIT. OTHERWISE VERIZON DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ANY



System Agreement

WARRANTY OF NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE. VERIZON SHALL NOT BE LIABLE FOR UNAUTHORIZED ACCESS TO VERIZON'S OR CUSTOMER'S TRANSMISSION FACILITIES OR PREMISES EQUIPMENT OR FOR UNAUTHORIZED ACCESS TO OR ALTERATION, THEFT OR DESTRUCTION OF CUSTOMER'S DATA FILES, PROGRAMS, PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES, OR ANY OTHER METHOD. VERIZON MAKES NO WARRANTY FOR USE OF THE SYSTEM AS A COMPONENT IN LIFE SUPPORT SYSTEMS OR DEVICES, PUBLIC SAFETY SYSTEMS, OR WITH RESPECT TO THE PERFORMANCE OF ANY SOFTWARE OR FIRMWARE.

12. Limitation of Liability. EXCEPT FOR PAYMENTS OWED UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING A PARTY'S NEGLIGENCE) OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM DELAY, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, LOST PROFITS (ACTUAL OR ANTICIPATED), UNAVAILABILITY OF ALL OR PART OF THE SYSTEM, OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET OUT IN SECTION 13, VERIZON'S ENTIRE LIABILITY FOR ANY OTHER DAMAGE WHICH MAY ARISE HEREUNDER, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING VERIZON'S NEGLIGENCE, OR OTHERWISE, SHALL BE LIMITED TO THE PURCHASE PRICE OF THE SPECIFIC EQUIPMENT, SOFTWARE OR SERVICES GIVING RISE TO THE CLAIM. VERIZON SHALL BEAR NO LIABILITY FOR USE OF EQUIPMENT, SOFTWARE OR SERVICES PROVIDED UNDER THIS AGREEMENT IN CONNECTION WITH LIFE SUPPORT SYSTEMS OR DEVICES OR PUBLIC SAFETY SYSTEMS. EXCEPT AS EXPRESSLY STATED OTHERWISE HEREIN, VERIZON SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR INTEROPERABILITY OR COMPATIBILITY OF THE SYSTEM WITH THIRD-PARTY PRODUCTS OR SYSTEMS THAT CUSTOMER MAY UTILIZE IN CONJUNCTION WITH THE SYSTEM OR TO WHICH CUSTOMER MAY CONNECT THE SYSTEM.

13. Indemnification and Defense.

13.1 Except as provided below, Verizon will defend Customer against any claim, suit, action or proceeding alleging that equipment supplied by Verizon to Customer under this Agreement ("Verizon supplied equipment") infringes a valid U.S. patent or copyright ("Claim"), and Verizon will indemnify and hold harmless Customer against any and all finally awarded costs and expenses, including attorneys' fees, in connection with any such Claim.

13.2 If the use of any Verizon supplied equipment is enjoined or subject to a Claim as described above, Verizon may, at its option and expense, either procure for Customer the right to continue to use the equipment, replace the equipment, or relevant component, with substantially equivalent, non-infringing equipment, or relevant component, or modify the equipment, or relevant component, so that it becomes non-infringing. In the event that none of the foregoing options is commercially reasonable to Verizon, Verizon will remove the infringing Verizon supplied equipment and refund to Customer the purchase price for the equipment less depreciation for its use. Depreciation shall be calculated on a straight-line basis, assuming a useful life of five (5) years.

13.3 Verizon shall have no obligation for (a) any costs, fees or expenses incurred by Customer without Verizon's prior written consent; (b) any allegation, assertion, or claims of intellectual property infringement, including contributory infringement or inducement to infringe, arising out of or related to any Claim: (i) automated call processing, automated voice service, automated customer service or combined live operator/automated systems processing used in processing or completing calls, (ii) automated bridging of more than two callers utilizing some form of "listen only" (unilateral) communication combined with some form of interactive communication, (iii) prepaid calling products or services, (iv) wireless telecommunications services or support therefor, or (v) "music on hold," service; or (c) any indirect, special, consequential or incidental damages arising out of any Claim.



System Agreement

13.4 Any obligation on the part of Verizon to defend and indemnify shall not apply to any Claim or portion thereof that arises from (i) any negligent or willful act or omission by or attributable to Customer; (ii) use or operation of the Verizon supplied equipment in combination with equipment or services provided by Customer or any third party; (iii) any addition to or modification of the Verizon supplied equipment by Customer, any third party or Verizon at Customer's request; (iv) use of other than the then current unaltered release of any software used in the Verizon supplied equipment; or (v) any equipment, system, product, process, method or service of Customer which otherwise infringed the U.S. patent or copyright asserted against Customer prior to the supply of the equipment to Customer by Verizon under the Agreement.

13.5 The foregoing states the entire obligation of Verizon to Customer and is Customer's sole and exclusive remedy with respect to any Claim of infringement of any intellectual property right of any kind, and Verizon disclaims all other warranties and obligations with respect to any such Claims.

13.6 Customer shall defend, indemnify and hold harmless Verizon, its employees, officers, directors, agents and affiliates for damages, costs and attorneys fees in connection with any claim arising out of (a) Customer's use of the equipment provided by Verizon other than as expressly indemnified by Verizon pursuant to Section 13.1 of this Agreement, (b) combination of the equipment provided by Verizon with other equipment, software, products or services not provided by Verizon under this Agreement, (c) modification of the equipment provided by Verizon, or (d) arising out of the content of communications transmitted by or on behalf of Customer in the use of the services or equipment provided by Verizon, including but not limited to libel, slander, and invasion of privacy.

13.7 Each party (the "indemnitor") shall defend, indemnify, and hold harmless the other party (the "indemnitee") against all claims and liabilities for direct damages imposed on the indemnitee for bodily injuries, including death, and for damages to real or tangible personal property to the extent caused by the negligent or otherwise tortious acts or omissions of the indemnitor, its agents or employees in the course of performance of this Agreement.

13.8 The defense and indemnification obligations set forth in this Section 13 are contingent upon (1) the indemnitee providing the indemnitor prompt, written, and reasonable notice of the claims, demands, and/or causes of action subject to indemnification, (2) the indemnitee granting the indemnitor the right to control the defense of the same, and (3) the indemnitee's full cooperation with the indemnitor in defense of the claim, including providing information and assistance in defending the claim. Nothing herein, however, shall restrict the indemnitee from participating, on a non-interfering basis, in the defense of the claim, demand, and/or cause of action at its own cost and expense with counsel of its own choosing. No settlement may be entered into by the indemnitor on behalf of the indemnitee that includes obligations to be performed by the indemnitee (other than payment of money that will be fully paid by the indemnitor under Sections 13.1- 13.7 above) without indemnitee's prior written approval.

14. Confidentiality. Except as required by law or regulation, each party (the "receiving party") shall keep confidential and not disclose, directly or indirectly, to any third party any Confidential Information, as defined below, received from the other party (the "disclosing party") without the prior written consent of a duly authorized officer of the disclosing party. The disclosing party shall conspicuously mark its tangible Confidential Information as Proprietary or Confidential at the time of disclosure to the receiving party. Confidential Information that is disclosed orally will be identified by the disclosing party as Confidential Information at the time of disclosure to the receiving party. Each party shall use, copy and disclose the Confidential Information of the disclosing party solely for purposes of performing this Agreement. All Confidential Information of a party shall be and shall remain the property of such party. A party shall deliver to the disclosing party, upon written request by the disclosing party, all Confidential Information of the disclosing party then in the receiving party's possession or control, directly or indirectly, in whatever form it may be (including, without limitation, magnetic media) or certify its destruction to the disclosing party. Each party shall take all necessary and reasonable action, by instruction, agreement or otherwise, with its employees, consultants, subcontractors, affiliates, and representatives to satisfy its obligations hereunder. The receiving party's obligations hereunder with respect to confidentiality, non-disclosure and limitation of use of Confidential Information shall be for the term of the Agreement plus one (1) year. For purposes of this provision, a third party shall not include an entity which has a need to know the Confidential Information and which owns, is owned by, or is under common ownership with a party to this Agreement.

14.1 Nothing in this Agreement shall prevent either party from using or disclosing any Confidential Information that: (i) has become generally available to the public, other than through any improper action of such party, (ii) is



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already in the possession of the receiving party and not subject to an existing agreement of confidence between the parties, (iii) is received from a third party without restriction and without breach of this Agreement, (iv) is independently developed by the receiving party as evidenced by its records, or (v) is disclosed pursuant to a valid law, rule, regulation, subpoena, demand, or order of a court or other governmental body or any political subdivision thereof of competent jurisdiction (collectively "demand"); provided, however, that the receiving party shall first have given notice thereof to the disclosing party (unless prohibited by the terms of such request or requirement, or such notice is otherwise prohibited by law) in order to permit the disclosing party to seek reasonable protective arrangements.

14.2 For purposes of this Agreement, the term "Confidential Information" shall include, without limitation, all trade secrets of a party and all other information and material that relates or refers to the plans, policies, finances, corporate developments, products, pricing, sales, services, procedures, intra-corporate transactions, suppliers, prospects and customers of a party, as well as financial information relating to such suppliers, prospects and customers, and any other similar confidentiality information and material which such party does not make generally available to the public. By way of illustration, but not limitation, Confidential Information includes all computer software (including object code and source code), computer software and data base technologies, systems, structures and architectures, and the processes, formulae, compositions, improvements, inventions, discoveries, concepts, ideas, designs, methods and information developed, acquired, owned, produced, or practiced at any time by a party, and all non-public information relating to the business of such party.

15. Alternate Dispute Resolution (ADR). Any controversy, claim, or dispute ("Disputed Claim") arising out of or relating to this Agreement, except for claims relating to indemnity, infringement, or confidentiality obligations or matters relating to injunctions or other equitable relief (together "Equitable Claims"), shall be first subject to a thirty (30) day negotiation period between the parties in which each party shall disclose to the other party all such documents, facts, statements and any other information which are reasonably requested by the other party and are relevant to the dispute in question. Should such negotiations fail to resolve the dispute within thirty (30) calendar days, Disputed Claims shall be resolved by binding arbitration of a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be based upon this Agreement and applicable law. The decision of the arbitrator shall be reduced to writing, shall be final and binding except for fraud, misconduct, or errors of law, and judgment upon the decision rendered may be entered in any court having jurisdiction thereof. In all arbitrations, the arbitrator must give effect to applicable statutes of limitation subject to limitation of actions terms set forth in this Agreement, and shall not be afforded any authority to award relief in excess of what this Agreement provides or to order consolidation or class arbitrations. The arbitrator shall have no authority to award punitive damages in any Disputed Claim. The parties agree that any such claims arising under this Agreement must be pursued on an individual basis in accordance with the procedure noted above. Even if applicable law permits class actions or class arbitrations, the ADR procedure agreed to herein applies and the parties waive any rights to pursue any claim arising under this Agreement on a class basis. The arbitration shall be held in a mutually agreed to location, and shall be final and binding on both parties. Each party will bear its own costs of arbitration but shall split equally the fees of the arbitration and the arbitrator.

16. Hazardous Substances. Except as disclosed to and acknowledged in writing by Verizon, Customer certifies that it is not aware of the presence of any asbestos or other hazardous substance (as defined by any applicable state, federal or local hazardous waste or environmental law or regulation) at any location where Verizon is to perform services under this Agreement. If during such performance Verizon employees or agents encounter any such substance, Customer agrees to take all necessary steps, at its own expense, to remove or contain the asbestos or other hazardous substance and to test the premises to ensure that exposure does not exceed the lowest exposure limit for the protection of workers. Verizon may suspend performance under this Agreement until the removal or containment has been completed and approved by the appropriate governmental agency and Verizon. Performance obligations under this Agreement shall be extended for the period of delay caused by said cleanup or removal. Customer's failure to remove or contain hazardous substances shall entitle Verizon to terminate this Agreement without further liability, in which event Customer shall permit Verizon to remove any equipment that has not been accepted, shall reimburse Verizon for expenses incurred in performing this Agreement until termination (including but not limited to expenses associated with such termination, such as removing equipment, terminating leases, demobilization, etc.), and shall complete payment for any portion of the System that has been accepted.

17. Force Majeure. Neither party shall be liable for any delay or failure in performance under this Agreement arising out of acts or events beyond its reasonable control, including but not limited to acts of God, war, terrorist



System Agreement

acts, fire, flood, explosion, riot, embargo, acts of the Government in its sovereign capacity, labor disputes, unavailability of equipment, software or parts from vendors, or changes requested by Customer. The affected party shall provide prompt notice to the other party and shall be excused from performance to the extent of such caused delays or failures, provided that the party so affected shall use reasonable efforts to remove such causes of such delays or failures and both parties shall proceed whenever such causes are removed or cease. If performance of either party is prevented or delayed by circumstances as described in this section for more than ninety (90) days, either party may terminate the affected Service or Statement of Work. Notwithstanding the foregoing, Customer shall not be relieved of its obligation to make any payments, including any late payment charges as provided in Section 2.2, above, that are due to Verizon hereunder.

18. Assignment. Neither party may, without the prior written consent of the other party, assign or transfer its rights or obligations under this Agreement; consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, Verizon may, without prior notice, assign this Agreement, in whole or in part, to any Verizon affiliate or to any successor entity upon the merger, reorganization, consolidation or sale of all or substantially all of Verizon's assets associated with the equipment or Services provided pursuant to this Agreement. For purposes of this Section, "affiliate" shall mean a person or entity that directly or indirectly controls, is controlled by, or is under common control with Verizon. Any attempt to assign this Agreement in contravention of this Section shall be void and of no force and effect.

19. Governing Law. This Agreement shall be governed by the substantive laws of the State of Delaware, without regard to its choice of law principles.

20. Non-Waiver/Severability. Either party's failure to enforce any of the provisions of this Agreement or to exercise any right or option is not a waiver of any such provision, right, or option, and shall not affect the validity of this Agreement. Any waiver must be written and signed by the parties. If any provision of this Agreement or the provision of any Service or equipment under the terms hereof is held to be illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or not requiring the provision of such invalid, illegal, or prohibited Service or equipment in such State or jurisdiction.

21. Publicity. Except as required by law, the parties shall keep this Agreement confidential and shall not disclose this Agreement or any of its terms without the other party's written consent. Neither party shall use any trademark, trade name, trade dress or any name, picture or logo which is commonly identified with the other party or its affiliates, or from which any association with such party or its affiliates may be inferred or implied, in any manner, including but not limited to advertising, sales promotions, press releases or otherwise, without the prior written permission of such party. Notwithstanding any contrary term in this Agreement, the parties may issue or permit issuance of a press release or other public statement concerning this Agreement, provided, however, that no such release or statement shall be published without the prior mutual consent of the parties.

22. Notices. All notices or other communication given or required by either party to the other under this Agreement shall be deemed to have been properly given if hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile with confirmation of receipt or by overnight courier. Such notices and communications shall be deemed effective upon receipt. If to Verizon, notices should be sent to Verizon Business Services, 6415-6455 Business Center Drive, Highlands Ranch, CO 80130, Attn: Customer Service (Email: notice@verioznbusiness.com) with a copy to Verizon Business Services, 22001 Loudoun County Parkway, Ashburn, VA 20147, Attn: Vice President, Legal, and if to Customer to the address specified on the cover sheet. Such address may be changed by either party by notice sent in accordance with this Section.

23. Limitation of Actions. A party may bring no action or demand for arbitration arising out of this Agreement more than two (2) years after the cause of action has accrued. The parties waive the right to invoke any different limitation on the bringing of actions under state law.

24. Compliance with Laws. Each party shall comply with the provisions of all applicable federal, state, and local laws, ordinances, regulations and codes in its performance under this Agreement or any Statement of Work, including without limitation the export laws of the United States or any country in which Customer receives equipment, software or services.



System Agreement

25. Independent Contractor Relationship; No Agency. Each party understands and agrees that it and its personnel are not agents or employees of the other party, and that each party is an independent contractor hereunder for all purposes and at all times. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever. Each party shall indemnify, hold harmless and defend the other against any liabilities, claims, losses and damages (including costs, expenses and reasonable attorneys' fees) arising out of its failure to comply with this provision and any laws, rules or regulations applicable thereto.

26. Interpretation. The Agreement shall not be construed or interpreted for or against any party hereto because that party drafted or caused that party's legal representative to draft any of its provisions.

27. Headings. The Section headings used herein are for reference and convenience only and shall not enter into the interpretation of this Agreement.

28. Modifications. This Agreement may only be amended, changed, waived or modified in a written document that is signed by both parties.

29. Entire Agreement. This Agreement, together with any Statement of Work hereunder and any Exhibit hereto, constitutes the entire agreement between the parties pertaining to the subject matter herein and supercedes all prior oral and written proposals, correspondence and memoranda with respect thereto, and no representations, warranties, agreements or covenants, express or implied, of any kind or character whatsoever with respect to such subject matter have been made by either party to the other, except as expressly set forth in this Agreement. In the event of conflicts among the terms of this Agreement, a Statement of Work and/or an Exhibit, the following order of precedence shall apply: the Exhibit, this Agreement, and the Statement of Work.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective representative whose signature appears below have been and are on the date of signature duly authorized to execute this Agreement and that each party has the authority to enter into this Agreement.

Verizon Business Financial Management
Corporation or Verizon Business Network
Services, Inc. on behalf of Verizon Select Services Inc.

Customer: _____

By: Suleiman Hessami
Print Name: _____
Name: Suleiman Hessami
Title: VP PCM
Date: 4/20/07

By: _____
Print Name: _____
Title: _____
Date: _____



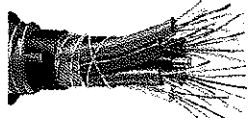


STRUCTURED CABLING SUMMARY

Verizon Business appreciates the opportunity to present our strengths in structured cabling services, to include inside plant voice, data and multi-media as well as outside plant - multi-pair and fiber. Verizon's proposal is a comprehensive solution which meets the advertised requirements if the RFQ presented by the State of West Virginia. We at Verizon understand that choosing a reputable vendor who offers stability and significant resources is one of your greatest priorities. Verizon stands ready and capable to support the State's needs for cabling and communications requirements.

BENEFITS OF VERIZON'S SOLUTION:

Verizon maintains a formalized Building Industry Consulting Service (BICS) organization, which currently serves customers in the state of West Virginia. Our BICS Engineers maintain the Registered Communications Distribution Designer (RCDD) Certification. Our Engineers are thoroughly familiar with the regulations, codes, standards and policies that govern both building construction and telecommunications requirements.



Verizon maintains an RCDD/OSP structured cabling engineer in our Morgantown Office. The RCDD/OSP designation demonstrates all the design expertise of an RCDD plus extensive knowledge and skill in the design, implementation, and integration of telecommunications and data communications transport systems and related infrastructure expressly required for the design of Outside Plant Cabling Systems. The RCDD/OSP Engineer is an important asset when it comes to the successful design and implementation of campus backbone cabling. In addition to our RCDD/OSP Engineer, Verizon also has an Auto-CAD Engineer located in the Morgantown Office. As required, our Engineer maintains certifications from Systimax, Ortronics, Siemon Systems, Leviton and Mohawk/ CDT companies and is also experienced to perform wireless site surveys.

Verizon possesses a significant amount of experience with voice and data structured cabling systems. Verizon has been maintained close partnerships with Higher Education and State and Local Government customer in campus structured cabling projects at Marshall University, WVU, Potomac State College, Bethany College, Shepherd University, West Liberty, Concord University and many others. Through these projects we have gained valuable experience in understanding the needs and requirements of a project such as this, as well as the possible roadblocks that may arise. Our experience enables Verizon to quickly react and adapt to apparent delays.

VERIZON'S CUSTOMER SATISFACTION COMMITMENT TO THE STATE OF WV

It is the people of Verizon, though, that make a difference. Your account team is committed to customer service and to helping you design, implement, and manage a complete solution for all of your telecommunications needs. Your account team begins with a Corporate Account Manager (CAM) who is backed by a team of experts including sales engineers, service representatives, communications representatives, technology specialists and more. And our reputation for service and reliability is part of our stable heritage and is an integral part of our customer commitment. We want to continue our long-term relationship and believe that our proposal is our commitment toward making this a reality. Thank you for the opportunity to partner with you for many years. We are excited to be considered your partner in the years to come.

Structured Cabling Engineer:

Lawrence W. Host, RCDD/OSP

- Sales Engineer-III, Structured Cabling Specialist
- 13+ years experience in the field of structured cabling for Verizon
- Registered Communications Distribution Designer (RCDD)
 - The RCDD designation demonstrates expertise in the design, implementation, and integration of telecommunications and data communications transport systems and related infrastructure.
- BICSI Outside Plant Specialist (RCDD/OSP)
 - The RCDD/OSP designation demonstrates expertise in the design, implementation, and integration of telecommunications and data communications transport systems and related infrastructure expressly required for the design of Outside Plant Cabling Systems. These expertise address the installation of fiber and copper cabling installed in MAN/WAN and campus backbones and utilize Aerial Plant, Underground Facilities and Direct Buried applications.
- 13+ years experience in the field of structured cabling for Verizon
- Siemon Company Certified Designer; Mohawk CDT MAC Certified; Leviton Strategic Partner
- Additional Verizon BICS Group Certifications:
 - Systimax Certified Installer

Fiber Optic Backbone Installation, West Virginia University, Morgantown, WV:

This project provided for the installation of a fiber optic cabling backbone to serve all West Virginia University buildings on the Morgantown and Evansdale Campus encompassing 45 buildings on the two campuses. This project required the installation of underground conduit and manholes, aerial cable installation and inside conduit and raceway.

Data Network Cabling, West Virginia University:

This project included the design and installation of conduit, raceway, category 5e and category 6 cabling installation, termination, testing and documentation in approximately 45 buildings owned by West Virginia University. Verizon currently maintains the above-mentioned facilities on a regular bases for adds/moves/ and changes.

Fiber Optic Backbone Installation, Marshall University, Huntington, WV:

This project provided for the installation of a single-mode fiber optic cabling backbone to serve the Marshall Campus facilities encompassing 19 buildings on campus. This project required the installation of underground duct banks, and placement of underground cabling.

Data Network Cabling, Marshall University:

This project included the design and installation of conduit, raceway, category 6 cabling installation, termination, testing and documentation in approximately 20 buildings owned by Marshall University. Verizon currently maintains the above-mentioned facilities on a regular bases for adds/moves/ and changes.

Voice and Data Network Cabling, Berkeley County Commission:

Verizon was awarded the contract to install Cat-6 voice and data cabling as well as a fiber-optic campus backbone to serve the new Berkeley County Judicial Center in Martinsburg, WV. This project included the installation of Category 6 as well as copper and fiber riser cabling installation, termination, testing and documentation. This project was a Siemon/Mohawk, CDT design and installation. Verizon completed this project on schedule and under budget.

Subcontractor information:

Verizon maintains approximately 3 subcontracting companies who are qualified and experience Network Cabling Installer to perform installations within the state of West Virginia. Verizon maintains records on each of their subcontractors to ensure that each sub provides training and certifications on their installation technician. All technicians providing services to Verizon and our customer's will be qualified to perform the work as indicated in each project scope of work.

Reference information:

WVU

Mr. Timothy Williams
Director of IT
One Waterfront Place
Morgantown, WV 26506
(304) 293-3930

Marshall University

Mr. Mike Adkins
Assoc Director of IT
One John Marshall Drive
Huntington, WV 25709
(304) 696-3209

Berkeley Co Commission

Ms. Deborah Hammond
County Administrator
400 W Stephen Street
Martinsburg, WV
(304) 264-1923

Upon award Verizon will assign a Project Manager and a Construction Manager to oversee the project as specified in the RFQ.

2.5.9.4 Failure to Complete and Liquidated Damages

Verizon Business takes exception to Section 2.5.9.4 in its entirety. Verizon cannot agree to the specific level of liquidated damages. However, Verizon Business is open to negotiating mutually agreeable remedies for failure to meet established completion targets and service level objectives.

THANK YOU FOR YOUR CONSIDERATION, TOGETHER WE WILL MAKE PROGRESS EVERYDAY!

The professional designation of

RCCIDD/OOSP

SPECIALTY

is awarded to

Lawrence W. Host

by BICSI® A Telecommunications Association, in recognition of having successfully completed BICSI's registration and examination requirements.

Issued

Expires May 22, 2004

December 31, 2007



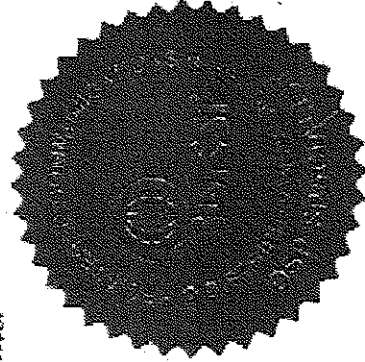
Paul Otis

President, BICSI



Robert L. Johnson

Executive Director, BICSI



The Department of Education

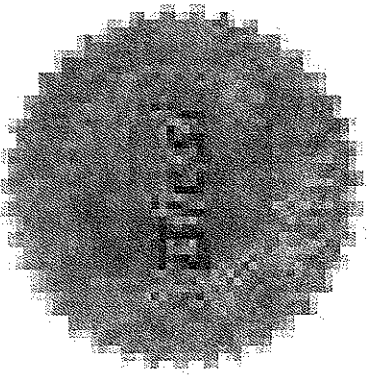
RECORDS

OFFICE

is located in

Douglas J. Nelson

Dr. Nelson has been named Director in recognition of his long and distinguished service to the Department of Education.



[Handwritten signature]
Director

Approved: _____
Secretary