

**verizon**business

**A PROPOSAL TO**

**STATE OF WEST VIRGINIA**

**For**

**ISCJ0079**

**April 20, 2009**



RECEIVED

**PRESENTED BY:**

2009 APR 16 PM 1:31

**Sandra K. Hawkins**  
**Senior Client Account Manager**  
**304-344-6700**  
**304-552-0920**  
**[sandra.k.hawkins@verizonbusiness.com](mailto:sandra.k.hawkins@verizonbusiness.com)**

WV PURCHASING  
DIVISION



Sandra K. Hawkins  
Senior Client Account Manager  
1500 MacCorkle Avenue, SE  
Charleston, WV 25314

April 20, 2009

Department of Administration  
Purchasing Division  
Building 15  
2019 Washington Street, East  
Charleston, WV 25305-0130

Attention: Krista Ferrell

RFQ SUBJECT: Cabling Project

RFQ #: ISCJ0079

Dear Ms Ferrell:

Verizon Business is pleased to submit its proposal to provide labor and materials for the installation of a complete structured cabling solution for the West Virginia Division of Motor Vehicles.

Verizon's financial stability and longevity provides the State of West Virginia a long-term partner for providing network services. Verizon is the number one Telecommunications Company provider in North America with assets of \$170 billion and revenues of \$60 billion annually. Verizon is ranked overall number 17 on the list of US Fortune 500 companies. On April 8, 2004, Verizon was added as one of the 30 companies that comprise the DOW Jones Industrial Average. Verizon's core competencies include its robust nationwide network, outstanding customer service, and over 125 years of expertise in delivering voice and data networks in West Virginia. Since 2004, Verizon has consistently been a top performer in customer satisfaction in the telecommunications industry segment by the J.D. Power and Associates "Major Provider Business Telecommunications Services Study SM".

Verizon Business has developed a comprehensive fiber optic cabling proposal for the State of West Virginia. Verizon Business will provide outstanding service quality, product flexibility, and a local dedicated Account Team.

As one of West Virginia's largest employers, taxpayers, philanthropic providers, and contributors to statewide economic development, Verizon Communications Inc. is a good steward in the State of West Virginia. Verizon made millions of dollars of infrastructure investment in the state, and employs over 2,145 people statewide, with an annual payroll of \$143.3 Million. Verizon

- Pays more than \$45.4 Million annually to 3,171 Retirees living in the state.
- Pays approximately \$53.2 Million annually in health care costs for employees and retirees.
- Paid 2,725 Vendors or Suppliers in the state in 2006.
- Made \$577,885 in Charitable and Civic Contributions statewide during 2006.
- Paid more than \$27.4 Million in West Virginia taxes in 2006.
- Invested \$86.3 Million in plant and equipment statewide in 2006.



Verizon Business commits to provide the services as described in this Proposal. I also give my personal commitment of service to the State of West Virginia. I look forward to continuing our business relationship and building an even stronger partnership with your firm.

Sincerely,

A handwritten signature in black ink that reads "Sandra K. Hawkins". The signature is written in a cursive style with a large, prominent "S" and "H".

Sandra K. Hawkins  
Senior Client Account Manager  
Authorized Contact  
(304) 344-6700  
[sandra.k.hawkins@verizonbusiness.com](mailto:sandra.k.hawkins@verizonbusiness.com)

*Verizon Business Network Services Inc., on behalf of Verizon Select Services Inc. ("Verizon") offers 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. In addition, software provided is licensed to Customer under the license provided by the software publisher or by the equipment manufacturer with which the software is provided. Customer shall, if required, execute a separate software license agreement in a form satisfactory to the software publisher or equipment manufacturer.*



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

# Request for Quotation

RFQ NUMBER  
**ISCJ0079**

PAGE  
**1**

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Verizon Select Services Inc.  
 1500 MacCorkle Avenue, SE  
 Charleston, WV 25314

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/13/2009				

BID OPENING DATE: **02/10/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		280-75		
<p>CABLING PROJECT FOR DMV TO KANAWHA CITY</p> <p>REQUEST FOR QUOTATION (RFQ)</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIALS FOR A COMPLETE STRUCTURED CABLING TELECOMMUNICATIONS DISTRIBUTION FOR THE WEST VIRGINIA DIVISION OF MOTOR VEHICLES LOCATED AT THE AGENCY'S LOCATION IN THE KANAWHA MALL PLAZA IN CHARLESTON, WEST VIRGINIA (KANAWHA CITY) PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON TUESDAY, JANUARY 26, 2009 AT 01:30 PM AT THE AGENCY'S KANAWHA MALL LOCATION. ALL VENDORS ARE ASKED TO ASSEMBLE IN THE HALLWAY OF THE MALL IN FRONT OF THE DIVISION OF MOTOR VEHICLES. ALL PRIME/GENERAL CONTRACTORS WISHING TO SUBMIT A BID FOR THIS PROJECT MUST ATTEND THIS MEETING. SUBCONTRACTORS AND MATERIAL SUPPLIERS ARE WELCOME TO ATTEND; HOWEVER, ATTENDANCE IS NOT MANDATORY. ANY PRIME/GENERAL CONTRACTOR FAILING TO ATTEND THIS MEETING WILL BE DISQUALIFIED FROM BIDDING ON THIS PROJECT. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Suleiman Hessami</i>	TELEPHONE <b>304 344 6700</b>	DATE <b>4/15/09</b>
TITLE <b>VP-Contracts</b>	FERN <b>16-1337624</b>	ADDRESS CHANGES TO BE NOTED ABOVE

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





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<p>VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS WEDNESDAY, JANUARY 28, 2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE. ANY VERBAL REPRESENTATIONS MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSIONS AT THE PRE-BID MEETING OR SUBSEQUENT DISCUSSIONS HELD BETWEEN THE VENDOR'S REPRESENTATIVE AND ANY STATE PERSONNEL IS NOT BINDING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO BID DOCUMENTS BY AN OFFICIAL ADDENDUM ARE BINDING.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED BY APRIL 30, 2009. THIS IS A FAST TRACK PROJECT. THE PURCHASE ORDER WILL SERVE AS THE NOTICE TO PROCEED.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE 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 FOR THE LIFE OF THE CONTRACT.</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 SPECIFIED IN SECTION 2.5 OF THE ATTACHED SPECIFICATIONS.</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>						

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 TITLE VP Contracts FEIN 16-1337624 ADDRESS CHANGES TO BE NOTED ABOVE

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<p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE 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 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 &amp; 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</p>						

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<p>FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF 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 &amp; ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Suleiman Nassami</i>	TELEPHONE 3043446700	DATE 4/15/09
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VENDOR

Verizon Select Services Inc.  
 1500 MacCorkle Avenue, SE  
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<p>CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <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>						

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ADDENDUM NOS.:						
NO. 1		S.H.				
NO. 2		S.H.				
NO. 3		S.H.				
NO. 4		S.H.				
NO. 5		S.H.				
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
<i>Suleiman Hessami</i>				.....SIGNATURE		
Verizon Business Network Services Inc. on behalf of Verizon Select Services Inc.				.....COMPANY		
				4/15/09 DATE		
REV. 11/96						
CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS						

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<i>Suleiman Hessami</i>	304 3446700	4/15/09
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VP Contracts	16-1337624	

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<p>STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE 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 LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:            CONTRACTORS NAME: <i>Verizon Select Services Inc.</i>            CONTRACTORS LICENSE NO.: <i>WV 037918</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>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE 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</p>						

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SIGNATURE <i>Suleiman Hossami</i>	TELEPHONE <i>304 3441000</i>	DATE <i>4/15/09</i>
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BID OPENING DATE: **02/10/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	GAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">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.: ISCJ0079</p> <p>BID OPENING DATE: 02/10/2009</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:</p> <p style="text-align: center;">----- 304 341 1464 -----</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Suleiman Hossami</i>	TELEPHONE 304 344-6700	DATE 4/15/09
TITLE VP Contracts	FAX 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  
**ISCJ0079**

PAGE  
**10**

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Verizon Select Services Inc.  
 1500 MacCorkle Avenue, SE  
 Charleston, WV 25314

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/13/2009				

BID OPENING DATE: **02/10/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <i>SANDRA K. HALKINS</i>						
***** THIS IS THE END OF RFQ ISCJ0079 ***** TOTAL:						<u>\$346,602.52</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Suleiman Bessami</i>	TELEPHONE 304 344 6700	DATE 4/15/09
TITLE VP Contracts	FEN 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: ISCJ0079

PAGE: 1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

VENDOR

Verizon Select Services Inc.  
 1500 MacCorkle Avenue, SE  
 Charleston, WV 25314

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/30/2009				

BID OPENING DATE: 03/03/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO:						
1.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST,						
2.) ANSWER ALL TECHNICAL QUESTIONS RECEIVED PRIOR TO THE 01/28/2009 DEADLINE,						
3.) ADD THE FOLLOWING LANGUAGE:						
"THIS PROJECT IS BEING DELAYED TO ALLOW TIME FOR REVISIONS TO THIS PROJECT BY THE AGENCY. REVISED SPECIFICATIONS AND DRAWINGS WILL BE ISSUED BY SUBSEQUENT ADDENDUM. THE AGENCY WILL SCHEDULE A WALK THROUGH OF THE REVISED SPACE AND ALLOW A PERIOD FOR QUESTIONS IN RELATION TO THESE CHANGES. THE DATES FOR THESE EVENTS WILL BE INCLUDED IN SAID ADDENDUM."						
4.) AND TO EXTEND THE BID OPENING DATE:						
BID OPENING DATE IS EXTENDED TO: 03/03/2009						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 1 *****						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Suleiman Nassami* TELEPHONE: 304 344 6700 DATE: 4/15/09  
 TITLE: VP Contracts 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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4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

---

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3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130

**RFQ#: ISCJ0079**  
**Addendum No. 1**  
**Technical Questions and Answers**

- 1) Will the routing of cable thru the bar joist be permissible or will you require that all cable not in cable tray be supported with J-hooks?

**The routing of cable thru the bar joist is not permissible. All cable not in cable tray must be supported with the proper hardware such as J-hooks.**

- 2) Does the state have the option to request Certified Payroll at any time during the project to check for compliance with WV Prevailing Wages?

**Yes - per WV State Code as follows:**

WEST VIRGINIA CODE  
 CHAPTER 21. LABOR.

<http://www.legis.state.wv.us/WVCODE/ChapterEntire.cfm?chap=21>

CHAPTER 21, LABOR ARTICLE 5A  
 WAGES FOR CONSTRUCTION OF PUBLIC IMPROVEMENTS

<http://www.legis.state.wv.us/WVCODE/Code.cfm?chap=21&art=5A#05A>

**§21-5A-6. Contracts to contain provisions relative to minimum wages to be paid.**

In all cases where any public authority has ascertained a fair minimum rate or rates of wages as herein provided, and construction of a public improvement is let to contract, the contract executed between the public authority and the successful bidder shall contain a provision requiring the successful bidder and all his subcontractors to pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages as provided by this article.

**§21-5A-7. Wage rates to be kept posted.**

A clearly legible statement of all fair minimum wage rates to be paid the several classes of skilled laborers, workmen and mechanics employed on the construction on the public improvement shall be kept posted in a prominent and easily accessible place at the site thereof by each contractor and subcontractor subject to the provisions of this article.

**§21-5A-8. Wage records to be kept by contractor, subcontractor, etc.; contents; open to inspection.**

The contractor and each subcontractor or the officer of the public authority in charge of the construction of a public improvement shall keep an accurate record showing the names and occupation of all such skilled laborers, workmen and mechanics employed by them, in connection with the construction on the public improvement and showing also the actual wages paid to each of the skilled laborers, workmen and mechanics, which record shall be open at all reasonable hours to the inspection of the department of labor and the public authority which let the contract, its officers and agents. It shall not be necessary to preserve such record for a period longer than three years after the termination of the contract.

- 3) The prints illustrate cable tray throughout the building. Is the installation of the cable tray part of this contract? If so, what type and size?

**This project is being revised. New specifications/drawings will be issued at a later time. A new and complete material list will be included with the reconfigured drawings and price list which will include any/all materials to be provided for this project.**

- 4) Due to the limited time allotted to respond to the bid (in relationship to the release of the Addendum), can the Bid Bond be greater than the requested 5%.

The minimum is 5%.

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: ISCJ0079

Date: 01/26/2009 at 1:30 pm

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	WV Purchasing Division
Firm Address:	2019 Washington St. East Charleston, WV 25305
Representative Attending:	Krista S. Ferrell
Phone Number:	304-558-2596
Fax Number:	304-558-4115
Email Address:	krista.s.ferrelle@wv.gov

Firm Name:	FIBERNET of WV
Firm Address:	1200 GRANDPRAIRIE STREET CHARLESTON WV 25311
Representative Attending:	GLENDON A. KEATON/RICK OWENS
Phone Number:	304-720-2100 EXT 2119
Fax Number:	304-720-2121
Email Address:	GKEATON@WVFIBERNET.NET

Firm Name:	New Valley Technologies LLC
Firm Address:	3524 RIVER ROAD MORGANTOWN, WV 26501
Representative Attending:	Robert E. Bishop R.E.D.D
Phone Number:	304 278-7723
Fax Number:	304 278-7404
Email Address:	RBISHOP@NUTECH.US

Firm Name:	Verizon Business
Firm Address:	827 Fairmount Road Suite 208 Morgantown, WV 26501
Representative Attending:	Lawrence Host, RCOD/OSP
Phone Number:	304-284-0502
Fax Number:	304-284-0500 + 304 391-1464
Email Address:	lawrence.host@verizonbusiness.com

Firm Name:	Pomero IT Solutions
Firm Address:	2618 Washington Street West Charleston WV 25304
Representative Attending:	Jason B. Caswender
Phone Number:	304-382-8637
Fax Number:	
Email Address:	JCaswender@Pomero.com

Firm Name:	Black Box Network Services
Firm Address:	5842 Davis Creek Rd Barbersville WV 25504
Representative Attending:	Colt Wheeler
Phone Number:	304-525-2651
Fax Number:	304-525-2779
Email Address:	Colt.Wheeler@WV.BlackBox.com

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: ISCJ0079 Date: 01/26/2009 at 1:30 pm

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Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	GRAYBAR ELECTRIC
Firm Address:	100 YOUNG STREET CHARLESTON WV 25301
Representative Attending:	Kevin Hyles
Phone Number:	304-344-2371
Fax Number:	304-344-0347
Email Address:	Kevin.hyles@graybar.com

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	



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  
 ISCJ0079

PAGE  
 1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Verizon Select Services Inc.  
 1500 MacCorkle Avenue, SE  
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SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/02/2009				

BID OPENING DATE: 03/25/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
THIS ADDENDUM IS ISSUED TO EXTEND THE BID OPENING DATE. REVISED SPECIFICATIONS AND DRAWINGS WILL BE ISSUED BY SUBSEQUENT ADDENDUM. THE AGENCY WILL SCHEDULE A WALK THROUGH OF THE REVISED SPACE AND ALLOW A PERIOD FOR ADDITIONAL QUESTIONS IN RELATION TO THESE CHANGES. THE DATES FOR THESE EVENTS WILL BE INCLUDED IN SAID ADDENDUM.						
BID OPENING DATE IS EXTEND TO: 03/25/2009						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 2 *****						
0001	1	LS		280-75		
CABLING PROJECT FOR DMV TO KANAWHA CITY						
***** THIS IS THE END OF RFQ ISCJ0079 ***** TOTAL:						\$346,602.52

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Suleiman Hossami</i>	TELEPHONE 304 344 6700	DATE 4/15/09
TITLE VP Contracts	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  
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State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
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 Charleston, WV 25305-0130

**Request for Quotation**

RFQ NUMBER  
**ISCJ0079**

PAGE  
**1**

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

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RFQ COPY  
 TYPE NAME/ADDRESS HERE

Verizon Select Services Inc.  
 1500 MacCorkle Avenue, SE  
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SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
03/15/2009						
BID OPENING DATE: 04/20/2009		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
THIS ADDENDUM IS ISSUED TO EXTEND THE BID OPENING DATE:						
BID OPENING DATE IS EXTENDED TO: 04/20/2009						
BID OPENING TIME REMAINS: 1:30 PM						
**REVISED PLANS AND SPECIFICATIONS WILL BE ADDED BY SUBSEQUENT ADDENDUM						
***** END ADDENDUM NO. 3 *****						
0001	1	LS		280-75		
CABLING PROJECT FOR DMV TO KANAWHA CITY						
***** THIS IS THE END OF RFQ ISCJ0079 ***** TOTAL:						<u>\$346,602.52</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Suleiman Dessami TELEPHONE 3043446700 DATE 4/15/09  
 TITLE VP Contracts FEIN 16-1337624 ADDRESS CHANGES TO BE NOTED ABOVE

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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  
 ISCJ0079

PAGE  
 1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Verizon Select Services Inc.  
 1500 MacCorkle Avenue, SE  
 Charleston, WV 25314

SHIP TO

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/07/2009				

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	BID OPENING TIME	UNIT PRICE	AMOUNT
				ADDENDUM NO. 4	01:30PM		
				THIS ADDENDUM IS ISSUED TO PROVIDE THE ATTACHED INFORMATION AND REVISED DRAWING.			
				BID OPENING DATE REMAINS: 04/20/2009			
				BID OPENING TIME REMAINS: 1:30 PM			
				***** END ADDENDUM NO. 4 *****			
0001	1	LS		280-75			
				CABLING PROJECT FOR DMV TO KANAWHA CITY			
				***** THIS IS THE END OF RFQ ISCJ0079 *****			
				TOTAL:			\$346,602.52

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: Suleiman Hossaini TELEPHONE: 3043446700 DATE: 4/15/09

TITLE: VP Contracts FEN: 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 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, 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 may be deemed null and void, and 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 Cover Entity (45 CFR §160.103) and will be disclosing Protected Health information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

---

**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 case of discrepancy.
  5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
- 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: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



Part Number	Quantity	Unit	Description	Unit Price	Total
AT 1601-xx	1	Each	Allentel 1 FOOT All Colors CAT 6 PATCH CABLE		
AT 1602-xx	1	Each	Allentel 2 FOOT All Colors CAT 6 PATCH CABLE		
AT 1603-xx	1	Each	Allentel 3 FOOT All Colors CAT 6 PATCH CABLE		
AT 1604-xx	1	Each	Allentel 4 FOOT All Colors CAT 6 PATCH CABLE		
AT 1605-xx	1	Each	Allentel 5 FOOT All Colors CAT 6 PATCH CABLE		
AT 1607-xx	1	Each	Allentel 7 FOOT All Colors CAT 6 PATCH CABLE		
AT 1610-xx	1	Each	Allentel 10 FOOT All Colors CAT 6 PATCH CABLE		
AT 1501EV-xx	1	Each	Allentel 1 FOOT All Colors CAT 5A PATCH CABLE		
AT 1502EV-xx	1	Each	Allentel 2 FOOT All Colors CAT 5A PATCH CABLE		
AT 1503EV-xx	1	Each	Allentel 3 FOOT All Colors CAT 5A PATCH CABLE		
AT 1504EV-xx	1	Each	Allentel 4 FOOT All Colors CAT 5A PATCH CABLE		
AT 1505EV-xx	1	Each	Allentel 5 FOOT All Colors CAT 5A PATCH CABLE		
AT 1507EV-xx	1	Each	Allentel 7 FOOT All Colors CAT 5A PATCH CABLE		
AT 1510EV-xx	1	Each	Allentel 10 FOOT All Colors CAT 5A PATCH CABLE		
GB LC2 D 1	1	Each	Allentel 1 Meter (yellow) Single Mode LC-LC Jumper		
GB LC2 D 1	1	Each	Allentel 2 Meter (yellow) Single Mode LC-LC Jumper		
GB LC2 D 1	1	Each	Allentel 3 Meter (yellow) Single Mode LC-LC Jumper		
GB LC2 D 1	1	Each	Allentel 5 Meter (yellow) Single Mode LC-LC Jumper		
GB LC2 D 1	1	Each	Allentel 10 Meter (yellow) Single Mode LC-LC Jumper		
GB LC2 D 4	1	Each	Allentel 1 Meter (aqua) 50m Multimode LC-LC Jumper		
GB LC2 D 4	1	Each	Allentel 2 Meter (aqua) 50m Multimode LC-LC Jumper		
GB LC2 D 4	1	Each	Allentel 3 Meter (aqua) 50m Multimode LC-LC Jumper		
GB LC2 D 4	1	Each	Allentel 5 Meter (aqua) 50m Multimode LC-LC Jumper		
GB LC2 D 4	1	Each	Allentel 10 Meter (aqua) 50m Multimode LC-LC Jumper		
GB LCC D 1	1	Each	Allentel 1 Meter (yellow) Single Mode LC-LC Jumper		
GB LCC D 1	1	Each	Allentel 2 Meter (yellow) Single Mode LC-LC Jumper		
GB LCC D 1	1	Each	Allentel 3 Meter (yellow) Single Mode LC-LC Jumper		
GB LCC D 1	1	Each	Allentel 5 Meter (yellow) Single Mode LC-LC Jumper		
GB LCC D 1	1	Each	Allentel 10 Meter (yellow) Single Mode LC-LC Jumper		
GB LCC D 4	1	Each	Allentel 1 Meter (aqua) 50m Multimode LC-LC Jumper		
GB LCC D 4	1	Each	Allentel 2 Meter (aqua) 50m Multimode LC-LC Jumper		
GB LCC D 4	1	Each	Allentel 3 Meter (aqua) 50m Multimode LC-LC Jumper		
GB LCC D 4	1	Each	Allentel 5 Meter (aqua) 50m Multimode LC-LC Jumper		
GB LCC D 4	1	Each	Allentel 10 Meter (aqua) 50m Multimode LC-LC Jumper		
26 WO Pkg WW1	1	Each	Avtech room monitoring system RoomAlert 26 WO Pkg WW1		
26 WO Pkg WW2	1	Each	Avtech room monitoring system RoomAlert 26 WO Pkg WW2		
XC-1000-580-8L-WT	1	Each	BRADY White on Blue 1" x 30' Label		
XC-1000-580-0N-WT	1	Each	BRADY White on Green 1" x 30' Label		
XC-1000-580-OR-BK	1	Each	BRADY Black on Orange 1" x 30' Label		
XC-1000-580-YL-BK	1	Each	BRADY Black on Yellow 1" x 30' Label		
XC-1500-580-WT-RD	1	Each	BRADY Red on White 1 1/2" x 30' Label		
XC-500-580-WT-BK	1	Each	BRADY Black on White 1/2" x 30' Label		
XPERT-ABC	1	Each	BRADY XPERT Printer - ABC		
XPERT-AC	1	Each	BRADY AC Adapter		
XPERT-KEY	1	Each	BRADY XPERT Printer - KEY		
XSL-29-427	1	Each	BRADY 1/2" x 1" Self Laminating Label		
XSL-31-427	1	Each	BRADY 1 1/2" x 1" Self Laminating Label		
ACD2X2U	1	Each	Bogart Drop-in Ceiling Speaker self Amplified		
ESTY33M	1	Each	Bogart - Enhancer System Package		
MVP410BG	1	Each	Bogart 4-port VoIP Gateway		
PCMCPU	1	Each	Bogart PCMCPU		
PCMTIM	1	Each	Bogart PCMTIM		
PCMZPM	1	Each	Bogart PCMZPM		
SPS2410	1	Each	Bogart DC Power Supply		
UT11	1	Each	Bogart Single-Zone Telephone Interface		
UT1812	1	Each	Bogart Multi-zone paging controller with telephone interface and 3 zones		



CF 54/300	1	Each	Cablotti BASKET TRAY, 12"
CF54/100EZ	1	Each	Cablotti BASKET TRAY, 4"
CF54/150EZ	1	Each	Cablotti BASKET TRAY, 6"
00105/150	1	Each	Cablotti BASKET TRAY DROPOUT
EDRN	1	50 PK	Cablotti BASKET TRAY SPLICES
EZT 90 KIT	1	Each	Cablotti BASKET TRAY 18" 90 DEGREE
FAS ROLLER	1	Package	Cablotti FASROLLER - CASE OF 6 FASROLLERS
PACKCF 54/100	1	Each	Cablotti EASY PACK, 4"
PACKCF 54/150	1	Each	Cablotti EASY PACK, 6"
PACKCF 54/300	1	Each	Cablotti EASY PACK, 12"
RAD T 90 KIT 2	1	Each	Cablotti HEAVY-DUTY 90 DEGREE TURN
RAD T 90 KIT 4	1	Each	Cablotti HEAVY-DUTY 90 DEGREE TURN
CG-4X6C-6500	100	Feet	CARLON TELECOM 1.25 IN PLENUM, WHITE, W/TAPE PLENUM-GARD NON METALLIC CORRUGATED FLEXIBLE RACEWAY
10250-718	1	Each	Chatsworth OVERHEAD RUNWAY, 18", BLACK
10995-718	1	Each	Chatsworth RACK TOP PLATES, 18", BLACK
11901-701	1	Each	Chatsworth SPLICE FITTING
11902-703	1	Each	Chatsworth JUNCTION KIT
11421-718	1	Each	Chatsworth WALL BRACKET, 18" BLACK
12816-711	1	Each	Chatsworth Horizontal Rack-Mount Power Unit
12851-705	1	Each	Chatsworth Vertical Power Strip
15218-703	1	Each	Chatsworth ADJUSTABLE 4 POST RACK 36.42" X 42.32"
15295-704	1	Each	Chatsworth ADJUSTABLE VENTED SHELF
55053-X03	1	Each	Chatsworth RACK 19"W x 84"H x 15"D, 45 RMU
A1224-HR	1	Each	Chatsworth CONSOLIDATION POINT, 47.5"L x 23.5"W x 12.1"D Active
A1224-PP	1	Each	Chatsworth CONSOLIDATION POINT, 47.5"L x 23.5"W x 12.1"D Passive
E3032S-41.36	1000	Feet	General Cable 18ga 2 Conductor Speaker Wire
GB11421ZTGBKT	1	Each	Harger 1/4" X 2" X 12" TGB KIT
GB114412TMGBKT	1	Each	Harger 1/4" X 2" X 12" TMGB KIT
GB114420TMGBKT	1	Each	Harger 1/4" X 2" X 20" TMGB KIT
RGBHKT14119.25	1	Each	Harger 1/4" X 1" X 19-1/4" HORIZONTAL RACK GROUND BAR KIT
RGBVKT145936A	1	Each	Harger 1/4" X 5/8" X 36" VERTICAL RACK GROUND BAR KIT
RGBVKT145972A	1	Each	Harger 1/4" X 5/8" X 72" VERTICAL RACK GROUND BAR KIT
CT2003X2			HELLERMAN Caution Fiber Optic Cable Tag Orange
CT2012X2			HELLERMAN Caution Telephone Cable Tag Yellow
GWT003X2			HELLERMAN Telephone Ground Wire Tag Orange
FF2BK	1	Each	Hubbell Black Cover/Flange
FR480BK/A	1	Each	Hubbell Black 4-Gang Box
PT2FIT	1	Each	Hubbell Large Capacity, Low Voltage Through Floor Fitting
PTXC	1	Each	Hubbell Large Capacity Multi-Service Pedestal Through Floor Fitting
S10FCBRS	1	Each	Hubbell 4" Brass Cover
S1PTAVRT	1	Each	Hubbell 4" Poke Thru
OFOR700G6	1	Each	Panduit OFFICE CORNER R
OFORC700G6	1	Each	Panduit OFFICE FURN CORNER RCWY



**COMMSCOPE SYSTEMAX or EQUAL**

MATERIAL ID	FIBER STRANDS		LazrSPEED 150		LazrSPEED 300		PLENUM		INDOOR / OUTDOOR		ALUMINUM INTERLOCKE D ARMOR		TIGHT SUFFERE		LOOSE TUBE		FIGURE 8 MESSRNGER		DIELECTRIC METALLIC	PRICE /FT	Minimum Req. Ft.	PRICE
	6	12	6	12	6	12	INDOOR	OUTDOOR	X		X		X		X							
700009798-APAC			X		X		X				X											
700009798			X		X		X				X											
760002790			X		X		X				X											
760016717			X		X		X				X											
700009772-APAC			X		X		X				X											
700009772			X		X		X				X											
760002477			X		X		X				X											
760002790			X		X		X				X											
760016808			X		X		X				X											
700009756-APAC			X		X		X				X											
700009756			X		X		X				X											
760016725			X		X		X				X											
700009731-APAC			X		X		X				X											
700009731			X		X		X				X											
760002485			X		X		X				X											
760002808			X		X		X				X											
760016816			X		X		X				X											

LazrSPEED 300 Multimode Indoor/Outdoor Tight Buffered Plenum-Rated Cable

5101006A 6 Single Unit 50 micron  
 700009798 6 Single Unit 50 micron  
 700009798 12 Single Unit 50 micron

LazrSPEED 150 Multimode Indoor/Outdoor Tight Buffered Plenum-Rated Cable

5101006A 6 Single Unit 50 micron  
 700009772 6 Single Unit 50 micron  
 700009772 12 Single Unit 50 micron

**COMMSCOPE SYSTIMAX or EQUAL**

MATERIAL ID	FIBER STRANDS	TeraSPEED	LazrSPEED 550	PLENUM		INDOOR / OUTDOOR		ALUMINUM INTERLOCKE D ARMOR	TIGHT BUFFERE		LOOSE TUBE	FIGURE 8 MESSENGER	DIELECTRIC METALLIC	Price / Ft. Minimum
				INDOOR	OUTDOOR	INDOOR	OUTDOOR							
760004317	4	X		X		X		X	X					
760004317-APYL	4	X		X		X		X	X					
760037176	4	X		X		X			X					
760002575	4	X				X				X			X	
760002253	4	X				X				X				
760037416	4		X			X			X				X	
760007351	4		X			X				X				
760007245	4		X			X			X				X	
760004333	6	X		X		X			X					
760004333-APYL	6	X		X		X		X	X					
760036384	6	X		X		X			X					
760016550	6	X		X		X				X				
760016550-APBK	6	X		X		X		X		X			X	
760002584	6	X				X				X				
760002261	6	X				X			X					
760012138	6		X			X			X					
760012138-APAQ	6		X			X		X	X					
760036426	6		X			X			X					
760016873	6		X			X			X				X	
760007369	6		X			X				X				
760007252	6		X			X				X			X	
760004353	12	X		X		X			X					
760004358-APYL	12	X		X		X		X	X					
7600037192	12	X		X		X			X					
760037192-APBK	12	X		X		X		X	X					
760016568	12	X		X		X				X				
760016568-APBK	12	X		X		X		X		X			X	
760002592	12	X		X		X				X			X	
760002279	12	X				X				X				
760013680	12	X				X				X			X	
760006411	12	X		X		X			X					
760006411-APAQ	12	X		X		X		X	X					
760037432	12	X		X		X			X					
760037432-APBK	12	X		X		X		X	X					
760014837	12	X		X		X				X				
760014837-APBK	12	X		X		X		X		X			X	
760007377	12	X				X				X				
760007260	12	X				X				X			X	

**COMMSCOPE SYSTEMAX or EQUAL**

MATERIAL ID	FIBER STRANDS	TeraSpeed	LazSpeed 550	PLENUM		INDOOR / OUTDOOR		ALUMINUM INTERLOCKE D ARMOR	TIGHT BUFFERE	LOOSE TUBE	FIGURE 8 MESSENGER	DIELECTRIC METALLIC		PRICE
				INDOOR	OUTDOOR	INDOOR	OUTDOOR							
760018630	24	X		X					X					
760018630-APYL	24	X		X				X	X					
760037218	24	X		X			X		X					
760037218-APBK	24	X		X			X		X					
760016576	24	X		X			X		X					
760016576-APBK	24	X		X			X		X					
760002618	24	X					X		X			X		
760002295	24	X					X		X				X	
760026328	24	X					X		X				X	
760018697	24	X		X					X					
760018697-APAQ	24	X		X				X	X					
760037457	24	X		X				X	X					
760037457-APBK	24	X		X				X	X					
760016881	24	X		X			X		X					
760016881-APBK	24	X		X			X		X					
760007393	24	X					X		X			X		
760007286	24	X					X		X				X	
760070300	24	X					X		X				X	
760004382	48	X		X					X					
760004382-APYL	48	X		X				X	X					
760037903	48	X		X			X		X					
760037903-APBK	48	X		X			X		X					
760012229	48	X		X			X		X					
760012229-APBK	48	X		X			X		X					
760002634	48	X					X		X				X	
760002311	48	X					X		X				X	
760055434	48	X					X		X				X	
760024554	48	X		X					X					
760024554-APAQ	48	X		X				X	X					
760038141	48	X		X			X		X					
760038141-APBK	48	X		X			X		X					
760016907	48	X		X			X		X					
760016907-APBK	48	X		X			X		X					
760007419	48	X					X		X				X	
760007302	48	X		X			X		X				X	



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
ISCJ0079

PAGE
1

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

RFQ COPY  
 TYPE NAME/ADDRESS HERE

Verizon Select Services Inc.  
 1500 MacCorkle Avenue, SE  
 Charleston, WV 25314

ALL STATE AGENCIES  
 AND POLITICAL SUBDIVISIONS  
 VARIOUS LOCALES AS INDICATED  
 BY ORDER

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/13/2009				

BID OPENING DATE: 04/20/2009 BID OPENING TIME: 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		280-75		
ADDENDUM NO. 5  THIS ADDENDUM IS ISSUED TO CLARIFY THE EXPECTED COMPLETION OF THIS PROJECT  "WORK TO BE COMPLETED WITHIN 90 DAYS FROM THE ISSUANCE OF THE NOTICE TO PROCEED. THE AGENCY WILL ISSUE A WRITTEN NOTICE TO PROCEED TO THE SUCCESSFUL VENDOR.  BID OPENING DATE REMAINS: 04/20/2009 BID OPENING TIME REMAINS: 1:30 PM  ***** END ADDENDUM NO. 5 *****						
***** THIS IS THE END OF RFQ ISCJ0079 *****						TOTAL: \$346,602.52

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE	TELEPHONE	DATE	
Suleiman Hossaini	304 3446700	4/15/09	
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE	
VP Contracts	16-1337624		

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

---

**Verizon offers the following responses to the sections identified below.**

**Verizon has read, understands, and will comply with all other sections, including Addendum 1, 2, 3, and 4 of this Request for Quotation ISCJ0079.**

**Verizon offers the following information in response to Addendum #5.**

**Verizon Response:**

Materials will be delivered to the customer site within 2 calendar weeks from award of bid and the Customer's execution of a contract with Verizon. The delivery of the materials will be coordinated with the construction superintendent; off site delivery and staging may be required. The Construction period for this project is approximately 90 Days to complete. The cabling installation schedule is dependant upon the coordination with other trades on site including the installation of cable tray and conduit stubs, construction and painting of wall as well as the installation of modular furniture by others. The modular furniture must be equipped with pathways of adequate capacity for the installation of this Cat-6 cable plant. The customer must provide station location information for all cabling required. The customer must also provide Verizon with prompt building access to all areas required for installation of cabling. Additions and/or modifications to this project scope will impact the end date. Verizon must not be held liable for schedule delays of the cabling project due to delays of dependant tasks (describe above) predicated by others.

**Per Page 4 – Bonds**

**Verizon Response:**

Read, understands and complies. The Bid Bond is included in this response. Upon award of bid, Verizon will provide the Performance Bond and Labor and Material Bond. Verizon will require 7 working days to process these documents.

**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

This document contains Verizon material that shall not be disclosed, duplicated, or used for any purpose other than to evaluate this proposal

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.

### Verizon Response:

**Read, understands and complies. Upon award of bid, a Project Manager will be assigned to oversee the project as specified in the RFQ.**

#### 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.

### Verizon Response:

**Read, understands, and complies. Upon award of bid, a Construction Manager will be assigned to oversee the project as specified in the RFQ.**

#### 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.

### Verizon Response:

**Read, understands and complies.**

**Company Profile:** Verizon Select Services Inc.

**Year Started:** 1989

This document contains Verizon material that shall not be disclosed, duplicated, or used for any purpose other than to evaluate this proposal

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**State of Incorporation:** Delaware

**Parent Company:** Verizon Communications Inc.

**Estimated # of Employees:** 305

**Estimated Annual Sales** \$38,500,000

Verizon Select Services Inc. (VSSI) provides, upgrades, monitors, and maintains fully integrated voice and data systems. Over 8,000 customers nationwide enjoy VSSI's extensive experience in designing, implementing, and then operating the telecommunications infrastructures that are the "life blood" of large government entities, hospitals, and *Fortune* 500 firms. Some of VSSI's services include the following.

- staging and configuration of Local and Wide Area voice networks
- voice and data customer premises equipment (CPE) implementation and management
- Managed Network Services
- network-based services
  - switched and private line voice
  - long distance
  - Centrex
  - PBX
  - E911

**Verizon Communications Inc.** (NYSE:VZ) is one of the world's leading providers of communications services. With a diverse work force of approximately 208,000, Verizon has four business units: Domestic Telecom serves customers based in 29 states with wire line telecommunications services, including broadband, nationwide long-distance and other services. Verizon Wireless owns and operates the nation's most reliable wireless network, serving 42.1 million voice and data customers across the United States. Information Services operates directory publishing businesses and provides electronic commerce services. International includes wire line and wireless operations and investments, primarily in the Americas and Europe.

This document contains Verizon material that shall not be disclosed, duplicated, or used for any purpose other than to evaluate this proposal

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.

#### **Verizon Response:**

**Read, understands, and complies. Lance Host's resume and certification documents are included in this response.**

2.3.4 The Vendor must also have **Systemax, Siemon and BICSI Registered Installers and Technicians or equal Registered Installers and Technicians** on staff and assign them to this project. The project shall be staffed 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 7. A copy of their registrations must be provided and should be submitted in The Vendor's response to this RFQ.

#### **Verizon Response:**

**Read, understands, and complies. Please see Structured Cabling Experience and Reference document and certifications included in this response.**

2.3.5 The vendor must also provide an on-site project clerk/assistant for up to 20 hours weekly as deemed necessary by the State and/or the Vendor. Project clerk/assistant must have verifiable telecommunications related experience with State of WV telecommunications projects.

#### **Verizon Response:**

**Read, understands, and complies. An on-site project clerk/assistant will be assigned upon award of bid.**

#### 2.4 References

This document contains Verizon material that shall not be disclosed, duplicated, or used for any purpose other than to evaluate this proposal



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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.

### **Verizon Response:**

**Read, understands, and complies. References may be found in the Structured Cabling Experiences and References document included in this response.**

#### **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, coverages, 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

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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).

**Verizon Response:**

**Read, understands, and will comply. Insurance certifications will be provided upon award of bid as per the RFQ. Verizon will require 7 working days to process these documents.**

This document contains Verizon material that shall not be disclosed, duplicated, or used for any purpose other than to evaluate this proposal

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

**Request for Quotation for ISCJ0079**

**1.0 OBJECTIVE**

The West Virginia Purchasing Division for the agency, the State of West Virginia Department of Administration Office of Technology (WVOT) is soliciting bids to provide the agency with a complete structured cabling telecommunications distribution system for the *Dept of Transportation, Division of Motor Vehicles, Charleston WV*.

**This is a new construction / renovation area within the Kanawha Mall on MacCorkle Ave. in Charleston WV.**

**The project must be completed by April 30, 2009.**

This Request for Quotation covers all Phases: **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

**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 Quotation specifications file by an official written addendum are binding.

**Job Site Parking**

There is vendor parking (first come first serve) on the parking lot behind the Building. Equipment may be unloaded at the rear door of the building but vehicles will not be allowed to remain there.

**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.

**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.

### **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.

### **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.

### **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 non-patented 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.

## **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 **structured cabling telecommunications distribution systems** 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 provided and should 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 **Systimax, Siemon and BICSI Registered Installers and Technicians or equal Registered Installers and Technicians** on staff and assign them to this project. The project shall be staffed 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*. A copy of their registrations must be provided and should be submitted in The Vendor's response to this RFQ.

2.3.5 The vendor must also provide an on-site project clerk/assistant for up to 20 hours weekly as deemed necessary by The State and /or The Vendor. Project clerk/assistant must have verifiable telecommunications related experience with State of WV telecommunications projects.

## 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.

## 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, coverages, 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).

## 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**

The WVOT, as part of its mission, strives for standardization and centralization in technologies to reduce costs including multiple materials stock, technician and end user training, maintaining technology levels, and coordination of multiple location installations.

1. **Category 6 copper, fiber optic cable, and all termination hardware must be from a single manufacturer for the entire project and MUST BE PLENUM RATED.** All installed copper pairs and fiber strands must be terminated and tested to manufacturer's specifications. Each designated location will require two category 6 cables within a single faceplate.
2. **Multiple manufacturers will not be acceptable.**
3. **All Category 6 copper, fiber optic cable, and all termination hardware must be CommScope Systimax (or equal).**
  - A. CommScope Systimax products are used as the technology level standard.
  - B. The use of brand name or equal specifications is for the purpose of describing the minimum standard of quality, technical performance and installation characteristics required and are not intended to limit or restrict competition.
  - C. Alternate bids that meet or exceed those of the brand name or equal specifications and features are invited. In order to receive full consideration, such alternate bids should be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation. Samples include at a minimum, but not limited to, each product bid: fiber shelf termination units, copper patch panels, manufacturer's fiber optic cable specifications and installed test result specifications, manufacturer's category 6 cable specifications and installed test result specifications, and any other applicable item. All samples provided will be returned to the vendor.

D. Vendors must submit descriptive literature and samples with their response to the RFQ to allow the West Virginia Office of Technology time to make a determination of equality to the brand specified.

E. Failure to provide descriptive literature and samples may result in the bid being rejected as non-responsive and will extend the award determination and cause the construction timeline to be jeopardized.

4. **Due to the complexity of the job, not all conditions and issues can be known. The WVOT will coordinate with the successful vendor to accommodate these unforeseen instances should they arise. Any such change will be upon approval of a change order by the Purchasing Division.**
5. **Hours can be flexible and varied but must be approved by the Office of Technology.**
6. **The State will provide space for staging of materials on site, but will not be responsible for staged materials**

## 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 the computer room. 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 all equipment rooms. 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(B) standard

<https://www.bicsi.org/archive/2008SpringNashville/downloads/ToddFries.pdf>

## 7.0 **AS – BUILT DRAWINGS**

At the completion of the job, before final payment is made, the Contractor shall submit four (4) sets of as-built hard copy and electronic form media (utilizing CAD software that is acceptable to the WVOT) to the WVOT. As-built drawings and documentation must be submitted within four (4) weeks of acceptance of project by the State of West Virginia.



**As-built drawings and documentation shall include (but not be limited to) the following as related to this specific project:**

1. **All cables** - data, voice, video, central paging speaker, reinforcement speaker, intrusion, BAC, HVAC, access control, CCTV, CATV, sound, and labeling of communications outlets and/or device location information.
2. Equipment rack and/or cabinet elevations indicating all rack/cabinet, equipment, patch panel, cabling, and labeling.
3. List of equipment by system and description (head-end systems, switches, monitors, televisions, phones, etc.) showing serial numbers and part numbers.

## **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](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 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 Directory, 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 (as required)**

13.1 Carefully remove existing ceilings in the building 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. Damaged ceiling tiles will be replaced by the Vendor.

13.2 Restoration of the ceiling systems to their original finish in a non-refurbished area will be a requirement of this RFQ.

13.3 Restoration of the ceiling systems to their original finish in a newly refurbished area will be a requirement of this RFQ. The original tiles may be put back up 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.

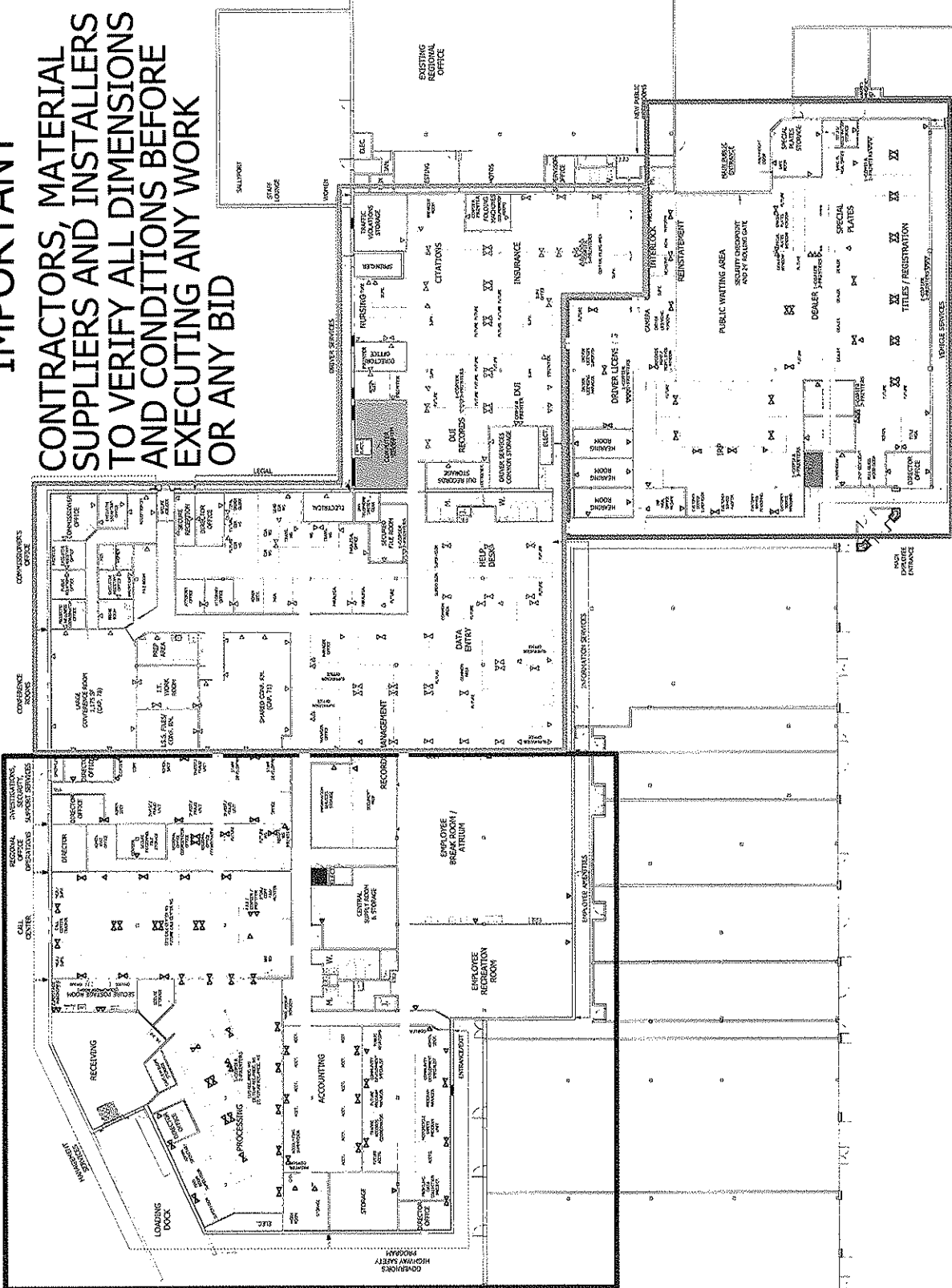
### **16.0 PAINTING**

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.

**IMPORTANT**  
**CONTRACTORS, MATERIAL**  
**SUPPLIERS AND INSTALLERS**  
**TO VERIFY ALL DIMENSIONS**  
**AND CONDITIONS BEFORE**  
**EXECUTING ANY WORK**  
**OR ANY BID**

EXISTING CONDITIONS TO REMAIN  
 NEW WALLS, CEILING, FLOOR, PARTITION WALLS, DOORS, WINDOWS, ETC.  
 NEW ELECTRICAL, PLUMBING, MECHANICAL, ETC.  
 NEW FINISHES, PARTITION WALLS, ETC.  
 NEW PARTITION WALLS, ETC.  
 NEW PARTITION WALLS, ETC.  
 NEW PARTITION WALLS, ETC.  
 NEW PARTITION WALLS, ETC.  
 NEW PARTITION WALLS, ETC.



RENOVATIONS OF THE EXISTING KANAWHA MALL FOR  
**SIMPSON PROPERTIES, INC.**  
 CHARLESTON, WV  
 57TH STREET AND MACCORKLE AVENUE, S.E.

Issue Date	Description
11/12/20	For Preliminary
	For Construction
	Revision
	Description

SEAL:

TITLE:  
**TENANT 15**  
**FLOOR PLAN**

SCALE: NOT TO SCALE



## RFQ ISCJ0079 BID PRICE SHEET (rev 01)

PART NUMBER	DESCRIPTION	UNIT	Quantity	UNIT PRICE	EXTENDED PRICE
760028324	Systimax 600G2-1U-MOD-SD 600G2 Modular Shelf, 1U, Slide	Each	2	\$ 194.38	\$ 388.76
760039867	Systimax RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray 1U Shelf	Each	2	\$ 33.31	\$ 66.63
760032086	Systimax 600G2-2U-MOD-SD 600G2 Modular Shelf, 2U, Slide	Each	1	\$ 249.13	\$ 249.13
760031856	Systimax RS-4AF-16SF RoloSplice Kit E/W 4x Fusion Splice Tray 2U Shelf	Each	2	\$ 44.15	\$ 88.30
760031039	Systimax MODG2-12LC-SM-PT G2 Module_12LC TeraSPEED Pigtaills	Each	4	\$ 237.91	\$ 951.66
760027748	Systimax MODG2-12LC-LS-PT G2 Module_12LC LazzrSPEED 550 Pigtaills	Each	4	\$ 245.27	\$ 981.09
760004358-APYL	Systimax 12 Strand / Single-mode Armoured Fiber Optic Cable	Feet	600	\$ 2.05	\$ 1,230.56
700009731-APAQ	Systimax 12 Strand / Multi-mode Armoured Fiber Optic Cable	Feet	600	\$ 3.13	\$ 1,876.90
FPC-XLCLC22-PF3	Systimax 3 FOOT - LC/LC Jumper Cable - MM	Each	4	\$ 55.42	\$ 221.69
FPC-XLCLC22-PF7	Systimax 7 FOOT - LC/LC Jumper Cable - MM	Each	4	\$ 59.56	\$ 238.24
FPC-XLCLC22-PF3	Systimax 3 FOOT - LC/LC Jumper Cable - SM	Each	4	\$ 47.54	\$ 190.15
FPC-XLCLC22-PF7	Systimax 7 FOOT - LC/LC Jumper Cable - SM	Each	4	\$ 51.68	\$ 206.70
700208093	Systimax 2071E Category 6 Gigaspeed XL Plenum Cable, Blue	1000/Bx	250	\$ 445.08	\$ 111,268.84
700206758	Systimax MGS400 Info. Outlet, MGS400-318 Blue	Each	800	\$ 7.63	\$ 6,101.33
M14CE-003	Systimax Faceplate 4-Hole w/blanks_Modular Furniture TBD	Each	300	\$ 2.07	\$ 620.65
108168550	Systimax M14L-246 4 Port Faceplate Ivory	Each	100	\$ 1.31	\$ 130.84
108065822	Systimax M61A-318 Blue ICON	Each	800	\$ 0.09	\$ 73.45
760062364	Systimax PM-GS3-48: 48 Port Patch Panel	Each	16	\$ 452.90	\$ 7,246.45
760062356	Systimax PM-GS3-24: 24 Port Patch Panel	Each	6	\$ 226.45	\$ 1,358.71
760074278	Systimax VisiPatch 360 19-Inch 1U Panel Kit	Each	50	\$ 146.24	\$ 7,311.87
760060350	Systimax VP360-788-Head, 4 Pair Head	Each	2	\$ 31.07	\$ 62.13
108062043	Systimax 788H1 Impact Tool	Each	2	\$ 178.63	\$ 357.27
760030368	Systimax VP360-914-Bit, 1 Pair Bit	Each	2	\$ 24.85	\$ 49.70
E3032S.41.86	General Cable 18ga 2 Conductor Speaker Wire	1000/Bx	2	\$ 109.99	\$ 219.99
540-110-6IN	QwickTron 6 Inch Blue Cat 6 Patch Cable	Each	800	\$ 3.63	\$ 2,907.53
PZWIFIENA	Panduit Ceiling Mount Wireless Access Point Enclosure	Each	6	\$ 213.70	\$ 1,282.22
PZW2x2DCB	Panduit Ceiling Bracket 2x2 WAP Kit	Each	6	\$ 124.84	\$ 749.07
26 WO Pkg WV1	Avtech room monitoring system RoomAlert 26 WO Pkg WV1	Each	1	\$ 3,712.69	\$ 3,712.69
26 WO Pkg WV2	Avtech room monitoring system RoomAlert 26 WO Pkg WV2	Each	2	\$ 2,077.91	\$ 4,155.82
GBI14420TMGBKT	Harger 1/4" X 4" X 20" TMGB KIT	Each	1	\$ 182.08	\$ 182.08
GBI14212TGBKT	Harger 1/4" X 2" X 12" TGB KIT	Each	2	\$ 85.09	\$ 170.18
RGBVKIT145836A	Harger RACK GROUND BAR KIT	Each	5	\$ 54.38	\$ 271.91
A1224-PP	Chatsworth Consolidation Point Cabinet, 47.5"L x 23.5"W x 12.1"D	Each	15	\$ 1,448.34	\$ 21,725.10
11348-719	Chatsworth Wall Mount Rack Swing Gate	Each	2	\$ 327.28	\$ 654.55
57004-703	Chatsworth Global Standard Pack	Each	3	\$ 372.39	\$ 1,117.16
10250-712	Chatsworth Ladder Tray 12" Section 10'	Each	5	\$ 75.26	\$ 376.30
10595-712	Chatsworth Ladder Tray 12" Top Plate Kit	Each	6	\$ 27.17	\$ 163.05
11421-712	Chatsworth Ladder Tray 12" Wall Angle Support Kit	Each	8	\$ 19.76	\$ 158.08
12816-711	Chatsworth Horizontal Rack-Mount Power Unit	Each	2	\$ 95.70	\$ 191.40
12851-705	Chatsworth Vertical Power Strip	Each	2	\$ 158.91	\$ 317.82
CF 54/300	Cablofil BASKET TRAY, 12" Section 10'	Each	10	\$ 84.15	\$ 841.51
SWKEZ	Cablofil TRAY - CLAMP ASSEMBLY KIT	50/Bag	3	\$ 72.35	\$ 217.06
ESYS3M	Bogen - Enhancer System Package	Each	2	\$ 1,046.20	\$ 2,092.39
CSD2X2	Bogen - 2x2 Drop in Ceiling Speaker	Each	20	\$ 80.52	\$ 1,610.32
FS2R-Red	Wiremold Flamestopper 2" Unit	Each	6	\$ 115.94	\$ 695.66
FS4R-Red	Wiremold Flamestopper 4" Unit	Each	8	\$ 150.10	\$ 1,200.76
SSB24	STI - Firestop Pillow - 2" x 4" x 9"	Each	16	\$ 11.94	\$ 191.09
	Verizon Project Discount				\$ (23,092.24)
				Total Material Price	\$ 163,382.52
				Total Installation Price	\$ 183,220.00
				<b>Total Bid Price</b>	<b>\$ 346,602.52</b>

Part Number	Quantity	Unit	Description	Unit Price	Total Item Price	If there is a minimum order required specify the quantity in this column.
AT 1601-xx	1	Each	AllenTel 1 FOOT All Colors CAT 6 PATCH CABLE	\$3.85	\$3.85	1
AT 1602-xx	1	Each	AllenTel 2 FOOT All Colors CAT 6 PATCH CABLE	\$4.25	\$4.25	1
AT 1603-xx	1	Each	AllenTel 3 FOOT All Colors CAT 6 PATCH CABLE	\$4.68	\$4.68	1
AT 1604-xx	1	Each	AllenTel 4 FOOT All Colors CAT 6 PATCH CABLE	\$5.11	\$5.11	1
AT 1605-xx	1	Each	AllenTel 5 FOOT All Colors CAT 6 PATCH CABLE	\$5.18	\$5.18	1
AT 1607-xx	1	Each	AllenTel 7 FOOT All Colors CAT 6 PATCH CABLE	\$6.65	\$6.65	1
AT 1610-xx	1	Each	AllenTel 10 FOOT All Colors CAT 6 PATCH CABLE	\$8.23	\$8.23	1
AT 1501EV-xx	1	Each	AllenTel 1 FOOT All Colors CAT 5A PATCH CABLE	\$1.78	\$1.78	1
AT 1502EV-xx	1	Each	AllenTel 2 FOOT All Colors CAT 5A PATCH CABLE	\$2.10	\$2.10	1
AT 1503EV-xx	1	Each	AllenTel 3 FOOT All Colors CAT 5A PATCH CABLE	\$2.40	\$2.40	1
AT 1504EV-xx	1	Each	AllenTel 4 FOOT All Colors CAT 5A PATCH CABLE	\$2.53	\$2.53	1
AT 1505EV-xx	1	Each	AllenTel 5 FOOT All Colors CAT 5A PATCH CABLE	\$2.84	\$2.84	1
AT 1507EV-xx	1	Each	AllenTel 7 FOOT All Colors CAT 5A PATCH CABLE	\$3.29	\$3.29	1
AT 1510EV-xx	1	Each	AllenTel 10 FOOT All Colors CAT 5A PATCH CABLE	\$4.08	\$4.08	1
GB LC2 D 1	1	Each	AllenTel 1 Meter (yellow) Single Mode LC-LC Jumper	\$32.87	\$32.87	1
GB LC2 D 1	1	Each	AllenTel 2 Meter (yellow) Single Mode LC-LC Jumper	\$33.84	\$33.84	1
GB LC2 D 1	1	Each	AllenTel 3 Meter (yellow) Single Mode LC-LC Jumper	\$46.62	\$46.62	1
GB LC2 D 1	1	Each	AllenTel 5 Meter (yellow) Single Mode LC-LC Jumper	\$36.83	\$36.83	1
GB LC2 D 1	1	Each	AllenTel 10 Meter (yellow) Single Mode LC-LC Jumper	\$41.68	\$41.68	1
GB LC2 D 4	1	Each	AllenTel 1 Meter (aqua) 50m Multimode LC-LC Jumper	\$22.10	\$22.10	1
GB LC2 D 4	1	Each	AllenTel 2 Meter (aqua) 50m Multimode LC-LC Jumper	\$24.20	\$24.20	1
GB LC2 D 4	1	Each	AllenTel 3 Meter (aqua) 50m Multimode LC-LC Jumper	\$26.23	\$26.23	1
GB LC2 D 4	1	Each	AllenTel 5 Meter (aqua) 50m Multimode LC-LC Jumper	\$30.54	\$30.54	1
GB LC2 D 4	1	Each	AllenTel 10 Meter (aqua) 50m Multimode LC-LC Jumper	\$43.35	\$43.35	1
GB LCC D 1	1	Each	AllenTel 1 Meter (yellow) Single Mode LC-LC Jumper	\$28.09	\$28.09	1
GB LCC D 1	1	Each	AllenTel 2 Meter (yellow) Single Mode LC-LC Jumper	\$29.06	\$29.06	1
GB LCC D 1	1	Each	AllenTel 3 Meter (yellow) Single Mode LC-LC Jumper	\$30.03	\$30.03	1
GB LCC D 1	1	Each	AllenTel 5 Meter (yellow) Single Mode LC-LC Jumper	\$31.97	\$31.97	1
GB LCC D 1	1	Each	AllenTel 10 Meter (yellow) Single Mode LC-LC Jumper	\$36.91	\$36.91	1
GB LCC D 4	1	Each	AllenTel 1 Meter (aqua) 50m Multimode LC-LC Jumper	\$18.13	\$18.13	1
GB LCC D 4	1	Each	AllenTel 2 Meter (aqua) 50m Multimode LC-LC Jumper	\$20.00	\$20.00	1
GB LCC D 4	1	Each	AllenTel 3 Meter (aqua) 50m Multimode LC-LC Jumper	\$22.02	\$22.02	1
GB LCC D 4	1	Each	AllenTel 5 Meter (aqua) 50m Multimode LC-LC Jumper	\$27.14	\$27.14	1
GB LCC D 4	1	Each	AllenTel 10 Meter (aqua) 50m Multimode LC-LC Jumper	\$39.99	\$39.99	1
26 WO Pkg WW1	1	Each	Avtech room monitoring system RoomAlert 26 WO Pkg WW1	\$3,923.76	\$3,923.76	1
26 WO Pkg WW2	1	Each	Avtech room monitoring system RoomAlert 26 WO Pkg WW2	\$2,196.03	\$2,196.03	1
XC-1000-580-BL-WT	1	Each	BRADY White on Blue 1" x 30' Label	\$58.38	\$58.38	1
XC-1000-580-GN-WT	1	Each	BRADY White on Green 1" x 30' Label	\$58.38	\$58.38	1
XC-1000-580-OR-BK	1	Each	BRADY Black on Orange 1" x 30' Label	\$58.38	\$58.38	1
XC-1000-580-YL-BK	1	Each	BRADY Black on Yellow 1" x 30' Label	\$58.38	\$58.38	1
XC-1500-580-WT-RD	1	Each	BRADY Red on White 1 1/2" x 30' Label	\$58.38	\$58.38	1
XC-500-580-WT-BK	1	Each	BRADY Black on White 1/2" x 30' Label	\$58.38	\$58.38	1
XPERT-ABC	1	Each	BRADY IDXPRT Printer - ABC	\$472.68	\$472.68	1
XPERT-AC	1	Each	BRADY AC Adapter	\$70.85	\$70.85	1
XPERT-KEY	1	Each	BRADY IDXPRT Printer - KEY	\$472.68	\$472.68	1
XSL-29-427	1	Each	BRADY 1/2" x 1" Self Laminating Label	\$59.70	\$59.70	1
XSL-31-427	1	Each	BRADY 1 1/2" x 1" Self Laminating Label	\$55.72	\$55.72	1
ACD2X2JU	1	Each	Bogen Drop-In Ceiling Speaker self Amplified	\$82.18	\$82.18	1
ESYS3M	1	Each	Bogen - Enhancer System Package	\$2,629.39	\$2,629.39	1
MVP410BG	1	Each	Bogen 4-port VoIP Gateway	\$185.69	\$185.69	1
PCMCPU	1	Each	Bogen PCMCPU	\$227.67	\$227.67	1
PCMTIM	1	Each	Bogen PCMTIM	\$158.65	\$158.65	1
PCMZPM	1	Each	Bogen PCMZPM	\$104.59	\$104.59	1
SPS2410	1	Each	Bogen DC Power Supply	\$264.14	\$264.14	1
UTI1	1	Each	Bogen Single-Zone Telephone Interface	\$405.97	\$405.97	1
UTI312	1	Each	Bogen Multi-zone paging controller with telephone interface and 3 zones	\$1,105.67	\$1,105.67	1



F 54/300	1	Each	Cablofil BASKET TRAY, 12"	\$73.10	\$73.10	1
CF54/100EZ	1	Each	Cablofil BASKET TRAY, 4"	\$80.19	\$80.19	1
CF54/150EZ	1	Each	Cablofil BASKET TRAY, 6"	\$88.93	\$88.93	1
DO105/450	1	Each	Cablofil BASKET TRAY DROPOUT	\$20.84	\$20.84	1
EDRN	1	50 PK	Cablofil BASKET TRAY SPLICES	\$147.02	\$147.02	1
EZT 90 KIT	1	Each	Cablofil BASKET TRAY 18" 90 DEGREE	\$21.59	\$21.59	1
FAS ROLLER	1	Package	Cablofil FASROLLER - CASE OF 6 FASROLLERS	\$50.06	\$50.06	1
PACKCF 54/100	1	Each	Cablofil EASY PACK, 4"	\$51.61	\$51.61	1
PACKCF 54/150	1	Each	Cablofil EASY PACK, 6"	\$416.13	\$416.13	1
PACKCF 54/300	1	Each	Cablofil EASY PACK, 12"	\$275.94	\$275.94	1
RAD T 90 KIT 2	1	Each	Cablofil HEAVY-DUTY 90 DEGREE TURN	\$50.06	\$50.06	1
RAD T 90 KIT 4	1	Each	Cablofil HEAVY-DUTY 90 DEGREE TURN	\$51.61	\$51.61	1
CG4X6C-6500	100	Feet	CARLON TELECOM 1.25 IN PLENUM, WHITE, WTAPE PLENUM-GARD NON METALLIC CORRUGATED FLEXIBLE RACEWAY	\$2.41	\$241.10	100 Feet
10250-718	1	Each	Chatsworth OVERHEAD RUNWAY, 18" BLACK	\$90.98	\$90.98	1
10595-718	1	Each	Chatsworth RACK TOP PLATES, 18" BLACK	\$30.10	\$30.10	1
11301-701	1	Each	Chatsworth SPLICE FITTING	\$8.14	\$8.14	1
11302-703	1	Each	Chatsworth JUNCTION KIT	\$8.50	\$8.50	1
11421-718	1	Each	Chatsworth WALL BRACKET, 18" BLACK	\$23.90	\$23.90	1
12816-711	1	Each	Chatsworth Horizontal Rack-Mount Power Unit	\$101.14	\$101.14	1
12851-705	1	Each	Chatsworth Vertical Power Strip	\$167.94	\$167.94	1
15218-703	1	Each	Chatsworth ADJUSTABLE 4 POST RACK 36.42" X 42.32"	\$540.81	\$540.81	1
15255-704	1	Each	Chatsworth ADJUSTABLE VENTED SHELF	\$132.00	\$132.00	1
56053-X03	1	Each	Chatsworth RACK 19"W x 84"H x 15"D, 45 RMU	\$129.87	\$129.87	1
A1224-HR	1	Each	Chatsworth CONSOLIDATION POINT, 47.5"L x 23.5"W x 12.1"D Active	\$1,676.32	\$1,676.32	1
A1224-PP	1	Each	Chatsworth CONSOLIDATION POINT, 47.5"L x 23.5"W x 12.1"D Passive	\$1,530.68	\$1,530.68	1
E3032S.41.86	1000	Feet	General Cable 18ga 2 Conductor Speaker Wire	\$0.12	\$118.19	1,000 Feet
GB114212TG8KT	1	Each	Harger 1/4" X 2" X 12" TGB KIT	\$85.09	\$85.09	1
GB114412TMGBKT	1	Each	Harger 1/4" X 2" X 12" TMGB KIT	\$89.93	\$89.93	1
GB114420TMGBKT	1	Each	Harger 1/4" X 2" X 20" TMGB KIT	\$191.25	\$191.25	1
RGBHKIT14119.25	1	Each	Harger 1/4" X 1" X 19-1/4" HORIZONTAL RACK GROUND BAR KIT	\$57.47	\$57.47	1
RGBVKIT145836A	1	Each	Harger 1/4" X 5/8" X 36" VERTICAL RACK GROUND BAR KIT	\$61.41	\$61.41	1
RGBVKIT145872A	1	Each	Harger 1/4" X 5/8" X 72" VERTICAL RACK GROUND BAR KIT	\$105.07	\$105.07	1
CT2003X2	1	Pack	HELLERMAN Caution Fiber Optic Cable Tag Orange	\$40.88	\$40.88	1
CT2012X2	1	Pack	HELLERMAN Caution Telephone Cable Tag Yellow	\$40.88	\$40.88	1
GWT003X2	1	Pack	HELLERMAN Telephone Ground Wire Tag Orange	\$5.78	\$5.78	1
FF2BK	1	Each	Hubbell Black Cover/Flange	\$75.58	\$75.58	1
FR480BKA	1	Each	Hubbell Black 4-Gang Box	\$98.80	\$98.80	1
PT2FIT	1	Each	Hubbell Large Capacity, Low Voltage Through Floor Fitting	\$151.17	\$151.17	1
PTXFC	1	Each	Hubbell Large Capacity Multi-Service Pedestal Through Floor Fitting	\$126.91	\$126.91	1
S1CFCBRS	1	Each	Hubbell 4" Brass Cover	\$110.28	\$110.28	1
SIPTAVFIT	1	Each	Hubbell 4" Poke Thru	\$163.53	\$163.53	1
OFCR700G6	1	Each	Panduit OFFICE CORNER R	\$5.09	\$5.09	1
OFCRC700G6	1	Each	Panduit OFFICE RUN CORNER RCWY	\$1.99	\$1.99	1

**Optional Panduit items which can accompany the 2 Panduit items listed above**

OFR200B6	1	Each	PANDUIT OFFICE FURNITURE RACEWAY - 6 FOOT	\$5.63	\$5.63	6 FOOT PIECE
OFR200B8	1	Each	PANDUIT OFFICE FURNITURE RACEWAY - 8 FOOT	\$5.63	\$5.63	8 FOOT PIECE
OFR50C6	1	Each	PANDUIT OFFICE FURNITURE VERTICAL	\$1.94	\$1.94	1
OFR2850OG	1	Each	PANDUIT OFFICE FURNITURE SPILLOVER	\$13.05	\$13.05	1
OFR200DMBOG	1	Each	PANDUIT OFFICE FURNITURE DESK MOUNT BOX	\$11.51	\$11.51	1
OFR200FCR700G2	1	Bag	PANDUIT 4 CUBICAL DROP FITTING	\$60.10	\$60.10	1
OFR200FCR700G4	1	Bag	PANDUIT 4 CUBICAL DROP FITTING	\$94.43	\$94.43	1
OFR20RAOG	1	Each	PANDUIT RIGHT ANGLE FITTING	\$10.32	\$10.32	1
OFR20TOG	1	Each	PANDUIT TEE FITTING	\$13.17	\$13.17	1
OFR20GOB	1	Each	PANDUIT INSIDE CORNER FITTING	\$13.17	\$13.17	1
OFR20OCOB	1	Each	PANDUIT OUTSIDE CORNER FITTING	\$13.84	\$13.84	1

**COMMSCOPE SYSTIMAX or EQUAL**

MATERIAL ID	FIBER STRANDS		LazrSPEED 150		LazrSPEED 300		PLENUM	INDOOR	INDOOR / OUTDOOR	ALUMINUM INTERLOCKED ARMOR	TIGHT BUFFER	LOOSE TUBE	FIGURE 8 MESSENGER	DIELECTRIC METALLIC	Minimum Req. Ft.	PRICE
	6	12	6	12	6	12		INDOOR	OUTDOOR	X	X	X				
700009798-APAQ			X		X				X		X				1640	\$ 3,835.87
700009798			X		X						X	X			1640	\$ 1,380.04
760002790			X		X			X							1640	\$ 2,252.16
760016717			X		X						X	X			1640	\$ 4,671.37
700009772-APAQ					X					X					1640	\$ 3,903.10
700009772					X						X				1640	\$ 2,181.93
760002477					X					X					1640	\$ 2,502.49
760002790					X					X					1640	\$ 2,252.16
760016808					X										1640	\$ 6,347.39
700009756-APAQ					X					X					1640	\$ 5,457.46
700009756			X		X						X				1640	\$ 2,492.45
760016725			X		X						X	X			1640	\$ 5,549.26
700009731-APAQ					X					X					1640	\$ 7,016.34
700009731					X						X				1640	\$ 4,376.91
760002485					X										1640	\$ 3,981.10
760002808					X										1640	\$ 3,753.85
760016816					X										1640	\$ 7,132.47

LazrSPEED 300 M ultimate Indoor/Outdoor Tight Buffered Plenum-Rated Cable

51 01 005A 6 Single Unit 50 micron  
 51 01 012A 12 Single Unit 50 micron

LazrSPEED 150 M ultimate Indoor/Outdoor Tight Buffered Plenum-Rated Cable

51 01 005A 6 Single Unit 50 micron  
 51 01 012A 12 Single Unit 50 micron

**COMMSCOPE SYSTIMAX or EQUAL**

MATERIAL ID	FIBER STRANDS	TeraSPEED	LazrSPEED 550	PLENUM		INDOOR / OUTDOOR		ALUMINUM INTERLOCKED ARMOR	TIGHT BUFFER	LOOSE TUBE	FIGURE 8 MESSENGER	DIELECTRIC METALLIC	Price /Ft.	Minimum Req. Ft.	PRICE
				INDOOR	OUTDOOR	INDOOR	OUTDOOR								
760004317	4	X		X					X				\$ 0.30	1640	\$ 489.36
760004317-APYL	4	X		X				X	X				\$ 1.52	1640	\$ 2,490.45
760037176	4	X		X		X			X				\$ 0.72	1640	\$ 1,182.39
760002576	4	X					X		X			X	\$ 0.45	1640	\$ 741.69
760002253	4	X					X		X			X	\$ 0.55	1640	\$ 907.24
760037416	4	X		X		X			X				\$ 2.80	1640	\$ 4,594.62
760007351	4	X		X			X		X			X	\$ 2.02	1640	\$ 3,304.63
760007245	4	X		X			X		X			X	\$ 2.44	1640	\$ 3,997.66
760004333	6	X		X			X		X				\$ 0.58	1640	\$ 952.13
760004333-APYL	6	X		X			X		X				\$ 2.05	1640	\$ 3,359.06
760036384	6	X		X		X			X				\$ 0.97	1640	\$ 1,592.99
760016550	6	X		X		X			X				\$ 2.37	1640	\$ 3,882.56
760016550-APBK	6	X		X		X		X	X				\$ 5.58	1640	\$ 9,155.38
760002584	6	X		X			X		X			X	\$ 0.48	1640	\$ 788.34
760002261	6	X		X			X		X				\$ 0.58	1640	\$ 958.66
760012138	6	X		X			X		X				\$ 2.49	1640	\$ 4,086.45
760012138-APAQ	6	X		X			X		X				\$ 4.75	1640	\$ 7,792.40
760036426	6	X		X		X			X				\$ 3.11	1640	\$ 5,107.81
760016873	6	X		X		X			X				\$ 6.86	1640	\$ 11,255.04
760007369	6	X		X			X		X			X	\$ 2.63	1640	\$ 4,317.46
760007252	6	X		X			X		X			X	\$ 3.12	1640	\$ 5,116.84
760004358	12	X		X			X		X				\$ 0.99	1640	\$ 1,920.33
760004358-APYL	12	X		X			X		X				\$ 3.01	1640	\$ 4,928.72
7600037192	12	X		X			X		X				\$ 1.78	1640	\$ 2,927.38
760037192-APBK	12	X		X		X		X	X				\$ 4.05	1640	\$ 6,634.34
760016568	12	X		X		X			X				\$ 2.53	1640	\$ 4,155.43
760016568-APBK	12	X		X		X		X	X				\$ 6.01	1640	\$ 9,857.44
760002592	12	X		X			X		X			X	\$ 0.52	1640	\$ 860.08
760002279	12	X		X			X		X			X	\$ 0.70	1640	\$ 1,152.04
760013680	12	X		X			X		X			X	\$ 2.10	1640	\$ 3,439.82
760006411	12	X		X			X		X			X	\$ 4.60	1640	\$ 7,547.34
760006411-APAQ	12	X		X			X		X				\$ 6.98	1640	\$ 11,471.26
760037432	12	X		X		X		X	X				\$ 5.75	1640	\$ 9,434.30
760037432-APBK	12	X		X		X		X	X				\$ 11.78	1640	\$ 19,314.32
760014837	12	X		X		X		X	X				\$ 8.67	1640	\$ 14,217.54
760014837-APBK	12	X		X		X		X	X				\$ 17.94	1640	\$ 29,417.82
760007377	12	X		X			X		X			X	\$ 4.62	1640	\$ 7,583.96
760007260	12	X		X			X		X			X	\$ 5.29	1640	\$ 8,680.32

**COMMSCOPE SYSTIMAX or EQUAL**

MATERIAL ID	FIBER STRANDS	TeraSPEED	LazrSPEED 550	PLENUM		INDOOR / OUTDOOR		ALUMINUM INTERLOCKED ARMOR	TIGHT BUFFERED	LOOSE TUBE	FIGURE 8 MESSENGER	DIELECTRIC	METALLIC	Price /Ft.	Minimum Req. Ft.	PRICE
				INDOOR	OUTDOOR	INDOOR	OUTDOOR									
760018630	24	X		X					X					\$ 2.08	1640	\$ 3,405.46
760018630-APYL	24	X		X				X	X					\$ 5.01	1640	\$ 8,208.77
760037218	24	X		X		X			X					\$ 2.80	1640	\$ 4,256.76
760037218-APBK	24	X		X		X		X	X					\$ 5.30	1640	\$ 8,692.86
760016576	24	X		X		X				X				\$ 3.20	1640	\$ 5,242.25
760016576-APBK	24	X		X		X		X		X				\$ 6.77	1640	\$ 11,105.05
760002618	24	X					X			X		X		\$ 0.74	1640	\$ 1,210.73
760002295	24	X					X			X			X	\$ 0.89	1640	\$ 1,460.06
760026328	24	X					X			X		X		\$ 2.68	1640	\$ 4,402.99
760018697	24								X					\$ 8.60	1640	\$ 14,112.20
760018697-APAQ	24				X			X	X					\$ 13.16	1640	\$ 17,575.01
760037457	24				X			X	X					\$ 10.76	1640	\$ 17,640.31
760037457-APBK	24				X			X	X					\$ 17.32	1640	\$ 28,408.25
760016881	24				X					X				\$ 12.86	1640	\$ 21,097.69
760016881-APBK	24				X			X		X				\$ 26.05	1640	\$ 42,718.35
760007393	24							X		X		X		\$ 8.76	1640	\$ 14,363.78
760007286	24									X				\$ 9.66	1640	\$ 15,843.90
760070300	24									X		X		\$ 11.94	1640	\$ 19,588.47
760004382	48	X				X			X					\$ 6.98	1640	\$ 11,417.58
760004382-APYL	48	X			X			X	X					\$ 9.83	1640	\$ 16,125.57
760037903	48	X			X				X					\$ 8.70	1640	\$ 14,272.22
760037903-APBK	48	X			X			X	X					\$ 16.26	1640	\$ 26,673.54
760012229	48	X			X					X				\$ 4.66	1640	\$ 7,650.18
760012229-APBK	48	X			X			X		X		X		\$ 7.17	1640	\$ 11,764.72
760002634	48	X					X			X				\$ 1.45	1640	\$ 2,378.83
760002311	48	X					X			X			X	\$ 1.27	1640	\$ 2,075.83
760055434	48	X					X			X			X	\$ 3.07	1640	\$ 5,027.30
760024554	48				X				X					\$ 25.90	1640	\$ 42,480.82
760024554-APAQ	48				X			X	X					\$ 31.11	1640	\$ 51,015.41
760038141	48				X				X					\$ 33.41	1640	\$ 54,800.36
760038141-APBK	48				X			X	X					\$ 44.91	1640	\$ 73,647.84
760016907	48				X					X				\$ 23.13	1640	\$ 37,930.84
760016907-APBK	48				X			X		X				\$ 31.40	1640	\$ 51,502.26
760007419	48									X		X		\$ 16.71	1640	\$ 27,411.72
760007302	48									X			X	\$ 18.22	1640	\$ 29,878.59

STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT****VENDOR OWING A DEBT TO THE STATE:**

**West Virginia Code** §5A-3-10a provides that: 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 owed is an amount greater than one thousand dollars in the aggregate.

**PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:**

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

**ANTITRUST:**

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the state of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the state of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the state of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

**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. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.

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

Verizon Business Network Services

Vendor's Name: Inc. on behalf of Verizon Select  
Services Inc.

Authorized Signature: Suleiman Hossaini Date: 4/15/09

**AGREEMENT ADDENDUM**

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOURPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

**ACCEPTED BY:**  
**STATE OF WEST VIRGINIA**

Spending Unit: \_\_\_\_\_

Signed: \_\_\_\_\_

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

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

**VENDOR** Verizon Business Network Services  
Inc. on behalf of Verizon Select  
Company Name: Services Inc.

Signed: Suleiman Nassami

Title: VP Contracts

Date: 4/15/09

# State of West Virginia VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

**1. Application is made for 2.5% resident vendor preference for the reason checked:**

- Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or** 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,
- Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

**2. Application is made for 2.5% resident vendor preference for the reason checked:**

Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**3. Application is made for 2.5% resident vendor preference for the reason checked:**

Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**4. Application is made for 5% resident vendor preference for the reason checked:**

Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

**5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

**6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract\* Bidder will notify the Purchasing Division in writing immediately.**

Bidder: Verizon Business Network Services Inc. on behalf of Verizon Select Services Inc.      Signed: Suleiman Deasami

Date: 4/15/09      Title: VP Contracts

\*Check any combination of preference consideration(s) indicated above, which you are entitled to receive.

# System Agreement

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

Verizon Entity Name ("Verizon"): Verizon Business Network Services Inc. on behalf of  Verizon Select Services Inc.	<b>B. Customer Name ("Customer")</b>  State of West Virginia Office of Technology
Address: 1500 MacCorkle Avenue, SE	Address: 1900 Kanawha Blvd. E, Building 1
City: Charleston State: WV Zip Code: 25314	City: Charleston State: WV Zip Code: 25305
Contact Name and Phone Number: Sandra K. Hawkins, 304-344-6700	Customer Billing Address (if different):
Quote Number (if applicable) <u>1-1AV1U6</u>	City: State: Zip Code:
	Contact Name and Phone Number: Krista Ferrell 304-558-2596

<p><b>C. Select all applicable options:</b></p> <p><input checked="" type="checkbox"/> New System/Service Sale  <input type="checkbox"/> Adds/Upgrade to Existing System  <input type="checkbox"/> Installation Services  <input type="checkbox"/> International Purchase and Sale (Drop Ship)</p> <p><b>VERIZON MAINTENANCE SERVICES</b></p> <p><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 PBX Supplemental  <input type="checkbox"/> 8x5 Switch &amp; Phones  <input type="checkbox"/> 8x5 Switch &amp; 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 &amp; 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</p>	<p><b>Verizon Maintenance Services Cont'd.</b></p> <p><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> <p><b>Third Party Maintenance Services -</b> Third party maintenance will be provided in accordance with (i) the service descriptions of the respective third party maintenance service providers (generally available on their respective websites) and (ii) the relevant terms and conditions of this Agreement, specifically excluding section 3.2 (termination for convenience).</p> <p><input type="checkbox"/> Nortel Extended Service  <input type="checkbox"/> Cisco SMARTnet  <input type="checkbox"/> Other:</p>
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# System Agreement

## 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:

Equipment and/or Installation Price \$ 346,602.52

Professional Services Price \$ \_\_\_\_\_

Maintenance Service

Voice Maintenance Service for \_\_\_\_\_ Year(s) \$ \_\_\_\_\_

Third Party Maintenance Service for \_\_\_\_\_ Year(s) \$ \_\_\_\_\_

Supplemental Warranty Coverage \$ \_\_\_\_\_

Applicable taxes (estimated) \$ \_\_\_\_\_

**TOTAL PRICE** \$ 346,602.52

## 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

- Avaya Equipment, Maintenance and Professional Services Exhibit
- Call Center Software, Support and Professional Services Exhibit
- Cisco Technology Migration Program Supplement
- Cisco Try and Buy Program Supplement
- Equipment Sales and Installation Exhibit
- E-Rate Funding Related Terms and Conditions
- International Purchase and Sale Exhibit
- PBX Mobile Extension
- Professional Services Exhibit
- Quote
- Service Plan Description(s)
- Statement of Work
- Statement of Work (Avaya)
- 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 (hereinafter collectively the "System") and/or professional services 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, and/or the Maintenance Services Exhibit. The foregoing exhibits do not apply to maintenance services provided by a third party. Third party maintenance will be provided in accordance with (i) the service descriptions of the respective third party maintenance service providers (generally available on their respective websites) and (ii) the relevant terms and conditions of this Agreement, specifically excluding section 3.2 (termination for convenience).

**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 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



## System Agreement

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.

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 (if permitted by Verizon), 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. 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.



## System Agreement

**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. 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.

9.12. If ordering Cisco Products or services, acknowledge having read and understand the End User obligations and service descriptions for relevant Cisco products and services as found at [www.cisco.com/go/servicesdescriptions](http://www.cisco.com/go/servicesdescriptions) or other URL as may be provided by Cisco from time to time. Further, Customer agrees to the terms and conditions of Cisco's Software License Agreement.

**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



## System Agreement

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 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 DIRECT DAMAGES NOT TO EXCEED 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 involving: (i) automated



## System Agreement

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.

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



## System Agreement

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 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





## System Agreement

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 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. Notwithstanding any contrary term in this Agreement and consistent with applicable law, Verizon may disclose the terms of this Agreement, in whole or in part, to: a) Verizon affiliates; b) Verizon or Verizon affiliate suppliers and/or subcontractors that offer (including new offer or renewal offers), provide, repair, maintain, bill, collect, or perform other functions in connection with Verizon or Verizon affiliate products or services under or in connection with this Agreement; c) successors in interest to Verizon or Verizon affiliates (by merger or otherwise); and/or d) persons to whom Verizon or Verizon affiliates may sell all or part of their respective businesses or assets. 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@verizonbusiness.com](mailto:notice@verizonbusiness.com)) with a copy to Verizon Business Services, 22001 Loudoun County Parkway,





**System Agreement**

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.

**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 Network Services, Inc.**  
on behalf of Verizon Select Services Inc.

**Customer: State of West Virginia IS&C**

By: Suleiman Hessami  
Print Name: Suleiman Hessami  
Title: Vice President  
Date: 4/15/09

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## 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.



State of WV RFQ ISCJ0079

**STATEMENT OF WORK (SOW) NO. 1-1AV1U6  
TO VERIZON SYSTEM AGREEMENT  
CPE Deployment Services Staging, Installation, or Integration**

<b>Customer:</b> State of West Virginia	<b>Quote:</b> 1-1AV1U6
<b>Contract ID:</b> N/A	<b>Date:</b> 4/8/2009

**Verizon Business Network Services Inc.,  
on behalf of** Verizon Select Services Inc.  
22001 Loudoun County Parkway  
Ashburn, VA 20147

Signed: Suleiman Hessami  
Name: Suleiman Hessami  
Title: Vice President  
Date: 4/15/09

**CUSTOMER'S LEGAL NAME:** State of West Virginia

Address: 1900 Kanawha Blvd East, Building 1  
Charleston, WV 25305

Signed: \_\_\_\_\_  
Name: Krista Ferrell  
Title: State of WV, Purchasing Division Buyer  
Date: \_\_\_\_\_

This Statement of Work ("SOW") amends and is a part of the System Agreement (the "Agreement"), entered between Verizon Select Services Inc. ("Verizon"), and State of West Virginia ("Customer"), Contract ID number, if applicable, as shown above, executed by both parties as of April,08,2009. This SOW is effective as of the date last written above "Effective Date").

**Description of Project**

1. **Services.**

This SOW defines the services and deliverables that Verizon will provide to Customer under the terms of the Agreement and forms the basis for the pricing in the quote referenced above (the "Quote"). Verizon will perform the Staging, Installation, or Integration services (collectively, "CPE Deployment Services"), as indicated, at the locations listed in the Quote.

2. **Scope of Work.**

- This project includes Staging.
- This project includes Installation.
- This project includes Integration.

**Staging**

Verizon will stage and ship the System to Customer designated locations as shown in the applicable quote.

**Installation**

Verizon will install the System, pre configured for connectivity to Verizon provided transport or to a third party transport with a Customer provided configuration. Verizon will only provided transport activation support services, no local area network ("LAN") configuration or activation services are included with Installation.

**Integration**

Verizon will implement the System, pre configured for connectivity to Verizon provided transport or to a third party transport with a Customer provided configuration. Verizon will provide transport activation support services and local area network ("LAN") configuration and activation services.

#### **Deliverables and Documentation (if any) to be Produced by Verizon and Verizon Obligations.**

Verizon will:

- Provide a Single Point Of Contact ("SPOC") who will be responsible and authorized to (i) make all decisions and give all approvals which Customer may need from Verizon, and (ii) provide Customer's personnel on a timely basis with all information, data, and support reasonably required for its performance under this SOW, including but not limited to making available appropriate personnel to work with the Customer as the Customer may reasonably request. (iii) manage and participate in the kickoff discussion, schedule coordination.
- Provide CPE Deployment Services selected in the Scope Of Work section above and as indicated on the Quote.

#### **Staging**

Staging services provides services defined below:

- Deliver the System to the Customer's site(s) shown on the Quote.
- In addition, Verizon will provide the following services:
  - Material handling (unpacking, recording of serial numbers, and asset tag information as required).
  - Assembly/staging of the System.
  - Power-up test the System.
  - Configure the System with Customer provided configurations, as required.
  - Apply incremental operating system changes to the System, as required.
  - Document System configuration and IOS version and provide a written copy to Customer.
  - Apply Customer provided asset tags, as required.
  - Verify inventory with System package documentation.
  - Repackage the System.
  - Process the System for shipment/delivery.

#### **Installation**

In addition to Staging services, Installation provides services defined below:

- Contact Customer prior to install in order to confirm site readiness, including:
  - Verifying that any Customer provided equipment (e.g. data switch, UPS, wiring etc.) is ready for quoted System installations.
  - Verify that the Customer's equipment room meets the environmental recommendations of the System manufacturer.
  - Verify that the Customer's systems power and ground meets the recommendations of the System manufacturer.
- Install the System in Customer-provided rack space or other desired locations at the Customer's sites as specified on the Quote.
- Verify System power-up, operation of network interfaces and run internal diagnostics.
- Verify circuit connectivity to Verizon provided transport or non Verizon provided transport, as required.
- No demarc extension is provided with Installation services, unless provided otherwise in the Quote.
- Conduct Customer Acceptance Testing as set forth herein.

#### **Integration**

In addition to Installation services as detailed above, Integration provides services defined below:

- General Project Description N/A
- Configure the System for circuit connectivity to Verizon provided transport, or circuit connectivity to non Verizon provided transport, or additional site specific configuration, as required. All System configurations are engineered by Verizon and may include configurations provided by the Customer. Verizon defines a full network configuration for each device.
- After installation is complete, Verizon validates access connectivity (if applicable), wide area network link connectivity (if applicable) and local area network connectivity (if applicable).

#### **4. Documentation to be Produced by Customer and Customer Obligations.**

Customer will:

- Designate a SPOC 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

and support reasonably required for its performance under this SOW, including but not limited to making available appropriate personnel to work with Verizon as Verizon may reasonably request.

### **Staging**

For Staging, Customer must:

- Provide any asset tags, as required.
- Provide configuration(s), as required.

### **Installation or Integration**

For Installation and Integration, in addition to Customer obligations shown for Staging services, as detailed above, Customer must:

- Provide Verizon's personnel with site access when necessary;
- Provide at least one analog (voice) telephone line no more than 15 feet from the System;
- Perform back up of any involved device, including drivers, applications, and operating systems as required prior to Verizon's on site activities;
- Provide licensed copies of operating system and applications software, as applicable;
- Install or re-install software not provided by Verizon;
- Control all activities associated with the existing Customer equipment, including without limitation changes, additions or deletions of devices made by any non-Verizon provided technicians.
- Ensure equipment room meets the environmental recommendations, power and ground requirements of the equipment manufacturer(s) as provided by Verizon from time to time;
- Ensure appropriate electrical power service is installed and accessible no more than three (3) feet from the devices or six (6) feet for racks to be installed;
- Ensure a minimum of one (1) 120 VAC / 20AMP duplex receptacle per device to be installed; (note: dual power supplies will require two such receptacles, separately fused)
- Ensure that any and all carrier circuit facilities (demarcs) have been extended so that their termination is within six (6) feet of the designated equipment installation area;
- Provide sufficient rack space or other appropriate installation location for the System;
- Ensure that any and all main or intermediate distribution frames ("MDF/IDF") are of sufficient size to accommodate System being installed;
- Ensure conformance with any applicable codes, regulations, and laws, including but not limited to electrical, building, safety, and health;
- Verify that non-Verizon transport is installed and available (as applicable); and
- Dispose of all decommissioned equipment, unless provided otherwise in the Quote.  
 If this box is checked, Verizon will dispose of certain decommissioned equipment as provided in the Quote.

### **5. Change Order Request**

Customer may request changes in, or additions to, CPE Deployment Services being provided hereunder by agreeing to a completing Verizon Change Order form, provided by Verizon. 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 CPE Deployment Services, Verizon will advise Customer thereof and such adjustments will be reflected in the Verizon Change Order form. The Verizon Change Order form will not become effective unless and until it is agreed to and executed by both Customer and Verizon. Verizon will initiate changes to the project that affect cost or significantly affect schedule using this Change Order procedure.

### **6. Acceptance Testing Criteria for the Service or Deliverable(s).**

Customer will have five business days after the In-Service Date to test the System (the "Test Period"). Customer may indicate their approval of the System by its signature on the Verizon-provided acceptance document or other mutually agreed upon means. Customer will document any issues with the System in writing to Verizon and provide those issues to Verizon within the Test Period. Upon receipt of the issues list, Verizon will have ten business days to respond and remediate any issues, as required. Customer's use of the System for any other purpose than testing will be deemed to constitute acceptance by Customer. The System will be deemed accepted if the Test Period passes without notification of issue or acceptance by Customer.

### **Conditions.**

- CPE Deployment Services are available within the 48 contiguous United States. CPE Deployment Services are available in Alaska and Hawaii provided each order has been specifically pre-approved by Verizon.
- CPE Deployment Services are performed between the hours of 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, excluding Verizon observed and United States Federal holidays ("Office Hours"). Work extending beyond Office Hours on Monday through Friday and work on Saturday is "Overtime" work. All other periods of work is "Sunday and Holiday Hours" work. If Customer requests that Staging services be performed during Overtime or Sunday and Holiday Hours, Customer will pay Verizon its then current time and material labor rate.
  - If this box is checked, this project includes Overtime work.
  - If this box is checked, this project includes Sunday and Holiday Hours.
- Verizon will provide Customer written notice indicating the date CPE Deployment Services are complete (the "In-Service Date").
- Verizon will attempt to meet Customer's requested In-Service Dates, however Verizon can not guarantee any In-Service Date. In-Service Dates are subject to the availability of materials and resources.
- Should Customer request delay of CPE Deployment Services, or should CPE Deployment Services be delayed as a result of Customer's action or inaction, Verizon may store the System, or any portion thereof, at Customer's risk and expense.
- Customer will only assign persons to this project that have the necessary skills required to complete the Customer's part of this project.

#### **Additional Conditions for Installation and Integration**

- Unless Customer otherwise requests in writing Verizon will, at Customer's expense, apply for permits necessary for Installation or Integration services.
  - Wait time in excess of 30 minutes at Customer's site may result in an additional charge at Verizon's current time and material rate.
  - Verizon will use reasonable efforts to avoid interruption of Customer's network service during Office Hours. If it is necessary to interrupt network service during Office Hours, Verizon will notify the SPOC at least 48 hours in advance.
  - Customer will allow Verizon access to sites for performance of any required Installation or Integration Service. Customer will notify Verizon of any site-specific requirements that might impact Verizon's ability to access such site, e.g. safety or security training ("Training"). Verizon will comply with such Training requirements however Verizon reserves the right to bill Customer for the time required for Training at Verizon's then current labor rate. Customer will provide necessary badges, escorts, etc. required for site access per Customer's security and safety policies.
    - If this box is checked, Verizon personnel will require additional training for site access.
8. **Term of SOW.** This SOW is effective as of the Effective Date and will remain in effect during the delivery of CPE Deployment Services, as indicated above and on the Quote. Except for warranties specifically provided herein, this SOW will terminate upon final delivery of CPE Deployment Services.
9. **Warranty**
- **System Warranties.** Verizon warrants that any cables and connectors between the System and any other equipment on Customer's premises that are provided by Verizon will be in good working order for a period of thirty (30) days after installation unless the failure of such cables and connectors is caused by Customer's misuse or abuse.
  - 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.

CPE Deployment Services are limited to the services, deliverables, documentation, and conditions stated herein and in the Agreement, and the System defined in the quote.

# General Project Description

## CPE Deployment Services – Implementation

<b>Customer: State of West Virginia</b>	<b>Quote: 1-1AV1U6</b>
<b>Contract ID: N/A</b>	<b>Date: 4/08/2009</b>

This scope of work describes the proposed installation of Cat-6, Fiber and multi-pair copper cabling serving the State of West Virginia, Kanawha City DMV Cabling Project ISCJ0079.

The project consists of the following items as listed in the RFQ:

Installation, testing and acceptance of the telecommunications distribution system infrastructure cable serving the new DMV office in the Kanawha Mall on MacCorkle Ave.

Project specifics include:

- 1) Installation of 800 Cat-6 Jacks (Cables)
  - a. 200 hard-walled office cables
  - b. 600 cubical work station cables
  - c. Cabling to be routed cable tray placed by others. Cable tray is not part of this bid.
- 2) Installation of 15 Consolidation Points feeding approximately 300 Cubical Work Stations
  - a. 300 dual Cat-6 jacks, total of 600 cables
  - b. Cables to be place in cubical channels for communications cabling
- 3) Installation of 3 Communications Equipment Rooms
  - a. Install 7' equipment racks
  - b. 12" overhead runway
- 4) Installation of intra-building fiber backbone between the 3 Communications Equipment Rooms
  - a. 12 strand Single-Mode Fiber
  - b. 12 strand Multi-Mode Fiber
- 5) Installation of, and cabling to, 20 Bogen drop ceiling speakers
  - a. Install Speakers
  - b. Install 2 Conductor wire to each

Verizon will provide all material, labor, supervision and support structure material to install a communications cabling system described in this scope of work.

The outlet locations will be determined based on customer provided floor plan and a general customer walk through. The termination panels will be EIA/TIA 568B, serving the Cat-6 locations. All cable will be tested using a Fluke DTX-1800 in the auto test mode and documented. Verizon will fire-stop all penetrations made or used during this project with an NFPA approved compound. Each cable will be labeled at each termination location per TIA/EIA 606 Standards.

# General Project Description

## Customer Premise Equipment (CPE) – Implementation

### Completion Dates and Liquidated damages:

Materials will be delivered to the customer site within 2 calendar weeks from award of bid and the Customer's execution of a contract with Verizon. The delivery of the materials will be coordinated with the construction superintendant; off site delivery and staging may be required. The Construction period for this project is approximately 90 Days to complete. The cabling installation schedule is dependant upon the coordination with other trades on site including the installation of cable tray and conduit stubs, construction and painting of wall as well as the installation of modular furniture by others. The modular furniture must be equipped with pathways of adequate capacity for the installation of this Cat-6 cable plant. The customer must provide station location information for all cabling required. The customer must also provide Verizon with prompt building access to all areas required for installation of cabling. Additions and/or modifications to this project scope will impact the end date. Verizon must not be held liable for schedule delays of the cabling project due to delays of dependant tasks (describe above) predicated by others.

### Verizon Business responsibilities:

Included in this proposal:

- Material and Labor to install the structured cabling described in the RFQ.
  - Cat-6 cable, Jacks, faceplates, patch panels and consolidation points
  - Fiber Optic Cable, termination hardware and consumables
  - Bogen drop ceiling speakers and 2 conductor wire
  - Communications Equipment Room racks, overhead runway and associated hardware
- Project Management time (RCDD/OSP Specialist)
- Freight Allowed (FOB)

### Customer responsibilities:

- Provide 110VAC power for equipment rooms / rack rooms as required
- Provide adequate Equipment Room space
- Provide Verizon with the station locations for all cabling
- Provide prompt building access to all areas required for installation of cabling
- Provide Cable Tray pathways throughout the facility as required
- Provide cubical furniture with communications pathways of adequate capacity for the installation of the Cat-6 Cabling





**Quote Header:** **Quote Level Title/Description:**  
RFQ ISCJ0079 - CABLING PROJECT FOR DMV KANAWHA CITY

<b>CAM Contact Information</b>	<b>Account</b>	<b>Quote #</b>	<b>Revision</b>
SANDRA HAWKINS (304) 344-6700	STATE OF WEST VIRGINIA	1-1AV1U6	1

<b>Quote Date</b>	<b>SE</b>
4/8/2009	LAWRENCE HOST

**Equipment & Services by Site:**

**Site Level Title/Description:**

**Maintenance Payment Option:**

**Site ID: 1-1AV1UC**

**Site Address:**  
WV DEPT. OF ADMIN. - IS&C  
1900 KANAWHA BLVD E.  
BLDG 1

**Bill To:**  
WV DEPT. OF ADMIN. - IS&C  
1900 KANAWHA BLVD E.  
BLDG 1

**Ship To:**  
WV DEPT. OF ADMIN. - IS&C  
1900 KANAWHA BLVD E.  
BLDG 1

CHARLESTON, WV, 25305  
USA

CHARLESTON, WV, 25305  
USA

CHARLESTON, WV, 25305  
USA

<u>Part Number</u>	<u>VZ Material Code</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Sale Price</u>	<u>Extended Sales Price</u>
SC-GRAYBAR	73212058	GRAYBAR STRUCTURED CABLING QUOTE	1	\$163,382.52	\$163,382.52
STRUCTURED-CABLE-INSTALL		STRUCTURED CABLING INSTALLATION	1	\$183,220.00	\$183,220.00

**Site 1-1AV1UC Sub Totals**

<b>Equipment:</b>	\$163,382.52
<b>Labor:</b>	\$183,220.00
<b>Maintenance:</b>	\$0.00
<b>Other:</b>	\$0.00
<b>Trade In:</b>	\$0.00
<b>Site Total:</b>	\$346,602.52
<b>Shipping &amp; Handling Total:</b>	\$0.00
<b>Site Total with Shipping &amp; Handling:</b>	\$346,602.52



**Total Extended Sales Price**

<b>Equipment:</b>	\$163,382.52
<b>Labor:</b>	\$183,220.00
<b>Maintenance:</b>	\$0.00
<b>Other:</b>	\$0.00
<b>Trade In:</b>	\$0.00
<b>Grand Total:</b>	\$346,602.52
<b>Shipping &amp; Handling Total:</b>	\$0.00
<b>Grand Total with Shipping &amp; Handling:</b>	\$346,602.52

*\*Other - The Other totals include miscellaneous charges including Minor Materials, Expedites, and special fees.*



State of West Virginia  
DRUG FREE WORKPLACE CONFORMANCE AFFIDAVIT  
West Virginia Code §21-1D-5

Mississippi  
STATE OF ~~WEST VIRGINIA~~,

COUNTY OF Madison, TO-WIT:

I, Suleiman Hessami, after being first duly sworn, depose and state as follows:

- I am an employee of Verizon Business Network Services, Inc.  
(Company Name) and,
- I do hereby attest that Verizon Business Network Services, Inc.  
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code** §21-1D-5.

The above statements are sworn to under the penalty of perjury.

Verizon Business Network Services, Inc.  
(Company Name)

By: Suleiman Hessami

Title: VP PCM

Date: 4/15/09

Taken, subscribed and sworn to before me this 15<sup>th</sup> day of April.

By Commission expires February 14, 2012

(Seal)

Sophia G. Scott  
(Notary Public)



**THIS AFFIDAVIT MUST BE SUBMITTED WITH THE BID IN ORDER TO COMPLY WITH WV CODE PROVISIONS. FAILURE TO INCLUDE THE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF THE BID.**

Agency \_\_\_\_\_  
REQ.P.O# ISCJ0079

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Verizon Select Services Inc.  
of Irving, Texas, as Principal, and RII Insurance Company  
of Peoria, Illionois, a corporation organized and existing under the laws of the State of Illinois  
with its principal office in the City of Peoria, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five of the Total Amount of Bid (\$ 5% of the Total Amount of 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  
Cabling Project for DMV to Kanawha City; RFQ# ISCJ0079

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  
9th day of April, 2009 Verizon Select Services Inc.

Principal Corporate Seal

\_\_\_\_\_  
(Name of Principal)  
By Suleiman Hossaini  
(Must be President or Vice President)  
VP PCM  
(Title)

Surety Corporate Seal

RII Insurance Company  
(Name of Surety)  
Manuel Jones  
Manuel 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.**



RLI Surety  
 P.O. Box 3967 | Peoria, IL 61612-3967  
 Phone: (800)645-2402 | Fax: (309)689-2036  
 www.rlicorp.com

# POWER OF ATTORNEY

## RLI Insurance Company

**Know All Men by These Presents:**

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company**, an Illinois corporation, does hereby make, constitute and appoint:  
Erin M. Margelis, Brian St.Clair, Manuel Jones, Rachel Cole, Myrna L. Smith, Patrick Bannon, jointly or severally.

in the City of Washington, State of District of Columbia its true and lawful Agent and Attorney in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, the following described bond.

**Any and all bonds provided the bond penalty does not exceed Twenty Five Million Dollars (\$25,000,000.00).**

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon this Company as if such bond had been executed and acknowledged by the regularly elected officers of this Company.

The **RLI Insurance Company** further certifies that the following is a true and exact copy of the Resolution adopted by the Board of Directors of **RLI Insurance Company**, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** has caused these presents to be executed by its Vice President with its corporate seal affixed this 18th day of November, 2008.



**RLI Insurance Company**  
 By: [Signature]  
 Roy C. Die Vice President

State of Illinois }  
 County of Peoria } SS

**CERTIFICATE**

On this 18th day of November, 2008, before me, a Notary Public, personally appeared Roy C. Die, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

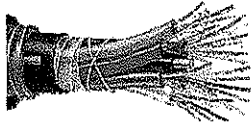
I, the undersigned officer of **RLI Insurance Company**, a stock corporation of the State of Illinois, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** this 9th day of April, 2009.

By: [Signature]  
 Jacqueline M. Bockler Notary Public

**RLI Insurance Company**  
 By: [Signature]  
 Roy C. Die Vice President



0842055030110



## STRUCTURED CABLING EXPERIENCE AND REFERENCES

**Verizon Business** appreciates the opportunity to present our strengths in structured cabling services, to include outside plant fiber, inside plant voice, data and multi-media as well as multi-pair copper. Verizon's proposal is a comprehensive solution which meets the advertised requirements if the RFP 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 install and support the Cabling Project for the Kanawha City DMV, RFQ ISCJ0079.

### **BENEFITS OF THE VERIZON OFFERING:**

A Leader with over seventy-five years' experience, Verizon is a premier provider of high-growth communications services. Verizon is a member of EIA/TIA (Electronic Industries Association and the Telecommunications Industry Association), and is actively working with other members to develop the standards for the cutting edge of the communications industry's technological developments and implementation.

**Professional Services.** Verizon offers on-site, vendor-independent consulting and engineering expertise in a wide range of specialty and general network disciplines. A team of Verizon project professionals is prepared to implement your planning and execution requirements.

As Project Management Professionals (PMP), members of BICSI (Building Industry Consulting Services International), and Registered Communication Distribution Designers (RCDD), Verizon's professionals are experts in telecommunications project design and implementation. Verizon offers products and services to support your communications needs.

**Plan for the Future.** Your Structured Cabling Infrastructure is the backbone of your network and has the longest life cycle of any network component. When planning for your structured cabling system, consider a universal platform capable of supporting both current and future applications with few upgrades. Ultimately, this can save your business time and help control costs. Structured Cabling designed by Verizon will handle all your telecommunications needs including: voice, high-speed data and video, Internet, and VoIP.

**Single Source.** Verizon provides solutions from the industry's major manufacturers and suppliers of communications components and installers. Verizon can be your single source for quality products and installations, and competitive pricing. Verizon will integrate as much as you desire into one project allowing you to deal with only one entity. Verizon's history of over seventy-five years has given us experience beyond our competition. Whether you're cabling in your building, between buildings, on poles or underground, we are the team to call.

Verizon maintains an RCDD/OSP structured cabling engineer in West Virginia. 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 Engineers maintains certifications from Systimax, Ortronics, Siemon Systems, Leviton and Mohawk/ CDT companies and is also experienced to perform wireless site surveys.

**Our Focus.** We are committed to providing a cost-effective, advanced system that can meet your communications needs now and in the future with our products and services. When you choose Verizon, you can benefit from these reliable and affordable products and services:

- **Installation**

- Fully licensed, certified, experienced technicians
- Dedicated job supervisors and project managers
- Industry-specific knowledge
- Standards based solutions
- Backbone solutions
- Outside plant implementations
- Underground and aerial
- Data, voice, video and Wireless LAN solutions
- Gigabit and fiber solutions
- Riser cable and horizontal distribution

- **Services**

- Comprehensive network design
- Complete job validation
- Performance bandwidth requirements
- Infrastructure audits
- Fusion Splicing
- Service and support
- Troubleshooting
- Life cycle management

- **Documentation**

No job is complete without the documentation. Verizon can supply As-built documentation in hard copy and CD formats using Autocad®, as well as all cable test results and warranties. This documentation may consist of any of the following:

- Inside and outside plant drawings
- Logical and physical layouts
- Voice, data and video views
- Riser cabling drawings
- Horizontal distribution and station views
- Rack and closet drawings
- Detailed test reports

**Suppliers and Manufacturers.** Verizon offers products from a number of major distributors, including Graybar, Anixter, Accutech, and CSC and, along with Verizon Logistics can quickly deliver the necessary materials on schedule, to jobsites virtually anywhere in the country. Verizon also provides solutions from major connectivity and cabling manufacturers, which include Systimax, Siemon Systems, Berk Tek, Mohawk, CommScope, Corning, Panduit and Ortronics to mention a few.

**Subcontractor information.** Verizon maintains approximately 276 subcontracting companies (4 in WV) 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.

**Quality and Standards.** Verizon is a strong proponent of quality installations. Verizon designs and builds to the current codes and EIA/TIA standards, providing timely installation that fits your unique needs.

**References and Experience.** 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 the State of WV (IS&C), 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 delivery our customer the best Structured Cabling solutions possible.

#### **COMPLETED PROJECTS INCLUDE:**

##### **West Virginia University, Morgantown, WV - Fiber Optic Backbone Installation:**

This project provided for the installation of Cat-5e and Cat-6 Cabling and 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 with termination, testing and documentation. The latest installation included a 13,000' run of fiber cable from the downtown campus to the Engineering Building on the Evansdale Campus. This cable was installed in the underground steam tunnel, beneath the tracks of the PRT and in underground conduit installed on this project. The network operating over the cable plant installed by Verizon requires continuous operation- 24x7.

##### **Marshall University, Huntington, WV - Fiber Optic Backbone Installation:**

This project provided for the installation of a single-mode fiber optic backbone to serve the Marshall Campus facilities encompassing 19+ buildings on the Marshall University campus. This project required the installation of underground duct banks, aerial cable installation and inside conduit and raceway and placement of underground cabling with termination, testing and documentation. This included the fiber backbone from the Marshall campus to Cabell Huntington Medical Center. The network operating over the cable plant installed by Verizon requires continuous operation- 24x7.



**Berkeley County Commission, Martinsburg, WV - Fiber Optic Backbone Installation:**

This project provided for the installation of Cat-6 Cabling in the Judicial Center and a single-mode fiber optic backbone to serve the new Berkeley County Judicial Center, Dunn Building and the Courthouse in Martinsburg, WV. This project required the installation of aerial fiber cable installation and inside conduit and raceway, with termination, testing and documentation. The network operating over the cable plant installed by Verizon requires continuous operation- 24x7.

**Reference information:**

***WVU***

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

***Marshall University***

Mr. Mike Adkins  
Director of Network/Telecom  
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

827 Fairmont Road  
Morgantown, West Virginia 26505

Phone: (304) 284-0504  
Cell: (304) 282-4356  
FAX: (304) 284-0500  
Email:  
[lawrence.host@verizonbusiness.com](mailto:lawrence.host@verizonbusiness.com)

## **Lawrence W. Host, RCDD/OSP, ITIL Sales Engineer III**

### **Work Experience**

**(2006-Present) Verizon Business-Morgantown, West Virginia  
Sales Engineer III**

- 15+ years experience in Telecommunications Industry
- E911 Sales Engineer supporting the county 911 Center in West Virginia.
- Voice CPE Sales Engineer, primarily sales focus of Nortel Networks
- Registered Communications Distribution Designer (RCDD)  
Demonstrate expertise in the design, implementation, and integration of telecommunications and data communications transport systems and related infrastructure. 15+ years structured cabling experience.
- BICSI Outside Plant Specialist (RCDD/OSP)  
Demonstrate 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. 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. 15+ years Outside Plant cabling and design experience

**(2001-2005)**

**Verizon Enterprise Solutions Group  
Sales Engineer, RCDD**

- LAN structured cabling design, budgeting, bid package/specification preparation, bid evaluation, material acquisition, project management and implementation, operation and management of the Morgantown, West Virginia office

**(1994-2001)**

**Bell Atlantic Network Integration, Inc. (BANI)  
Field Engineer, RCDD**

**(1994)**

**Bell Atlantic of West Virginia  
Field Technician**

**(1990-1994)**

**US Air Force  
Aircraft Hydraulics Specialist**

### **Education**

**Holds Bachelor of Science Degrees in Organizational Leadership  
Mountain State University, Beckley, West Virginia (2005-2007)  
Fairmont State University, Fairmont, West Virginia (1995)  
Community College of the Air Force, Omaha, Nebraska (1990-1993)**

**Certifications/  
Training**

**BICSI Certified**

Registered Communications Distribution Designer (RCDD)  
Outside Plant Specialist, (RCDD/OSP)

**Nortel Networks**

Nortel QSP for Business Communication Manager 3.5  
Nortel Network University – Enterprise Networks, Succession 3.0

**ITIL**

ITIL Foundation Certification in IT Service Management

**Cabling Manufacture Certified**

Siemens Company Certified Designer

Mohawk CDT MAC Certified

SYSTIMAX / CommScope Prestige Business Partner

Leviton CCS

**Other**

Auto CAD 2006

Proficient in Microsoft Office Suite software

*The professional designation of*

# RCDD

REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER



*is awarded to*

## Lawrence W. Host

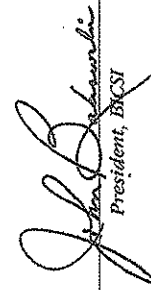
*by BICSI® in recognition of having successfully  
completed BICSI's registration and examination requirements.*

*Issued*

January 1, 2008

*Expires*

December 31, 2010

  
President, BICSI

  
Executive Director, BICSI



*The professional designation of*

# RCIDD/OASP

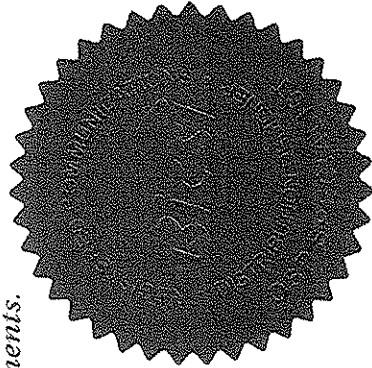
SPECIALTY



*is awarded to*


**Lawrence W. Host**

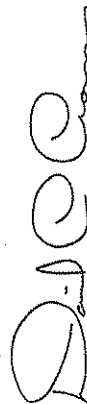
*by BICSI® in recognition of having successfully completed BICSI's registration and examination requirements.*



*Issued* January 1, 2008

*Expires* December 31, 2010

  
President, BICSI

  
Executive Director, BICSI



ITIL®

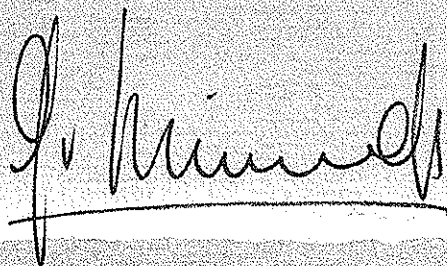
# CERTIFICATE

Foundation Certificate in  
IT Service Management

Presented to:

**Lawrence W Host**

August 28, 2007



J.P. van Nieuwstadt  
CEO EXIN

101012

EXIN - Examination Institute for Information Science



EXIN

**SYSTIMAX®**  
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# Certificate of Authorization

**THIS CERTIFIES THAT**

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**Gary Vogelweid**  
**Verizon**

---

**has successfully completed**

**ND3321 - SYSTIMAX SCS Design and  
Engineering**

**and therefore is authorized to design and approve**

**SYSTIMAX® Structured Connectivity Solutions**

  
**James Donovan**  
Approval

**29th July 2008**  
Date Issued

**U443579US105**  
Certificate Number

