

A R E S P O N S E T O

**The State of West Virginia  
Department of  
Administration**

For

**RFQ# ISCL0108**

**A Request for Quotation for Ties, Cable,  
and Wiring**

**May 31, 2011**

**Original**



**Presented by:**

Sandra K Hawkins (Sandy)  
Senior Client Account Manager  
Verizon

4700 MacCorkle Ave SE  
Charleston, WV 25304  
sandra.k.hawkins@one.verizon.com  
(304) 356-3395 (Office)

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WV PURCHASING  
DIVISION

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May 31, 2011

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

Attention: Krista Ferrell

RE: ISCL0108

Dear Ms Ferrell:

Verizon is pleased to submit its proposal for a structured infrastructure cable system for Building #5 in response to RFQ #ISCL0108.

Verizon is one of the world's leading providers of communications services. Verizon serves more than 139 million customer connections (wireless, wireline, broadband and TV) every day and is the leader in serving 93.2 million wireless customers. Verizon is a Fortune 10 company with approximately \$108 billion in 2009 annual revenue. Verizon's global presence extends to 75 countries in the Americas, Europe, Asia and the Pacific, with 321 offices across six continents.

Verizon will provide outstanding service quality, product flexibility, and a local dedicated Account Team. Both customers and industry analysts continue to recognize Verizon for its service performance and customer care. Verizon has received several notable industry –analyst marks of distinction, including:

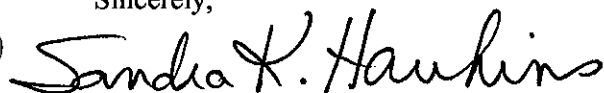
- Frost & Sullivan named Verizon a Top Provider of Global Managed Security Services in its 2010 “Global Managed Security Service Providers Rollup” report and the Market Leadership Award for Hosted Contact Center Services (June 2010)
- Gartner Inc. placed Verizon Business in the Leaders quadrant in the “Magic Quadrant for Communications Outsourcing and Professional Services, North America and for Global Network Service Providers”.
- Current Analysis has awarded Verizon Business’ Cloud Security Services its Industry Analyst Firm’s Highest Rating “Very Threatening.” (May 2010)
- Verizon has earned certification as ISO/IEC 20000-1-compliant for its Government Enterprise Network Operations Center (GENOC), located in Cary, N.C. The GENOC, launched in 1997, provides managed services for local, state, and federal government customers.

- J.D.Power and Associates has consistently ranked Verizon highest in Customer Satisfaction since 2004 in the Telecommunications Industry Segment.
- Verizon Business named a Top 10 Retail IT Consulting Provider in 20<sup>th</sup> Annual RIS/Gartner Retail Technology Study (May 2010)
- Verizon has been named to the Global 100 of Newsweek magazine's annual green rankings.
- Verizon has received awards from Cisco for Service Provider Partner of the Year, Managed Service Provider Partner of the Year, Data Center Partner of the Year, Unified Communications & Collaboration Partner of the Year, Managed Service Partner of the Year and Technology Excellence Partner of the Year (2009).

Verizon's expansive global network reach, broad solutions portfolio, partner ecosystems, range of IT delivery options, and wealth of experience create a powerful combination that allows us to deliver results that make a real-world difference.

Verizon 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 the State of West Virginia.

Sincerely,



Sandra Hawkins  
*Senior Client Account Manager*  
*Authorized Contact*  
Verizon  
304-356-3395  
[sandra.k.hawkins@verizonbusiness.com](mailto:sandra.k.hawkins@verizonbusiness.com)

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## General Information

### Nature of Proposal

Services provided by Verizon Select Services Inc. herein after referred to as ("Verizon") under this bid may be subject to tariff regulation by the Public Service Commission of West Virginia and/or the Federal Communications Commission.

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 Verizon Systems Agreement and Attachments, 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. Unless specifically addressed within this bid response the terms and conditions set forth in this solicitation shall not add to, vary, or delete the terms and conditions of said tariffs or the Service Agreement.

This response is submitted with the understanding that neither party shall be obligated to provide or purchase any of the services described herein until a mutual understanding is reached and the Agreement is signed by authorized individuals of both parties.

Verizon acknowledges that in the event of a contract award, its bid shall be subject to public disclosure under the West Virginia Freedom of Information Act except that any information designated by Verizon in its bid to be confidential and proprietary shall not be subject to such public disclosure.

Verizon hereby submits the accompanying documentation and information in response to the State of West Virginia Request for Quotation ISCL0108 for Cable and Wiring due May 31, 2011. Verizon must provide a legal response and contractual documentation in accordance with the applicable State and Federal Regulatory Commissions.

## Confidentiality Statement

This RFP response may contain confidential and proprietary information of Verizon and is submitted to The State of West Virginia in confidence:

(i) for use solely for the purpose of evaluating the products and services proposed herein; and

(ii) on the condition that, except as otherwise required by law, by receiving this RFP response, The State of West Virginia and its representatives will be deemed to have agreed to the confidentiality of the selected information and to treat the designated information contained in the RFP response, including but not limited to any confidential information relating to Verizon technology, pricing, or business affairs, as strictly confidential, to not reproduce or copy it, and to not disclose the designated information contained herein to any others, except for the evaluation purposes stated above.

If this RFP response results in a contract, The State of West Virginia may retain this response for its use in connection with the products and services covered by such contract.

## Pricing Disclaimer

Unless otherwise indicated in this proposal, prices do not include, and The State of West Virginia will be required to pay, all applicable taxes (including, but not limited to, sales, use, utility, gross receipts, and VAT), unless exempt by applicable law), similar tax-like and tax-related charges, and other surcharges levied as a result of receipt of the services from Verizon.

Verizon's proposed pricing is based upon Verizon's response to this RFP.

In the event that The State of West Virginia alters its requirements, or does not accept Verizon's proposal as stated herein, or third party charges change, Verizon reserves the right to adjust its proposed pricing.

## Validity Period

Unless otherwise stated in this proposal, this proposal is valid for a period of sixty (60) days from the date submitted.

Additionally, prices may change based upon any changes in terms and conditions agreed to by the parties.

## Section 1 RFQ Pages 1-10, Addenda & WV96 Form

Verizon has read and understands RFQ pages 1 through 10, and has provided its responses and signatures requested on the RFQ forms inclusive of any addenda issued.

Additionally, Verizon has completed the WV96 Form.

The completed and signed RFQ pages one through ten, Addendum #1 & 2 and WV96 form directly follow this page.





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  
 ISCL0108

PAGE  
 1

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

VENDOR

RFQ COPY  
 TYPE NAME/ADDRESS HERE  
 Verizon Business Network Services Inc.  
 on behalf of Verizon Select Services Inc.  
 4700 MacCorkle Ave. SE  
 Charleston, WV 25304  
 c/o Sandra Hawkins, Senior Client Account Manager

SHIP TO

DEPARTMENT OF ADMINISTRATION  
 IS&C - COMMUNICATIONS  
 1900 KANAWHA BLVD. E.  
 BUILDING 5, 10TH FLOOR  
 CHARLESTON, WV  
 25305 304-558-5472

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/29/2011				

BID OPENING DATE: 05/24/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		280-75		
<p>PIES, CABLE AND WIRING</p> <p>REQUEST FOR QUOTATION (RFQ) CONSTRUCTION</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 THE INSTALLATION, TESTING, AND ACCEPTANCE OF A STRUCTURED INFRASTRUCTURE CABLE SYSTEM FOR BUILDING #5 LOCATED ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WV PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID WILL BE HELD ON MAY 9, 2011 AT 10:00 AM ON THE 10TH FLOOR OF BUILDING #5 LOCATED ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA. ALL INTERESTED PARTIES ARE ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE Marsha K. Harrell	TELEPHONE 304-356-3395	DATE 5/20/11	
TITLE Marsha K. Harrell, Sr. Consultant Pricing and Contract Management	FEIN 16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE	

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**RFQ COPY**

**TYPE NAME/ADDRESS HERE**

Verizon Business Network Services Inc.  
 on behalf of Verizon Select Services Inc.  
 4700 MacCorkle Ave. SE  
 Charleston, WV 25304  
 c/o Sandra Hawkins, Senior Client Account Manager

**DEPARTMENT OF ADMINISTRATION**

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<p>ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER-S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p> <p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.</p> <p>DEADLINE FOR TECHNICAL QUESTIONS IS 05/12/2011 AT THE CLOSE OF BUSINESS.</p> <p>ANY TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL ADDENDUM TO BE ISSUED BY THE PURCHASING DIVISION AFTER THE DEADLINE HAS LAPSED.</p> <p>ANY VERBAL COMMUNICATION BETWEEN THE VENDOR AND ANY STATE PERSONNEL IS NOT BINDING, INCLUDING THAT MADE AT THE MANDATORY PRE-BID MEETING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO THE RFQ SPECIFICATIONS BY A FORMAL ADDENDUM BY PURCHASING IS BINDING.</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Marsha K. Harrell</i>	TELEPHONE 304-356-3395	DATE 5/20/11
TITLE Marsha K. Harrell, Sr. Consultant Pricing and Contract Management	FEIN 16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE

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Verizon Business Network Services Inc.  
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 c/o Sandra Hawkins, Senior Client Account Manager

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NO CONTACT BETWEEN THE VENDOR AND THE AGENCY IS PERMITTED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE STATE BUYER. VIOLATION MAY RESULT IN REJECTION OF THE BID. THE STATE BUYER NAMED ABOVE IS THE SOLE CONTACT FOR ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.

EXHIBIT 5

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 DRUG-FREE WORKPLACE 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 DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.

NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 120 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. UNLESS OTHERWISE SPECIFIED, THE FULLY EXECUTED PURCHASE ORDER WILL BE CONSIDERED NOTICE TO PROCEED.

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.

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

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Marsha K. Harrell</i>	TELEPHONE 304-356-3395	DATE 5/20/11
TITLE Marsha K. Harrell, Sr. Consultant Pricing and Contract Management	FEIN 16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS \$250,000.</p> <p>( ) BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL 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</p>						

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SIGNATURE <i>Marsha K. Harrell</i>	TELEPHONE 304-356-3395	DATE 5/20/11
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<p>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 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Marsha K. Harrell</i>	TELEPHONE 304-356-3395	DATE 5/20/11
TITLE Marsha K. Harrell, Sr. Consultant Pricing and Contract Management	FEIN 16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE

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 Charleston, WV 25305-0130

# Request for Quotation

RFQ NUMBER  
 ISCL0108

PAGE  
 6

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

**RFQ COPY**

**TYPE NAME/ADDRESS HERE**

VENDOR  
 Verizon Business Network Services Inc.  
 on behalf of Verizon Select Services Inc.  
 4700 MacCorkle Ave. SE  
 Charleston, WV 25304

SHIP TO  
 DEPARTMENT OF ADMINISTRATION  
 IS&C - COMMUNICATIONS  
 1900 KANAWHA BLVD. E.  
 BUILDING 5, 10TH FLOOR  
 CHARLESTON, WV  
 25305 304-558-5472

c/o Sandra Hawkins, Senior Client Account Manager

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/29/2011				

BID OPENING DATE: 05/24/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 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</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Marsha K. Harrell	TELEPHONE 304-356-3395	DATE 5/20/11
TITLE Marsha K. Harrell, Sr. Consultant Pricing and Contract Management	FEIN 16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

# Request for Quotation

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 ISCL0108

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 7

ADDRESS CORRESPONDENCE TO ATTENTION OF  
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 304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

Verizon Business Network Services Inc.  
 on behalf of Verizon Select Services Inc.  
 4700 MacCorkle Ave. SE  
 Charleston, WV 25304  
 c/o Sandra Hawkins, Senior Client Account Manager

DEPARTMENT OF ADMINISTRATION  
 IS&C - COMMUNICATIONS  
 1900 KANAWHA BLVD. E.  
 BUILDING 5, 10TH FLOOR  
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 25305 304-558-5472

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/29/2011				

BID OPENING DATE: 05/24/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UQP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p> <p>ADDENDUM NOS. :</p> <p>NO. 1 .. MKH 5/20/11</p> <p>NO. 2 .. MKH 5/25/11</p> <p>NO. 3 .. MKH 6/1/11</p> <p>NO. 4 ..</p> <p>NO. 5 ..</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Marsha K. Harrell</i>	TELEPHONE 304-356-3395	DATE 5/20/11
TITLE Marsha K. Harrell, Sr. Consultant Pricing and Contract Management	FEIN 16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE

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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/29/2011				

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>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.</p> <p>.....<i>Marsha K. Harrell</i>.....SIGNATURE            Verizon Business Network Services Inc.            on behalf of Verizon Select Services Inc. ....COMPANY            .....5/20/11.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY 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:</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Marsha K. Harrell</i>	TELEPHONE 304-356-3395	DATE 5/20/11	
TITLE Marsha K. Harrell, Sr. Consultant Pricing and Contract Management	FEIN 16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE	

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# Request for Quotation

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ADDRESS CORRESPONDENCE TO ATTENTION OF  
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DEPARTMENT OF ADMINISTRATION  
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 CHARLESTON, WV  
 25305 304-558-5472

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/29/2011				

BID OPENING DATE: 05/24/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>CONTRACTORS NAME: ... DBA VERIZON SELECT SERVICES INC. ...</p> <p>CONTRACTORS LICENSE NO: WV037918</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 FOR BANKRUPTCY PROTECTION, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT WITHOUT FURTHER ORDER.</p> <p>REV. 5/2009</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Marsha K. Harrell</i>	TELEPHONE 304-356-3395	DATE 5/20/11
TITLE Marsha K. Harrell, Sr. Consultant Pricing and Contract Management	FEIN 16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE

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VENDOR

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SHIP TO

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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
04/29/2011				

BID OPENING DATE: 05/24/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130						
THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:  SEALED BID  BUYER: KRISTA FERRELL-FILE 21  REQ. NO.: ISCL0108  BID OPENING DATE: 05/24/2011  BID OPENING TIME: 1:30 PM  PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:  ----- 304-356-3590 -----  PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:  ----- Sandra Hawkins -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Marsha K. Harrell</i>	TELEPHONE 304-356-3395	DATE 5/20/11
TITLE Marsha K. Harrell, Sr. Consultant Pricing and Contract Management	FEIN 16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE

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RFQ NUMBER
ISCL0108

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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/20/2011				

BID OPENING DATE: 05/31/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOF	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				THIS ADDENDUM IS ISSUED TO EXTEND THE BID OPENING DATE.		
				BID OPENING IS EXTENDED TO 05/31/2011		
				BID OPENING TIME REMAINS: 1:30 PM		
				**TECHNICAL QUESTIONS SHALL BE ISSUED BY SUBSEQUENT ADDENDUM.		
				***** END ADDENDUM NO. 1 *****		
001	1	EA		280-75		
				TIES, CABLE AND WIRING		

*See Section 4*

SEE REVERSE SIDE FOR TERMS AND CONDITIONS		
SIGNATURE <i>Marsha K. Harrell</i>	TELEPHONE 304-356-3395	DATE 5/23/11
TITLE Marsha K. Harrell, Sr. Consultant Pricing and Contract Management	FEIN 16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE

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

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

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).



State of West Virginia  
 Department of Administration  
 Purchasing Division  
 2019 Washington Street East  
 Post Office Box 50130  
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# Request for Quotation

RFO NUMBER  
 ISCL0108

PAGE  
 1

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

VENDOR

RFQ COPY

TYPE NAME/ADDRESS HERE

Verizon Business Network Services Inc.  
 on behalf of Verizon Select Services Inc.  
 4700 MacCorkle Avenue, SE  
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 c/o Sandra Hawkins, Senior Client Account Manager

SHIP TO

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 IS&C - COMMUNICATIONS  
 1900 KANAWHA BLVD. E.  
 BUILDING 5, 10TH FLOOR  
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DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
05/23/2011				

BID OPENING DATE: 05/31/2011 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				THIS ADDENDUM IS ISSUED TO:		
				1.) PROVIDE ANSWERS TO TECHNICAL QUESTIONS SUBMITTED IN ACCORDANCE WITH THE PROVISIONS OF THE ORIGINAL RFQ (ISCL0108),		
				2.) PROVIDE REVISED BID FORM, AND		
				3.) PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST.		
				BID OPENING DATE REMAINS: 05/31/2011		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 2 *****		
0001	1	EA		280-75		
				COPIES, CABLE AND WIRING		
				***** THIS IS THE END OF RFQ ISCL0108 *****		
				TOTAL:		

*See Section 4*

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Marsha K. Harrell* TELEPHONE 304-356-3395 DATE 5/25/11

TITLE Marsha K. Harrell, Sr. Consultant FEIN 16-1337624 ADDRESS CHANGES TO BE NOTED ABOVE

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

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

- ) 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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
  4. 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.
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  10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
  11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
  12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
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  15. **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, and the West Virginia Insurance Commission. 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.
  16. **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 material, 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.

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RFQ ISCL0108  
ANSWERS TO TECHNICAL QUESTIONS

- Q. Page 3 of RFQ – The 3rd paragraph says, "This contract is to be performed within 120 calendar days after the notice to proceed is received."  
Page 12 section 1.5 says "The installation completion time for this RFQ is 45 standard days after issuance of PO."  
Can you please verify completion time frame?
- A. The installation completion time for this RFQ is 120 standard business days after issuance of the purchase order. These 120 days for installation include the measuring of the job and ordering of materials. The state, at its discretion, will adjust timelines, if required, due to unforeseen delays.
- Q. This bid appears to favor a single manufacturer and installer.
- A. 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.  
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 must be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete comparison.
- Q. There are several cable manufacturers that meet the current EIA/TIA 568.c.3 which covers the standards for fiber cable in the commercial work place.
- A. Section 4.0 of ISCL0108 does not mention "the current EIA/TIA 568.c.3" standard. Section 4.1 of ISCL0108 lists the specifications that are being requested for the fiber optic cable.
- Q. Appears to have been taken directly from the Systimax sales catalog. All manufacturers can write this to suit their product only. WV Schools and IS&C have used Mohawk and Optical Cable Corporation fiber products for the last eleven years without any problems. Why can't they be used in this project?
- A. 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.  
  
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 must be

accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete comparison.

As to what WV Schools utilize, we have no knowledge of their requirements or specifications.

As to what IS&C (now The West Virginia Office of Technology) utilizes; there is a statewide contract that is bid on in regular intervals and the specifications for that procurement are included in the bid request. As to whether or not those products can be used, is determined by the bid specifications and the {or equal} guidelines.

Q. Bid price sheet specifies only Systimax products for cable, and connectivity. This does not support an Open Architecture per the 568 c standards.

A. 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.

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 must be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete comparison.

With regards to "Does not support an Open Architecture per the 568 c standards." we need more specifics as we are unable to find what this refers to in the standard.

Q. There is only one distributor in WV that has access to Systimax and Siemon. Restricts pricing. Systimax has refused to allow others to be approved to distribute their product.

A. The State has found five suppliers that work WV for the CommScope/Systimax product line. The five suppliers are AccuTech, Anixter, Wesco, Graybar, and Communications Supply Company. The State has not found or been made aware of any price restrictions. As far as, "Systimax has refused to allow others to be approved to distribute their product", the state has no jurisdiction over private businesses in this regard.

Q. It appears by the ComScope WEB page that there is no (possibly 1 active) Systimax installer in WV, with others being refused the training by Systimax.

A. The State has contacted the CommScope representative and was informed that there are currently three companies in WV that are fully certified as CommScope/Systimax installers. Black Box, Global Tech (Advanced Electric) and Verizon Business all hold that distinction. Another has their technicians in training currently in Pittsburg. There are, at least, two more in the early stages of completing the process.

Q. Using the current products that have been approved by IS&C would allow IS&C personnel to provide for moves, adds, and changes without voiding the warranty provide



by manufacturer. Saving WV additional expense, in the future, by not having to have a contractor do this work.

- A. The State has WVOT staff Stan Moss – Lead Telecom Tech, and Richard Wickert BICSI RCDD and RTPM(i) who have both completed the Design & Engineering course from CommScope/Systimax along with other manufacturer's training and are qualified to approve the installation and maintenance of multiple manufacturers cabling products without voiding existing warranties. The State WVOT has staff that completes an estimated 85% of the States cabling work without using contractors.
- 
- Q. Mohawk Wire and Cable provided for a 25 year warranty on products supplied by approved connectivity partners and Mohawk provided it is installed by a Mohawk Approved Contractor. This allows for any approved contractor and/or IS&C to make moves adds and changes with voiding warranty. There are currently 6 authorized Mohawk contractors in WV.
- A. See answer to above question.
- Q. Additionally, Richard Wickert stated that Systimax was the only company to respond to him and products for the State of West Virginia to use. As the representative for both Leviton Network Solutions and Mohawk Wire and Cable for the last 11 years, I did not receive a request to meet with Richard and do not remember a request being on the state WEB site.
- A. If what Mr. Miller is referring to by "WEB site" is the State Purchasing bulletin, then due to the fact there was not a RFQ or RFP that was, or would be generated from these discussions, there was no need or requirement to post the meetings. Mr. Wickert's effort, at the time, was to conduct market research to determine what options were available to the State for a complete single manufacturer end-to-end structured cabling solution.
- Q. Document states that products must be by a single manufacturer. Siemon is reference in this but does not manufacture their own cable, manufactured by others with Siemon screened on the jacket.
- A. Siemon is used as a reference as they provide products from the same manufacturer. The products are constructed to specifications defined by the supplying manufacturer and thus are labeled with their brand.
- Q. I would like to know why this was not placed for RFQ using the open architecture program.
- A. A "RFQ using the open architecture program" is unknown.

Request for Quotation Number: 15CLO108

Date: 5/9/2011

Project Description: Ties, Cable and wiring

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:	<u>Pomerey</u>
Firm Address:	<u>4013 W. WASHINGTON ST CHARLESTON, WV 25313</u>
Representative Attending:	<u>Richard Sylvester</u>
Phone Number:	<u>304-746-4434 x 5168</u>
Fax Number:	<u>304-650-7703</u>
Email Address:	<u>richard.sylvester@pomerey.com</u>

Firm Name:	<u>Verizon (US32E)</u>
Firm Address:	<u>827 Fairmont Road Suite 204 Morgantown, WV 26501</u>
Representative Attending:	<u>Lawrence Host</u>
Phone Number:	<u>304-284-0502</u>
Fax Number:	<u>304-284-0500</u>
Email Address:	<u>Lawrence.Host@verizonbusiness.com</u>

Firm Name:	<u>Damon</u>
Firm Address:	<u>4013 W. Washington St. Charleston, WV 25313</u>
Representative Attending:	<u>Jesse B. Cavendish</u>
Phone Number:	<u>304-746-4434 x 5255</u>
Fax Number:	<u>304-746-4434 x 5255</u>
Email Address:	<u>jbcauendat@pomerey.com</u>

Firm Name:	<u>Mon Valley Technologies</u>
Firm Address:	<u>3564 River Road Martinsburg, WV 26151</u>
Representative Attending:	<u>Bob Bishop</u>
Phone Number:	<u>304 278-7773</u>
Fax Number:	<u>304 278-7404</u>
Email Address:	<u>RBishop@MNTech.US</u>

Firm Name:	<u>GEMINI DATA LLC</u>
Firm Address:	<u>104 LAUREL AV PO Box WY 25159</u>
Representative Attending:	<u>GARY MILLE</u>
Phone Number:	<u>304 546 1497</u>
Fax Number:	<u>304 546 1497</u>
Email Address:	<u>gemini@sales@concast.net</u>

Firm Name:	<u>GRAHAM ELECTRIC</u>
Firm Address:	<u>1010 Bunge St Charleston WV 25301</u>
Representative Attending:	<u>Kevin Hayes</u>
Phone Number:	<u>304-344-2371</u>
Fax Number:	<u>304-344-0324</u>
Email Address:	<u>Kevin.hayes@graham.com</u>

PRE-BID CONFERENCE  
SIGN SHEET

Request for Quotation Number: 15CL0108

Date: 5/9/2011

Project Description: Ties, Cable and Wiring

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:	<u>SeSCO Data/Com</u>
Firm Address:	<u>6105 12th Street Dunbar, WV 26041</u>
Representative Attending:	<u>James Stewart</u>
Phone Number:	<u>(304) 839-5073</u>
Fax Number:	<u>(304) 768-3698</u>
Email Address:	<u>James.Stewart@stedeltech.com</u>

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

Firm Name:	<u>ASC Industries</u>
Firm Address:	<u>300 Biol Area Dr Buckley, WV 25801</u>
Representative Attending:	<u>James Johnson</u>
Phone Number:	<u>304-575-3967</u>
Fax Number:	<u>304-572-6411</u>
Email Address:	<u>James.johnson@ascind.com</u>

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:	

# POMEROY

infrastructure. optimized.™

Richard A. Sylvester  
*Technology Services Executive*

4013 W. Washington Street  
Charleston, WV 25313  
Office: 304.746.4424 x. 5768  
Fax: 800.659.1703  
Mobile: 304.964.2381  
richard.sylvester@pomeroym.com  
www.pomeroym.com

# POMEROY

infrastructure. optimized.™

Jason B. Cavender  
*Cabling / Electronics Design Engineer*

4013 W. Washington Street  
Charleston, WV 25313  
Office: 304.746.4424 x. 5755  
Fax: 304.746.4439  
Mobile: 304.582.8637  
jcavender@pomeroym.com  
www.pomeroym.com

# Gemini Data LLC

124 Laurel Avenue  
Poca, WV 25159  
304.546.1497

Gary Miller RCDD

gemini@comcast.net


Multi Line Representative For Voice and Data

# Velocity Business

Lawrence W. Host RCDD/CSP  
*Sales Engineer III*

827 Fairmont Road  
Wes-Mott Center, Suite 204  
Morgantown, WV 26501  
Phone 304.284-0504  
Fax 304.284-0500  
Mobile 304.282-4866  
404-8900

lawrence.host@velocitybusiness.com



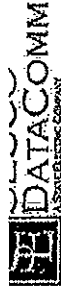
ROBERT E. BISHOP, JR. RCDD  
Main Valley  
TECHNOLOGIES, LLC

356 Raven Road  
Morgantown, WV 26501  
Office: 304.276-7775  
Fax: 304.278-7704  
Email: rbishop@mvtechn.com  
Cell: 304.388-0746

Kevin Hypes  
*Sales Representative*

1010 Young Street  
Charleston, WV 25301  
Direct: 304-344-2371  
Fax: 304-344-0524  
Cell: 304-546-8310  
Toll Free: 800-338-2371  
kevinhypes@graybar.com

# Graybar



James R. Stewart  
*Outside Sales*

Phone 304.768.3600  
Fax 304.768.3698  
Cell 304.839.5073  
Nat Wats: 1.800.344.5202  
james.stewart@stateelectric.com

405 12th Street  
Dunbar, WV 25064



Jim Johnson

HSC Industrial  
300 Rural Acres Drive / Beckley, WV 25801  
www.hscindustrial.com  
e: jamesj@hscindustrial.com / p: 304.252.1918  
m: 304.578.3967 / ft: WV only: 800.675.4739 / f: 304.252.6411





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  
**ISCL0108**

PAGE  
**1**

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

**RFQ COPY**

**TYPE NAME/ADDRESS HERE**

Verizon Business Network Services Inc.  
 on behalf of Verizon Select Services Inc.  
 4700 MacCorkle Ave, SE  
 Charleston, WV 25304  
 c/o Sandra Hawkins, Senior Client Account Manager

DEPARTMENT OF ADMINISTRATION  
 IS&C - COMMUNICATIONS  
 1900 KANAWHA BLVD. E.  
 BUILDING 5, 10TH FLOOR  
 CHARLESTON, WV  
 25305 304-558-5472

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/29/2011				

BID OPENING DATE: **06/07/2011** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				<b>ADDENDUM NO. 3</b>		
				<b>THIS ADDENDUM IS ISSUED TO PROVIDE A COPY OF THE RISER DIAGRAM AS ATTACHED.</b>		
				<b>BID OPENING DATE IS EXTENDED TO: 06/07/2011</b>		
				<b>BID OPENING TIME REMAINS: 1:30 PM</b>		
				<b>***** END ADDENDUM NO. 3 *****</b>		
0001	1	EA		280-75		
				<b>TIES, CABLE AND WIRING</b>		
				<b>***** THIS IS THE END OF RFQ ISCL0108 ***** TOTAL:</b>		

*See Section 4*

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: Maresha K. Harrell TELEPHONE: 304-356-3395 DATE: 6/1/11

TITLE: Maresha K. Harrell, Sr. Consultant FEIN: 16-1337624 ADDRESS CHANGES TO BE NOTED ABOVE  
 Pricing & Contract Management

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

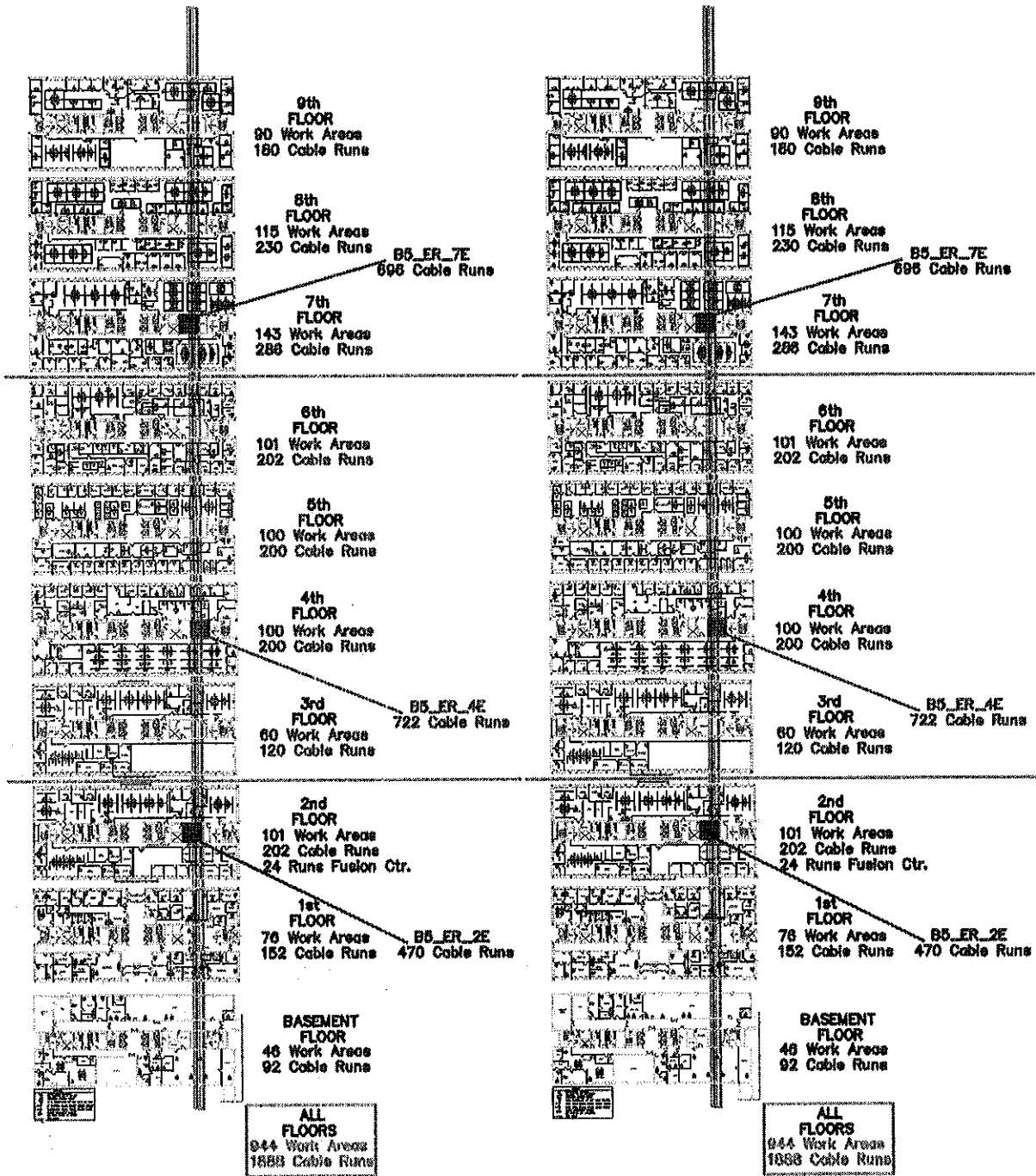
## GENERAL TERMS & CONDITIONS REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)

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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
4. 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.
5. Payment may only be made after the delivery and acceptance of goods or services.
6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at [www.state.wv.us/admin/purchase/vrc/hipaa.htm](http://www.state.wv.us/admin/purchase/vrc/hipaa.htm) and 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.
14. **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>.
15. **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, and the West Virginia Insurance Commission. 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.
16. **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 material, 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.

### INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. 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
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.8).





**Corporate Policy Statement**

Policy No.: CPS-103  
Issued: December 6, 2010  
Subject: Authority to Approve Transactions



APPENDIX 4  
VERIZON BUSINESS  
CPS-103 LETTER OF DELEGATION OF AUTHORITY  
FORM 101

Within the authority granted to me in CPS-103, "Authority to Approve Transactions," I delegate

*Patricia L Myers, Manager, Pricing & Contract Management* [redacted] and  
*Marsha K Harrell, Senior Consultant, Pricing & Contract Management* [redacted] and  
*Lisa M Guignard, Director, Pricing & Contract Management* [redacted]

the authority to perform the following function:

Execute and deliver Verizon Business Customer Contracts and Proposals requiring "wet ink" signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with *Security Procedure for Anthony Recine, Vice President, Pricing & Contract Management, Blue Ink Stamp Policy.*

This will be effective beginning on February 1, 2011 and ending on June 30, 2011 or before if rescinded by me.

*(Annual delegations must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegations with a start date other than July 1st should also include an end date of the subsequent June 30 or earlier.)*

**Distribution:**

- The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date.
- The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date; send a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at [corporatefinancecompliance@corp.verizon.com](mailto:corporatefinancecompliance@corp.verizon.com); and ensure the delegation is entered into the Accounts Payable system when appropriate.

**Approved By:**

*Anthony Recine 2/8/2011*  
Signature Date

Anthony Recine [redacted]  
Name VZ ID

VP, Pricing & Contract Management [redacted]

Responsibility Code of Cost Center Code

*[Signature]* 2/15/11  
Delegate's Signature -- Lisa M Guignard

*[Signature]* 2/9/11  
Delegate's Signature -- Patricia L Myers

*[Signature]* 2/9/11  
Delegate's Signature -- Marsha K Harrell

**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. **RECOUPMENT** - 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.

Company Name: on behalf of Verizon Select Services Inc.

Signed: Marsha K. Harrell

Marsha K. Harrell, Sr. Consultant

Title: Pricing and Contract Management

Date: 5/20/11

**Corporate Policy Statement**

Policy No.: CPS-103  
Issued: December 6, 2010  
Subject: Authority to Approve Transactions



APPENDIX 4  
VERIZON BUSINESS  
CPS-103 LETTER OF DELEGATION OF AUTHORITY  
FORM 101

Within the authority granted to me in CPS-103, "Authority to Approve Transactions," I delegate

*Patricia L Myers, Manager, Pricing & Contract Management* [redacted] and  
*Marsha K Harrell, Senior Consultant, Pricing & Contract Management* [redacted]  
*Lisa M Guignard, Director, Pricing & Contract Management* [redacted]

the authority to perform the following function:

Execute and deliver Verizon Business Customer Contracts and Proposals requiring "wet ink" signatures, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies, including the use of stamp bearing facsimile of my signature in accordance with *Security Procedure for Anthony Recine, Vice President, Pricing & Contract Management, Blue Ink Stamp Policy.*

This will be effective beginning on February 1, 2011 and ending on June 30, 2011 or before if rescinded by me.

*(Annual delegations must be completed by July 1st of each respective year and may not exceed one year from their effective date. Delegations with a start date other than July 1st should also include an end date of the subsequent June 30 or earlier.)*

**Distribution:**

- The person delegated authority must retain a copy of Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date.
- The person granting the delegation must retain the Form 101 delegation, either electronic or hard copy, for one (1) year after expiration date; send a copy to the delegate, the group Chief Financial Officer, and Corporate Finance Compliance at [corporatefinancecompliance@core.verizon.com](mailto:corporatefinancecompliance@core.verizon.com); and ensure the delegation is entered into the Accounts Payable system when appropriate.

**Approved By:**

*Anthony Recine 2/8/2011*  
Signature Date

*Anthony Recine* [redacted]  
Name VZ ID

*VP, Pricing & Contract Management* [redacted]

Responsibility Code / Cost Center Code

*[Signature]* 2/15/11  
Delegate's Signature -- Lisa M Guignard

*Patricia L Myers* 2/9/11  
Delegate's Signature -- Patricia L Myers

*Marsha K Harrell* 2/9/11  
Delegate's Signature -- Marsha K Harrell

## Section 2 General Terms and Conditions and Instructions to Bidders

### General Terms & Conditions

*Request for Quotation (RFQ) and Request for Proposal (RFP)*

Verizon Response

Verizon agrees to the General Terms and Conditions presented with RFQ pages 1 through 10.

### Instructions to Bidders

**1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.**

**2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.**

**4. 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**

**5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited. (W.Va. C.S.R. §148-1-6.6).**

Verizon Response

Verizon has read and complies.

## Section 3 RFQ Specifications

### Request for Quotation

#### 1.0 Objective

*The WV State Purchasing Division for the agency Office of Technology (WVOT) is soliciting bids to acquire a complete structured cable telecommunications distribution system for Building Five (WV Capitol Complex) at 1900 Kanawha Blvd, Charleston, WV225305.*

*This Request for Quotation covers the installation, testing, and acceptance of a structured infrastructure cable telecommunications distribution system. 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*

Verizon Response

Verizon complies.

#### 1.1 Vendor Registration

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

Verizon Response

Verizon complies.

#### 1.2 Oral Statements and Commitments

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

Verizon Response

Verizon complies.

#### 1.3 Response Submission

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

*Vendors mailing bids must allow sufficient time for mail delivery to ensure timely arrival. In accordance with State Code 5A-3-1 1, the Purchasing Division cannot waive or excuse late receipt of a bid that is delayed and late for any reason. Any bid received after the bid opening date and time will be immediately disqualified in accordance with State law and the administrative rules and regulations.*

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

**Submit:**

One original RFQ to:

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

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

Buyer: Krista Ferrell-File 21  
Req#: ISCL0108  
Opening Date: 05/24/2011

Verizon Response

Verizon complies.

**1.4 Incurring Costs:**

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

Verizon Response

Verizon complies.

**1.5 Installation Completion Timeframe:**

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

Verizon Response

Verizon complies as follows per Addendum 2. The installation completion time for this RFQ is 120 standard business days after issuance of the purchase order. These 120 days for installation include the measuring of the job and ordering of materials. The state, at its discretion, will adjust timelines, if required, due to unforeseen delays.

**1.6 Job Site Parking**

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

Verizon Response

Verizon complies.

**1.7 Omissions**

Omission in the bid 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.

**Verizon Response**

Verizon complies.

**1.8 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.*

**Verizon Response**

Verizon complies.

**1.9 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.*

**Verizon Response**

Verizon complies.

**1.10 Price Quotations**

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

**Verizon Response**

Verizon complies.

### **1.11 Price Stability**

*Contract prices and discounts shall be fixed at the time of contract award.*

Verizon Response

Verizon complies.

### **1.12 Prime Vendor**

*A single Vendor shall be the Prime Vendor and the Prime Vendor responsibilities shall include performing overall project administration and serving as a focal point for The WVOT to coordinate and monitor plans and schedules, maintain project budget and status information, administer changes required, preside over other Vendors participating or present at The WVOT meetings, and oversee preparation of reports and presentations.*

*Prime Vendor shall also prepare and present a consolidated invoice for work performed. The WVOT shall issue only one (1) check for each consolidated invoice. Prime Vendor shall remain responsible for performing tasks associated with installation and implementation.*

Verizon Response

Verizon complies.

### **1.13 Compliance with Laws and Regulations**

*The Vendor performance of the work shall comply with applicable federal, state, and local laws, rules, and regulations. The Vendor shall give required notices, shall procure necessary governmental licenses and inspections, and shall pay without burden to The WVOT, all fees and charges in connection therewith unless specifically provided otherwise. in the event of violation,*

*The Vendor shall pay all fines and penalties, including attorney's fees and other defense costs and expenses in connection therewith.*

Verizon Response

Verizon complies.

#### **1.13.1 Federal Communications Commission**

*Equipment requiring FCC registration or approval shall have received such approval and shall be appropriately identified.*

Verizon Response

Verizon complies.



### 1.13.2 Codes, Standards, and Ordinances.

*All work shall conform to the latest edition of the National Electrical Code, the Building Code, and all local codes and ordinances, as applicable. ANSII/TIA/EIA-568-B.1 through ANSII/TIA/EIA-568-B.3, NECS/BICSI-568 and ANSII/TIA/EIA-569-A shall be adhered to during all installation activities. Methodologies outlined in the latest edition of the BICSI Telecommunications Distribution Methods Manual shall also be used during all installation activities.*

*Should conflicts exist with the foregoing, the authority having jurisdiction for enforcement will have responsibility for making interpretation.*

Verizon Response

Verizon complies.

### 1.14 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.*

Verizon Response

Verizon complies.

### 1.15 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 bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.*

Verizon Response

Verizon complies.

### 1.16 Indemnification

*The Vendor shall indemnify and hold harmless The WVOT, its agents, and employees from or on account of any injuries or damages, received or sustained by any person or persons, during or on account of any operation connected with this Contract; or by consequence of any negligence (excluding negligence by The WVOT, its agents, or employees) in connection with the same; or by use of any improper materials or by or on account of any act or omission of said Vendor or its subcontractors, agents, servants, or employees.*

*The Vendor further agrees to indemnify and hold harmless The WVOT, its agents, or employees, against claims or liability arising from or based upon the violation of any federal, state, county, city, or other applicable laws, bylaws, ordinances, or regulations by The Vendor, its agents, associates, or employees.*

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

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

Verizon Response

Verizon complies.

### **1.17 Affidavit**

*West Virginia State Code 5A-3-1 Oa requires that all bidders submit an affidavit regarding any debt owed to the State. The affidavit must be signed and submitted prior to award. It is preferred that the affidavit be submitted with the RFQ. The Affidavit can be found at [www.state.wv.usladmin/purchase/vrc/nodebt.pdf](http://www.state.wv.usladmin/purchase/vrc/nodebt.pdf).*

Verizon Response

Verizon complies. Please see Section 5 for Purchasing Affidavit.

## **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.*

Verizon Response

Verizon complies.

### **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

Verizon complies.

## 2.3 Experience

- 2.3.1 *The selected Vendor must be in the telecommunications structured cabling distribution system specified. To ensure the system has continued support, the WVOT will contract with Vendors having a history of sales, installation, service, and support.*

Verizon Response

Verizon complies.

- 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 experience in this type project as to be able to lend 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. Should the RCDD assigned to this project change during the installation, the new RCDD assigned must meet all requirements of the RFQ.*

Verizon Response

Verizon complies. Please see Appendix A for RCDD Resume.

- 2.3.3 *The Vendor must have certified Systimax, Siemen and I or BICSI Registered Installers and Technicians or equal on staff and assign them to this project. The project should be staffed at all times by certified Installers and Technicians.*

Verizon Response

Verizon complies.

Please see Appendix B for applicable certifications.

- 2.3.4 *The vendor must provide a telecommunications technician. This technician must have experience with cable and related telecommunication systems work in a multi-building campus environment. This technician must have experience on legacy systems including but not limited to 1A2 key, PBX and hybrid systems.*  
*Vendors must provide a list of a minimum of 3 similar projects for which the telecommunications technician has this experience.*

Verizon Response

Verizon complies. Please see Appendix C for Structured Cable and Wiring experience and references.

- 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 for The Vendor. Project clerk/assistant must have telecommunications related experience with similar telecommunications projects. Vendors must provide a list of a minimum of 3 similar projects for which the project clerk/assistant has this experience.*

Verizon Response

Verizon complies.

## 2.4 **Liability and Insurance**

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

Verizon Response

Verizon complies.

### 2.4.1 **Insurance Coverage**

*The Vendor shall be fully liable to provide and maintain in force during the life of this Contract, such insurance, including Public Liability Insurance, Product Liability Insurance, Auto Liability Insurance, Worker's Compensation, and Employer's Liability Insurance as will assure to The WVOT the protection contained in the foregoing indemnification provision undertaken by The Vendor.*

*Such policies shall be issued by United States Treasury-approved companies authorized to do business in the State of West Virginia and having agents upon whom service of process may be made in The WVOT and shall contain as a minimum, the following provisions, coverage's, and policy limits of liability.*

Verizon Response

Verizon complies.

### 2.4.2 **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.*

Verizon Response

Verizon complies.

### 2.4.3 **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.*

Verizon Response

Verizon complies.

**2.4.4 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).*

**Verizon Response**

Verizon complies.

Verizon's automobile liability insurance is written with a combined single limit applying to bodily injury and property damage in the amount of \$2,000,000 each accident.

**2.4.5 Workers' Compensation and Employer's Liability**

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

**Verizon Response**

Verizon complies.

**2.4.6 Failure to Complete and Liquidated Damages**

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

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

**Verizon Response**

Verizon complies.

**2.5 Special Conditions**

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

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

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

**Verizon Response**

Verizon complies.

**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.*

**Verizon Response**

Verizon complies.

**3.0 Work Hours**

**3.1.1 Notice of anticipated hours to Protective Services, General Services and Office of Technology.**

**3.1.2 Work areas will be defined as a standard working space, cubical, office, file room, etc.**

**3.1.3 Disruption of work areas must be kept to a minimum. It is the desire of the DOT that no work areas be unusable between the hours of 5:00am and 5:00pm.**

**3.1.4 Work in the main hallways at all times is permissible as long as no egress pathways are blocked.**

*Proper safety precautions must be in place at all times. An employee of the vendor or if available a State Employee must be present and monitor any open floor duct areas between the hours of 5:00am and 5:00pm. Outside of these hours proper safety precautions must be maintained and clearly mark the open areas.*

**Verizon Response**

Verizon complies.

- 3.2 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.**

**Verizon Response**

Verizon complies.

- 3.3 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:**
- 3.3.1 ANSI/NECAI Telecommunications Cabling**
- 3.3.2 ANSI/TIA/EIA-568-B.1-- Commercial Building Telecommunications Cabling Standard, Part1: General Requirements**
- 3.3.3 BICSI-568 -- Standard for Installing Commercial Building ANSI/TIA/EIA-569-A -- Commercial Building Standard for Telecommunications Pathways and Spaces**

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

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

**Verizon Response**

Verizon complies.

- 3.4 Install in accordance with the most recent edition of BICSI publications: BICSI -- Telecommunications Distribution Methods Manual**

**Verizon Response**

Verizon complies.

- 3.5 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.**

**Verizon Response**

Verizon complies.

**INFRASTRUCTURE CABLE SYSTEM DESCRIPTION**

- 4.0 Fiber Optic cable must be Systimax (or equal) and meet the following specifications. Termination hardware must be Systimax (or equal) and meet the following specifications. All fiber and copper cable as well as all termination and installation material used must be from a single manufacturer. Vendors will be permitted to utilize hybrid multimode I single mode fiber optic cable configurations with the maximum strand count of 48 multimode and 24 single mode in any one jacket. All fiber installed must be plenum rated. Vendor must include a detailed equipment list that at a minimum includes part number, part description, per part pricing and part quantity of all items used to complete this bid.**

**Verizon Response**

Verizon complies.

Please see pricing within Section 4 of Verizon's response.

- 4.1 Fiber Optic Cable Specifications**
- 4.1.1 Laser Optimized Multimode 50pm 550 Plenum Building Cable- Supports 550 Meter Channel @ 10 Gb/s**
- 4.1.2 The cable shall support current and next-generation LAN, SAN, and WAN applications via laser-optimized 50/125-pm optical fibers.**
- 4.1.3 The cable shall extend the distance of low-cost 850-nm VCSEL-based electronics, supporting 1100 m at 1 Gb/s and 550 mat 10 Gb/s.**
- 4.1.4 The application suite shall include Ethernet from 10 Mb/s to 10 Gb/s, Fiber Channel from 1 Gb/s to 10 Gb/s, and ATM/SONET/SDH from OC-1 to OC-192.**

4.1.5 All fibers shall be Differential Mode Delay (DMD) tested using a high-resolution test bench that exceeds the FOTP-220 standards and is independently certified by UL.

4.1.6 The riser cable shall be constructed with tight buffer fibers, aramid strength yarn, surrounded by a Plenum rated outer jacket.

4.1.7 The cables shall be designed for point-to-point applications as well as mid-span access, and shall provide a high-level of protection for fiber installed in the building environment.

4.1.8 The cables shall meet the following specifications:

**Physical Specifications:**

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

**Environmental and Mechanical**

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

**Cable Identification:**

Buffer Tubes and Fibers are identified with standard color coding:

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

**Optical Specifications**

	850 nm,max	1300 nm,max
Cabled Attenuation	3.0 dB/km	1.0 dB/km
Bandwidth by CFL	3500 MHz-km	500 MHz-km
Effective Modal Bandwidth	4700 MHz-km*	500 MHz-km
Differential Mode Delay	See Table below	1.08B ps/m

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

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

**Table 1 Differential Mode Delay Specifications at 850 nm**

DMD Template for <sup>a</sup> INNER = 0 µm to <sup>b</sup> OUTER = 23 µm	DMD Interval Mask for radial intervals: 7 - 13 µm 9 - 15 µm 11 - 17 µm 13 - 19 µm
0.14 ps/m,max.	0.11 ps/m,max.

4.1.9 Armored Laser Optimized Multimode 50Nm Metallic Sheath Supports 550 meters -10Gb/s

4.1.10 The cable supports current and next generation LAN, SAN, and WAN applications via laser-optimized 50/125-pm optical fibers.

4.1.12 The cable extends the distance of low-cost 850-nm VCSEL-based electronics, supporting 1100 m at 1 Gbit/s and 550 m at 10 Gb/s. The application suite includes Ethernet from 10 Mb/s to 10 Gb/s, Fiber Channel from 1 Gb/s to 10 Gb/s, and ATM/SONET/SDH from OC-1 to OC-192.



4.1.13 The fibers shall be Differential Mode Delay (DMD) tested using a high-resolution test bench that exceeds the FOTP-220 standards and is independently certified by ULO.

4.1.14 The Loose Tube Metallic cable shall be armored with a corrugated polymer coated steel tape, and constructed with industry standard 3mm buffer tubes, stranded around a central strength member.

4.1.15 The armor layer shall provide added crush protection and shall meet the Telcordia requirements for Superior Armored cable.

4.1.16 The buffer tubes shall be compatible with standard hardware, cable routing and fan-out kits.

4.1.17 The cable core shall be water blocked with dry water-blocking materials, making access and handling of individual tubes easier and craft-friendly.

4.1.18 The cable shall be designed for point-to-point applications as well as mid-span access, and provide a high-level of protection for fiber installed in the outside plant environment.

4.1.19 The cable shall meet the following specifications:

Fiber Physical Specifications	
Core Diameter	50 ( $\pm 2.5$ ) $\mu$ m
Core Non-Circularity	$\leq 5\%$
Cladding Diameter	125 ( $\pm 1$ ) $\mu$ m
Core/Cladding Concentricity Error	$\leq 1.5\mu$ m
Cladding Non-Circularity	$\leq 1.0\%$
Coated Fiber Diameter (uncolored)	245 ( $\pm 10$ ) $\mu$ m
Coating/Cladding Concentricity Error	$\leq 6\mu$ m
Colored Fiber Diameter	245 ( $\pm 7$ ) $\mu$ m
Proof Test Levels	0.7 GPa minimum
Dynamic Fatigue Parameter	$> -18$
Macrobending (100 turns on a 75 mm mandrel)	$\leq 0.5$ dB @ 850 nm and 1300 nm
Operating Temperature	-60 to 85°C

Fiber Optical Specifications	
Numerical Aperture	0.200 ± 0.015
Effective Group Index of Refraction @ 850 nm	1.482
Effective Group Index of Refraction @ 1300 nm	1.478
Point Discontinuities @ 850 nm or 1300 nm	≤ 0.1 dB
Minimum Bandwidth	Overfilled: 3500 MHz-km @ 850 nm
	Overfilled: 500 MHz-km @ 1300 nm
	Laser: 4700 MHz-km @ 850 nm Laser: 500 MHz-km @ 1300 nm
Zero Dispersion Wavelength	minimum 1297 nm maximum 1316 nm
Zero Dispersion Slope	≤ 0.101 ps/(nm <sup>2</sup> km)

Physical Specifications:								
Fiber Count	Subunits	Outer Diameter in. (mm)	Weight lbs/ft kg/km	Minimum Bend Radius		Max. Tensile Load lbs. (Newtons)		Max. Vertical Rise Feet (Meters)
				Loaded	Unloaded	Short Term	Long Term	
4-48	5'	0.46 (11.7)	63 (94)	9.2 (23.4)	4.6 (11.7)	607 (2700)	180 (800)	2855 (871)
72	6	0.50 (12.7)	72 (107)	10.0 (25.4)	5.0 (12.7)	607 (2700)	180 (800)	2509 (763)
96	8	0.58 (14.7)	95 (141)	11.5 (29.4)	5.8 (14.7)	607 (2700)	180 (800)	1904 (580)
144	12	0.74 (18.9)	146 (217)	14.8 (37.8)	7.4 (18.9)	607 (2700)	180 (800)	1237 (377)
288	24	0.86 (21.9)	211 (315)	17.2 (43.8)	8.6 (21.9)	607 (2700)	180 (800)	852 (260)

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

Cable Identification:		
Buffer Tubes and Fibers are identified with standard color coding:		
1 - Blue	5 - Slate	9 - Yellow
2 - Orange	6 - White	10 - Violet
3 - Green	7 - Red	11 - Rose
4 - Brown	8 - Black	12 - Aqua
Buffer tubes 13 through 24 repeat the color sequence with tracer stripes; e.g. fiber 13 is blue with tracer strip		

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

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

DMD Template for Inner 90 µm of Outer 133 µm	DMD Interval Mask for radial intervals: 7 - 13 µm 9 - 13 µm 11 - 17 µm 13 - 19 µm
0.14 ps/mm, max.	0.11 ps/nm, max.

**Verizon Response**

Verizon complies.

## 4.2 Copper Multi Pair Cable Specifications

### 4.2.1 Description

*Unshielded twisted pair (UTP) category 3 cable for use in backbone cabling systems as described in TIA/EIA 568-b. The cable consists of #24 A\_G solid bare copper insulated conductors, assembled into twisted pairs, with a ripcord, under an overall jacket. Supported applications: Analog & Digital Voice, ISDN*

Verizon Response

Verizon complies.

### 4.1.2 Construction

- a) Primaries: Conductor: 24 AWG (.5 mm) Solid Bare Copper*
- b) Pair Assembly: 2 Primaries Twisted In Varied Lays*
- c) Color Code: See Table 1*
- d) Cable Assembly: 25 Pairs Cabled Together. >25 Pairs - Groups of 25 Pairs*
- e) Barrier: Overal Polyester Tape*

Verizon Response

Verizon complies.

### 4.2.4 Physical Characteristics

- a) Operating Temp: -4°F to +140°F*
- b) Installation Temp: +32°F to +100°F*

Verizon Response

Verizon complies.

## 4.2.5 Electrical Characteristics

a) Standards: TIA/EIA 568-B.2 Cat 3 Backbone Cable

**TABLE 1**

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

### Verizon Response

Verizon complies.

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

### 4.3.1 Plenum Rated

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

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

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

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

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

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

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

**Environmental and Mechanical:**

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

**Physical Specifications**

**Aluminum Armored Plenum Cable:**

Fiber Count	Outer Diameter in. (mm)		Weight lbs/ft (kg/km)		Minimum Bend Radius in. (cm)		Max. Tensile Load lbs. (Newtons)		Minimum Vertical Rise Feet (Meters)					
					Loaded	Unloaded	Short Term	Long Term						
2	0.56	14.1	100	(148)	11.1	(28.2)	7.8	(19.7)	225	(1,001)	68	(300)	677	(206)
4	0.56	14.1	103	(154)	11.1	(28.2)	7.8	(19.7)	300	(1,335)	90	(400)	872	(266)
6	0.56	14.1	106	(158)	11.1	(28.2)	7.8	(19.7)	300	(1,335)	90	(400)	849	(259)
8	0.56	14.1	108	(160)	11.1	(28.2)	7.8	(19.7)	300	(1,335)	90	(400)	836	(255)
12	0.56	14.1	112	(166)	11.1	(28.2)	7.8	(19.7)	300	(1,335)	90	(400)	806	(246)
18	0.76	19.2	197	(294)	15.1	(38.4)	10.6	(26.8)	300	(1,335)	90	(400)	456	(139)
24	0.81	20.4	226	(336)	16.1	(40.9)	11.3	(28.6)	300	(1,335)	90	(400)	398	(121)
36	0.86	21.7	282	(420)	17.1	(43.4)	12.0	(30.4)	300	(1,335)	90	(400)	319	(97)
48	0.91	23.0	302	(448)	18.1	(46.0)	12.7	(32.2)	300	(1,335)	90	(400)	298	(91)
60	1.01	25.5	352	(524)	20.1	(51.1)	14.1	(35.7)	300	(1,335)	90	(400)	255	(78)
72	1.11	28.1	418	(622)	22.1	(56.1)	15.5	(39.3)	300	(1,335)	90	(400)	215	(66)
96	1.26	31.9	569	(847)	25.1	(63.8)	17.6	(44.6)	300	(1,335)	90	(400)	158	(48)

**Steel Armored Plenum Cable:**

Fiber Count	Outer Diameter in. (mm)		Weight lbs/ft (kg/km)		Minimum Bend Radius in. (cm)		Max. Tensile Load lbs. (Newtons)		Maximum Vertical Rise Feet (Meters)					
					Loaded	Unloaded	Short Term	Long Term						
2	0.56	14.1	157	(233)	11.1	(28.2)	7.8	(19.7)	225	(1,001)	68	(300)	431	(131)
4	0.56	14.1	160	(238)	11.1	(28.2)	7.8	(19.7)	300	(1,335)	90	(400)	562	(171)
6	0.56	14.1	163	(243)	11.1	(28.2)	7.8	(19.7)	300	(1,335)	90	(400)	552	(168)
8	0.56	14.1	164	(245)	11.1	(28.2)	7.8	(19.7)	300	(1,335)	90	(400)	547	(167)
12	0.56	14.1	169	(251)	11.1	(28.2)	7.8	(19.7)	300	(1,335)	90	(400)	534	(163)
18	0.76	19.2	285	(425)	15.1	(38.4)	10.6	(26.8)	300	(1,335)	90	(400)	316	(96)
24	0.81	20.4	321	(477)	16.1	(40.9)	11.3	(28.6)	300	(1,335)	90	(400)	281	(86)
36	0.86	21.7	384	(572)	17.1	(43.4)	12.0	(30.4)	300	(1,335)	90	(400)	234	(71)
48	0.91	23.0	412	(613)	18.1	(46.0)	12.7	(32.2)	300	(1,335)	90	(400)	219	(67)
60	1.01	25.5	476	(709)	20.1	(51.1)	14.1	(35.7)	300	(1,335)	90	(400)	189	(58)
72	1.11	28.1	557	(829)	22.1	(56.1)	15.5	(39.3)	300	(1,335)	90	(400)	162	(49)
96	1.26	31.9	730	(1,087)	25.1	(63.8)	17.6	(44.6)	300	(1,335)	90	(400)	123	(38)

**Verizon Response**

Verizon complies.

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

**4.4.1. The cable shall be available in plenum type.**

**4.4.2. The premises cable shall use a standard colored tight buffered construction.**

**4.4.3. The higher fiber count cables shall utilize a sub-unitized design with color-coded sub units for easy identification.**

**4.4.4. The cable shall deliver a cost-effective upgrade path by expanding the available wavelengths by 50% and allowing up to 18 channels of CWDM (Coarse Wave Division Multiplexing) on a single fiber and up to 400 channels of DWDM (Dense Wave Division Multiplexing) on a single cable.**

**4.4.5. The cable shall operate over the entire wavelength range from 1260 nm to 1625 nm, removing the water peak (high attenuation) in the E-band, adding more than 50% in operational wavelength range over conventional single mode fiber.**

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

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

**Physical Characteristics - RISER Rated:**

Fiber Count	Fiber Rating	Outer Diameter		Weight lbs/ft	Weight kg/km	Minimum Bend			Max. Tensile Load		Maximum				
		in.	mm			Loaded in.	Unloaded in.	Short Term lbs.	Long Term lbs.	Vertical ft	mm				
2	Riser	0.16	4.1	8.6	12.9	3.2	8.1	1.6	4.1	225	1001	68	300	1640	500
4	Riser	0.19	4.8	13.1	19	3.8	9.5	2.0	5.1	300	1335	90	400	1640	500
6	Riser	0.20	5.1	15.2	23	4.1	10.3	2.0	5.1	300	1335	90	400	1640	500
8	Riser	0.22	5.5	17.2	26	4.3	11.0	2.2	5.5	300	1335	90	400	1640	500
12	Riser	0.23	5.8	18.8	28	4.6	11.7	2.3	5.8	300	1335	90	400	1640	500
18	Riser	0.48	12.3	99.8	148	9.7	24.6	4.8	12.3	600	2670	180	801	1640	500
24	Riser	0.56	14.1	106.7	159	11.1	28.2	5.6	14.1	600	2670	180	801	1640	500
36	Riser	0.56	14.2	118.7	177	11.2	28.4	5.6	14.2	800	3560	240	1068	1640	500
48	Riser	0.62	15.7	126.6	188	12.3	31.3	6.2	15.7	800	3560	240	1068	1640	500
60	Riser	0.70	17.7	170.8	254	13.9	35.3	7.0	17.7	1000	4450	300	1335	1640	500
72	Riser	0.77	19.6	211.2	314	15.4	39.1	7.7	19.6	1000	4450	300	1335	1421	433
96	Riser	0.92	23.4	308.6	459	18.4	46.9	9.2	23.4	1000	4450	300	1335	972	296
144	Riser	1.00	25.3	399.8	461	19.9	50.6	10.0	25.3	1000	4450	300	1335	958	295

**Physical Characteristics - PLENUM Rated:**

2	Plenum	0.15	3.9	8.8	13.1	3.1	7.8	1.5	3.9	225	1001	68	300	1640	500
4	Plenum	0.17	4.4	12.2	18	3.4	8.7	1.7	4.4	300	1335	90	400	1640	500
6	Plenum	0.19	4.8	15.1	22	3.8	9.7	1.9	4.8	300	1335	90	400	1640	500
8	Plenum	0.20	5.1	16.8	25	4.0	10.2	2.0	5.1	300	1335	90	400	1640	500
12	Plenum	0.22	5.7	20.8	31	4.5	11.4	2.2	5.7	300	1335	90	400	1640	500
18	Plenum	0.45	11.4	82.5	123	9.0	22.8	4.5	11.4	600	2670	180	801	1640	500
24	Plenum	0.52	13.1	108.1	161	10.3	26.3	5.2	13.1	600	2670	180	801	1640	500
36	Plenum	0.56	13.7	128.4	191	10.8	27.4	5.4	13.7	800	3560	240	1068	1640	500
48	Plenum	0.59	15.1	137.7	205	11.9	30.2	5.9	15.1	800	3560	240	1068	1640	500
60	Plenum	0.68	17.2	189.7	282	13.6	34.4	6.8	17.2	1000	4450	300	1335	1581	482
72	Plenum	0.75	19.1	237.1	353	15.1	38.2	7.5	19.1	1000	4450	300	1335	1265	386
96	Plenum	0.90	23.0	360.8	537	18.1	45.9	9.0	23.0	1000	4450	300	1335	831	253
144	Plenum	0.95	24.1	390.8	492	19.0	48.2	9.5	24.1	1000	4450	300	1335	907	276

**Verizon Response**

Verizon complies.

## 5.0 Grounding

*Cable tray grounding must conform to the National Electrical Code 2005 - article 392.7  
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 manufacturers grounding requirements at a minimum.*

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

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

**Verizon Response**

Verizon complies.

## 6.0 **Labeling**

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

*6.1 Labels shall be machine-printed. Hand-lettered labels shall not be acceptable.*

*6.2 Labels shall be affixed to the infrastructure cable at a minimum of every twenty (20) feet.*

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

**Verizon Response**

Verizon complies.

## 7.0 **As - Built Drawings**

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

**Verizon Response**

Verizon complies.

## 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/pdfled1312.pdf](http://www.wiremold.com/shared_content/pdfled1312.pdf)*
- *All firestop must have a 4 hour rating.*
- *The amount of firestop units required will equal or exceed the capacity of the largest cable tray that is served by the penetration.*
- *No more than a 70% fill rate is allowed on any firestop unit. Firestopping will be installed in phase one.*
- *Phase two will be responsible for maintaining the integrity of the installed firestopping. Both phases have the same requirements.*
- *Firestopping is required at all locations the cable tray pathway penetrates a wall.*

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

**Verizon Response**

Verizon complies.

## **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.*

**Verizon Response**

Verizon complies.

### **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.**

**Verizon Response**

Verizon complies.

**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.**

**Verizon Response**

Verizon complies.

**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.**

**Verizon Response**

Verizon complies.

## **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.**

**Verizon Response**

Verizon complies.

- 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.*

Verizon Response

Verizon complies.

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

Verizon Response

Verizon complies.

- 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.*

Verizon Response

Verizon complies.

- 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.*

Verizon Response

Verizon complies.

- 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.*

Verizon Response

Verizon complies.

## **11.0 Penetrations of Building Surfaces**

### **11.1 Fire-Resistant Areas**

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

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

Verizon Response

Verizon complies.

## 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.*

### Verizon Response

Verizon complies.

## 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/IBICSI-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.*

### Verizon Response

Verizon complies.

## 13.0 Cutting and Patching

**13.1** *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.*

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

*13.3 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.*

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

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

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

**Verizon Response**

Verizon complies.

**14.0 Cleaning**

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

*14.2 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.*

**Verizon Response**

Verizon complies.

**15.0 Painting**

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

*15.2 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.*

**Verizon Response**

Verizon complies.

**16.0**

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

**Verizon Response**

Verizon complies.

## 17.0

*All termination hardware will be accomplished using Systimax products or equal.*

*The State has included in this document additional information for the rooms. All installed copper pairs and fiber strands must be terminated and tested to manufactures specifications. All fiber installed must be plenum rated.*

Verizon Response

Verizon complies.

## Infrastructure Structured Cabling Requirements

### BUILDING 5 TELECOMMUNICATIONS EQUIPMENT ROOMS

#### **B5-TER-2E**      **2<sup>ND</sup> FLOOR EAST TELECOMMUNICATIONS EQUIPMENT ROOM**

	Copper Cat 6a	92 CABLE RUNS	Work Areas
	Copper Cat 6a	152 CABLE RUNS	Work Areas
	Copper Cat 6a	202 CABLE RUNS	Work Areas
	Copper Cat 6a	24 CABLE RUNS	Fusion Center
	Fiber Multi Mode	12 Strand	B5-TER-4E
	Fiber Single Mode	12 Strand	B5-TER-4E
	Copper Cat 6a	120 CABLE RUNS	Work Areas

#### **B5-TER-4E**      **4<sup>TH</sup> FLOOR EAST TELECOMMUNICATIONS EQUIPMENT ROOM**

	Copper Cat 6a	200 CABLE RUNS	Work Areas
	Fiber Multi Mode	12 Strand	B5-TER-2E
	Fiber Single Mode	12 Strand	B5-TER-2E
	Fiber Multi Mode	12 Strand	B5-TER-7E
	Fiber Single Mode	12 Strand	B5-TER-7E
	Copper Cat 6a	200 CABLE RUNS	Work Areas
	Copper Cat 6a	202 CABLE RUNS	Work Areas

#### **B5-TER-7E**      **7<sup>TH</sup> FLOOR EAST TELECOMMUNICATIONS EQUIPMENT ROOM**

	Copper Cat 6a	286 CABLE RUNS	Work Areas
	Fiber Multi Mode	12 Strand	B5-TER-4E
	Fiber Single Mode	12 Strand	B5-TER-4E
	Copper Cat 6a	230 CABLE RUNS	Work Areas
	Copper Cat 6a	180 CABLE RUNS	Work Areas

**Verizon Response**

Verizon complies.

## Terminating Unit Requirements

These units with associated hardware will be used for infrastructure terminations

### B5-TER-2E      2<sup>ND</sup> FLOOR EAST TELECOMMUNICATIONS EQUIPMENT ROOM

Copper Terminations

**SYSTIMAX 360™ IPatch® PATCHMAX® Panels**

- |       |   |
|-------|---|
| Three | IPatch® PATCHMAX® GS5 Panel, 24 port<br>760130377 |
| Ten   | IPatch® PATCHMAX® GS5 Panel, 48 port<br>760130385 |

Fiber Termination

**SYSTIMAX 600G2 System**

- |     |   |
|-----|---|
| One | 600G2-1U-MOD-SD 600G2 Modular Shelf, 1U, Slide 760028324                    |
| One | RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray for 1U Shelf 760039867 |

Single Mode B5-TER-4E

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

Multi Mode B5-TER-4E

- |     |   |
|-----|---|
| One | MODG2-12LC-L6-PT G2 Module with 12LC LazaSPEED 550 Pigtails 760027748 |
|-----|---|

### B5-TER-4E      4<sup>TH</sup> FLOOR EAST TELECOMMUNICATIONS EQUIPMENT ROOM

Copper Terminations

**SYSTIMAX 360™ IPatch® PATCHMAX® Panels**

- |        |   |
|--------|---|
| Three  | IPatch® PATCHMAX® GS5 Panel, 24 port<br>760130377 |
| Twelve | IPatch® PATCHMAX® GS5 Panel, 48 port<br>760130385 |

Fiber Terminations

**SYSTIMAX 600G2 System**

Single Mode B5-TER-2E

- |     |   |
|-----|---|
| One | 600G2-1U-MOD-SD 600G2 Modular Shelf, 1U, Slide 760028324                    |
| One | RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray for 1U Shelf 760039867 |

Single Mode B5-TER-7E

- |     |  |
|-----|--|
| Two | MODG2-12LC-SM-PT G2 Module with 12LC TeraSPEED Pigtails<br>760031039 |
|-----|--|

Multi Mode B5-TER-2E

- |     |   |
|-----|---|
| One | 600G2-1U-MOD-SD 600G2 Modular Shelf, 1U, Slide 760028324                    |
| Two | RS-4AF-16SF RoloSplice Kit E/W 4x Fusion Splice Tray for 2U Shelf 760031856 |

Multi Mode B5-TER-7E

- |     |  |
|-----|--|
| Two | MODG2-12LC-L8-PT G2 Module with 12LC LazaSPEED 550<br>Pigtails 760027748 |
|-----|--|

### B5-TER-7E      7<sup>TH</sup> FLOOR EAST TELECOMMUNICATIONS EQUIPMENT ROOM

Copper Terminations

**SYSTIMAX 360™ IPatch® PATCHMAX® Panels**

One iPatch® PATCHMAX® GS5 Panel, 24 port  
760130377  
Fifteen iPatch® PATCHMAX® GS5 Panel, 48 port  
760130385

**Fiber Terminations****SYSTIMAX 600G2 System**

One 600G2-1U-MOD-SD 600G2 Modular Shelf, 1U, Slide 760028324  
One RS-2AF-16SF RotoSplice Kit E/W 2x Fusion Splice Tray for 1U Shelf 760039867

**Single Mode BS-TER-4E**

One MODG2-12LC-SM-PT G2 Module with 12LC TeraSPEED Pigtaills 760031039

**Multi Mode BS-TER-4E**

One MODG2-12LC-LS-PF G2 Module with 12LC LazaSPEED 550 Pigtaills 760027748

**Verizon Response**

Verizon complies.



## Section 4 RFQ ISCL0108 Bid Price Sheet

Verizon has attached its completed Bid Price Sheet directly after this page.



## Section 5 Purchasing Affidavit

Verizon has attached its completed and signed purchasing affidavit directly after this page.

STATE OF WEST VIRGINIA  
Purchasing Division

**PURCHASING AFFIDAVIT**

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

**DEFINITIONS:**

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

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

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

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.

**WITNESS THE FOLLOWING SIGNATURE**

Verizon Business Network Services Inc.

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

Authorized Signature: Manohak, Harnee Date: 5/20/11

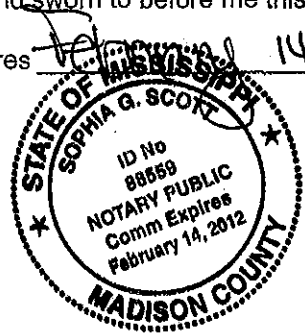
State of Mississippi

County of Madison, to-wit:

Taken, subscribed, and sworn to before me this 20th day of May, 2011.

My Commission expires February 14, 2012.

AFFIX SEAL HERE



NOTARY PUBLIC Sophia G. Scott

## Section 6 Drug Free Workplace Affidavit

Verizon has attached its completed and signed Drug Free Workplace affidavit directly after this page.



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

STATE OF Mississippi  
COUNTY OF Madison, TO-WIT:

I, Marsha K. Harrell, after being first duly sworn, depose and state as follows:

- 1. I am an employee of Verizon Business Network Services Inc; and,  
(Company Name)  
Verizon Business Network Services Inc
- 2. I do hereby attest that on behalf of Verizon Select 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  
on behalf of Verizon Select Services Inc.  
(Company Name)

By: Marsha K. Harrell  
Sr. Consultant Pricing and  
Title: Contract Management  
Date: 5/20/11

I have subscribed and sworn to before me this 20 day of May, 2011  
by Contract on expires February 14, 2012



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.**

## Section 7 Bid Bond

Verizon has attached its completed and signed Bid Bond directly after this page.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Verizon Business Network Services Inc. on behalf of Verizon Select Services Inc. of 4700 MacCorkle Avenue SE, Charleston, WV 25304, as Principal, and Travelers Casualty and Surety Company of America of One Tower Square-2SHS, Hartford, CT 06183, a corporation organized and existing under the laws of the State of Connecticut with its principal office in the City of Hartford, as Surety, are held and firmly bound unto the State of West Virginia, as Obligee, in the penal sum of Five Percent 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 Request for Quotation #ISCL0108 for Installation, Testing, and Acceptance of a Structured Infrastructure Cable System for Building #5 located on the West Virginia State Capitol Complex in Charleston, WV

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 18th day of May, 2011.

Principal Corporate Seal

Verizon Business Network Services Inc.  
on behalf of Verizon Select Services Inc.  
(Name of Principal)

By [Signature]  
(Must be President or Vice President) Richard Tankun

VP - FAX  
(Title)

Surety Corporate Seal

Travelers Casualty and Surety Company of America  
(Name of Surety)

[Signature]  
Mnuel Jones, Attorney-in-Fact

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



POWER OF ATTORNEY



Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 223091

Certificate No. 003993472

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Erin M. Margelis, Myrna L. Smith, Manuel Jones, Patrick Bannon, Jeffrey T. Tyler, and Elvia Foil

of the City of Washington, State of D. C., their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 3rd day of December, 2010

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: George W. Thompson, Senior Vice President

On this the 3rd day of December, 2010, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal. My Commission expires the 30th day of June, 2011.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kori M. Johanson, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 18<sup>th</sup> day of MAY, 20 11

  
Kori M. Johanson, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

## Appendix A RCDD Resume

Attached within Appendix A is Lawrence Host RCDD Resume In support of 2.3.2 of Verizon's response.

Included are certifications in support of Lawrence Host Resume and Verizon's response.



827 Fairmont Road  
Morgantown, West Virginia 26505

Phone: (304) 284-0502

Cell: (304) 904-8900

FAX: (304) 284-0500

Email:

[lawrence.host@verizonbusiness.com](mailto:lawrence.host@verizonbusiness.com)

## **Lawrence W. Host, RCDD/OSP, ITIL Client Solutions Architect**

### **Work Experience**

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

#### **Client Solutions Architect**

- 17+ years experience in Telecommunications Industry
- 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. 17+ 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. 17+ years Outside Plant cabling and design experience

**(2001-2005)**

#### **Verizon Enterprise Solutions Group**

##### **Sales Engineer, RCDD**

- 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**

**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)**

**ITIL**

**ITIL Foundation Certification in IT Service Management**

**Cabling Manufacture Certified**

**Siemens Company Certified Designer  
SYSTIMAX SCS Design and Engineering Certification  
SYSTIMAX 360 Solutions Certification  
SYSTIMAX / CommScope Prestige Business Partner**

**Other**

**Auto CAD**

**Proficient in Microsoft Office Suite software**

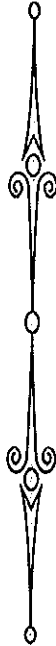
## Appendix B Certifications

Attached within Appendix B are certifications in support of 2.3.3 of Verizon's response.

The professional designation of

# RCDD<sup>®</sup>

**REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER**



Is awarded to

## Lawrence Host

by BICSI<sup>®</sup> in recognition of having successfully completed BICSI's registration and examination requirements.



*Sain Hasan*

President, BICSI

*John D. Clark*

BICSI Executive Director & Chief Executive Officer

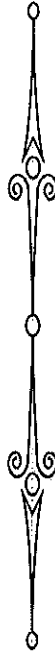
Issued  
1/1/2011

12/15/2013

The professional designation of

# OSP

**OUTSIDE PLANT SPECIALIST**



Is awarded to

**Lawrence Host**

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



*Sam Haven*

President, BICSI

*Stan D. Chase*

Executive Director, BICSI

Issued  
1/1/2011

Expires  
12/31/2013



**SYSTIMAX®**  
**SOLUTIONS**

# **Certificate of Achievement**

**THIS CERTIFIES THAT**

---

**Lawrence Host  
Verizon Business**

---

**has successfully completed**

**SP3321 - SYSTIMAX SCS Design and  
Engineering**

**SYSTIMAX® Structured Connectivity Solutions**

  
**James Donovan**  
Approval

**4th October 2010**  
Date Issued

**U497799US113**  
Certificate Number



**SYSTIMAX®**  
**SOLUTIONS**

# Certificate of Achievement

**THIS CERTIFIES THAT**

---

**Lawrence Host  
Verizon Business**

---

**has successfully completed**

**SP3360 - SYSTIMAX 360 Solutions**

**SYSTIMAX® Structured Connectivity Solutions**

  
**James Donovan**  
Approval

**24th May 2010**  
Date Issued

**U489933US113**  
Certificate Number



## Appendix C Structured Cabling Experience and References

Attached within Appendix C is Structured Cabling Experience and References in support of 2.3.4 of Verizon's response.

### Structured Cabling Experience and References



Verizon 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 of the RFQ ISCL0108 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 cable plant serving the Capitol Complex, Building 5.

### Benefits of the Verizon Offering

A Leader with over 75 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 of information transport system (ITS). Benefits include:

- **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, Wireless Access, 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 a dedicated team of structured cabling engineer throughout the continental U.S. Our team of structured cabling engineers holds the professional designation of RCDD and demonstrates the expertise in the design, implementation, and integration of telecommunications and data communications transport systems and related infrastructure expressly required for the design of standards based cabling systems.

Our Engineers maintains certifications from Systimax, Ortronics, Siemen Systems, and Leviton 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.
- **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
    - \* Backbone solutions
    - \* Outside plant implementations
    - \* Underground and aerial
    - \* Data, voice, video and Wireless LAN solutions
  - Services
    - \* Comprehensive network design
    - \* Complete job validation
    - \* Performance bandwidth requirements
    - \* Infrastructure audits
    - \* Fusion Splicing

- \* Service and support
- \* 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, Siemen Systems, Berk Tek, Mohawk, CommScope, Corning, Panduit and Ortronics to mention a few.

- **Subcontractor Information.** Verizon maintains regional subcontracting companies who are qualified and experience Information Transport System installer to perform quality installation.

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**

#### **State of West Virginia, Capitol Complex – Structured Cabling Installation**

This project provided for the installation of a structured cabling solution for Cat-6 horizontal cabling, fiber optic and multi-pair copper tie cables and Wireless Access Points serving the Capitol Complex Building 1.

The installation also provided a fiber optic backbone to serve the WV State Capitol Complex including Building 1, 4,5,6,7 and 9. This project required the installation of underground cable installation and inside conduit and raceway with termination, testing, and documentation. The network operating over this structured cable plant installed by Verizon requires continuous operation- 24x7.

#### **West Virginia University, Morgantown, WV – Horizontal Cabling and Fiber Optic Backbone Installation**

Verizon has supported WVU with quality structured cabling installations for the past 17+ years. These projects provided for the installation of Cat-5e and Cat-6 cabling systems serving the facilities on the Morgantown Campuses as well as fiber optic backbone cabling serving all 50+ WVU buildings on the Morgantown and Evansdale Campuses.

These projects required the installation underground conduit and manholes, aerial cable installation and inside conduit and raceway with termination, testing, and documentation. Fiber backbone design and installation projects include the placement of fiber between the two campuses installed in the underground steam tunnels, beneath the tracks of the PRT and in underground conduit installed.

Verizon has also completed Wireless Access site surveys and WAP installation throughout the student dormitory areas of the WVU Campus. The network operating over this structured cable plant installed by Verizon requires continuous operation- 24x7.

#### **Ruby Memorial Hospital, Morgantown, WV - Fiber Optic Backbone Installation**

This project provided for the installation of a fiber optic backbone to serve Ruby Operation Center and Ruby Memorial Hospital. This project required the installation of underground conduit, utility pole placement, and aerial cable installation and inside conduit and raceway with termination, testing, and documentation.

This fiber backbone consisted of 24,000 feet of 48 Single-mode fiber. The network operating over the fiber backbone installed by Verizon requires continuous operation- 24x7.

### **Marshall University, Huntington, WV - Horizontal Cabling and Fiber Optic Backbone Installation**

Verizon has support Marshall University with quality structured cabling installations for the past 10+ years. These projects include the installation of Cat-6 cabling serving the Marshall administrative buildings, and dormitories; 20+ buildings.

Verizon has also 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. Verizon has also completed Wireless Access Point cabling and installations throughout the student dormitory areas of the Marshall University Campus.

The network operating over this structured cable plant installed by Verizon requires continuous operation- 24x7.

### **References**

WVU	Ruby Memorial Hospital	Marshall University
Mr. Timothy Williams	Mr. William Miller	Mr. Mike Adkins
Director of IT	Director	Director of Network/Telecom
One Waterfront Place	992 Elmer Prince Drive	One John Marshall Drive
Morgantown, WV 26506	Morgantown, WV 26505	Huntington, WV 25709
(304) 293-3930	(304) 598-4918	(304) 696-3209

## Appendix D Verizon System Agreement

Attached within Appendix D is the Verizon's System Agreement in support of the Nature of Proposal within the General Information Page of Verizon's response.



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

<b>A. Verizon Entity Name ("Verizon"):</b> Verizon Business Network Services Inc. on behalf of  Verizon Select Services Inc	<b>B. Customer Name ("Customer")</b>  State of WV, Department of Administration
Address: 4700 MacCorkle Av SE	Address: 1900 Kanawha Blvd E, Bldg 5 10 <sup>th</sup> Floor
City: Charleston      State: WV      Zip Code: 25304	City: Charleston      State: WV      Zip Code: 25305
Contact Name and Phone Number: Sandy Hawkins 304 356-3395	Customer Billing Address (if different):
Quote Number (if applicable) ____	City:                      State:                      Zip Code:
	Contact Name and Phone Number: Krista Ferrell 303 558-2596

<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 checked="" type="checkbox"/> International Purchase and Sale (Drop Ship)</p> <p><b>VERIZON MAINTENANCE SERVICES</b></p> <p><input type="checkbox"/> IP PBX Supplemental  <input type="checkbox"/> Optical LAN Solutions  <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</p>	<p><b>Verizon Maintenance Services Cont'd.</b></p> <p><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><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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<p><b>D. Payment Options:</b></p> <p><input checked="" type="checkbox"/> Cash Purchase  <input type="checkbox"/> Lease/Financing          <input type="checkbox"/> Verizon Credit Inc.          <input type="checkbox"/> Third Party Lease/Financing ____ (must have prior written approval of Verizon)  <input type="checkbox"/> E-Rate/USF Funding Application No. ____  <input checked="" type="checkbox"/> Tax Exempt No. ____</p>
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**E. The total price of the System and/or services being purchased by the Customer is:**

**Equipment and/or Installation Price** \$ 605,896.38  
**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** \$ 605,896.38

**F. Maintenance Service Billing Option:**

Pre-paid Billing: \_\_\_\_\_ years \$ \_\_\_\_\_ (Annual Rate)  
 Deferred Billing (deferred until warranty expiration):  
     \_\_\_\_\_ years \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_  
   (Year 1) (Year2) (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
- Cisco Technology Migration Program Supplement
- Cisco Try and Buy Program Supplement
- Data Maintenance Exhibit
- 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 Maintenance Services Exhibit. The foregoing exhibit does 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 or to provide upon execution of this Agreement evidence of exemption acceptable to Verizon.

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

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

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

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

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:



## System Agreement

- 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. Upon final payment, title shall pass to Customer and Verizon will release its security interest. Customer will not grant or convey to any other person or entity a security interest in, or permit placement of a lien on, the System unless and until Customer has paid Verizon in full for such System.

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



## System Agreement

- 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/service-descriptions](http://www.cisco.com/go/service-descriptions) 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 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.



## System Agreement

**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 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.



## System Agreement

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

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

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

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

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



## System Agreement

discoveries, concepts, ideas, designs, methods and information developed, acquired, owned, produced, or practiced at any time by a party, and all non-public information relating to the business of such party.

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

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

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





## System Agreement

**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, 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



# System Agreement

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 WV, Department of Admin

By:	<u><i>Marsha K. Harrell</i></u>	By:	_____
Print Name:	Marsha K Harrell	Print Name:	_____
Title:	Senior Consultant	Title:	_____
	Contract Management		_____
Date:	<u>5/25/11</u>	Date:	_____



## Appendix E Statement of Work

Attached within Appendix E is Verizon's Statement of Work directly after this page.

**STATEMENT OF WORK (SOW) NO. 1-9Y81TF  
TO VERIZON VOICE AND DATA EQUIPMENT AND  
RELATED SERVICES ATTACHMENT  
Structured Cabling Services**

<b>Customer: State of West Virginia</b>	<b>Quote: 1-9Y81TF</b>
<b>Contract ID: N/A</b>	<b>Date: 5/24/2010</b>

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

By: Marsha K. Harrell  
 Name: Marsha K Harrell  
 Title: Senior Consultant  
 Date: 5/25/11  
 Contract Management

**CUSTOMER'S LEGAL NAME:**  
 State of West Virginia  
**Address**  
 1900 Kanawha Blvd  
 Charleston, WV 25305

By: \_\_\_\_\_  
 Name: Krista Ferrell  
 Title: Purchasing  
 Date: \_\_\_\_\_

This Statement of Work ("SOW") amends and is a part of the Voice and Data Equipment and Related Services Attachment and related Verizon master services agreement (collectively "Agreement"), entered between Verizon Select Services Inc. ("Verizon"), and State of West Virginia ("Customer"), Contract ID number as shown above, if applicable, executed by both parties as of May 24<sup>th</sup>, 2010.

**Description of Project**

**1. Services.**

This SOW defines the structured cabling services and deliverables that Verizon will provide to Customer under the terms of the Agreement ("Structured Cabling Services") and forms the basis for the pricing in the quote referenced above (the "Quote"). Verizon will perform the Structured Cabling Services at the locations listed in the Quote. Certain Structured Cabling Services detail may be provided for Customer's reference in additional documentation separate from this Agreement.

**2. Scope of Work.**

Verizon proposes the following structured cabling installation services for Customer. Verizon has based the Quote on the cabling solution and technical specifications\* described below. Structured Cabling Services will include: Installation of Cat-6a cabling as described in the RFQ# ISCL0108 and associated specifications.

The "System", as used within this SOW, means the structured cabling solution provided under this SOW, e.g. CPE, including without limitation, cables and other related materials.

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

Verizon will:

- 3.1. Provide installation which complies with standards and codes, including as applicable:
- NFPA 70 – National Electric Code
  - ANSI/TIA-568-C.0 – Generic Telecommunications Cabling for Customer Premises

- ANSI/TIA-568-C.1 – Commercial Building Telecommunications Cabling Standard
  - TIA-569-B – Commercial Building Standard for Telecommunications Pathways and Spaces
  - ANSI/TIA-606-A – Administration Standard for Commercial Telecommunications Infrastructure
  - ANSI-J-STD-607-A – Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications
  - TIA-526-7 – Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant
  - TIA-526-14-A – Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant
  - ANSI/TIA-758-A – Customer-Owned Outside Plant Telecommunications Infrastructure Standard
  - ANSI/TIA-942 – Telecommunications Infrastructure Standard for Data Centers
- 3.2. 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, and acceptance testing.
  - 3.3. Deliver the System to the Customer’s site(s) shown on the Quote;
  - 3.4. Contact the Customer prior to install in order to confirm site readiness;
  - 3.5. Provide the labor to complete the project in a good and workmanlike manner ;
  - 3.6. Provide progress updates to review actual progress with the Customer SPOC;
  - 3.7. Provide a schedule indicating general project deadlines with specific dates relating to the installation of the System;
  - 3.8. Coordinate access to the building, daily parking, access to materials, and material storage with the Customer SPOC;
  - 3.9. Additional Verizon Deliverables and Documentation: As-built documentation and Test results for all fiber and copper

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

Customer must:

- 4.1 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, access 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.
- 4.2 Confirm and agree to the schedule indicating general project deadlines with specific dates relating to the installation of the System as provided by Verizon;
- 4.3 Provide a soft copy of all related plans clearly depicting installation locations and features that is sufficiently recent, accurate, and detailed to allow Verizon to install the System;
- 4.4 Provide the appropriate security clearances, access badges, and access to buildings and any other structures related to the Project (“Locations”) and Training as defined below, if required.. It is the Customer’s sole responsibility to provide the necessary means of access to Locations;
- 4.5 Provide prompt physical and electronic access to Locations where Verizon will install the System. NOTE: Wait time in excess of 60 minutes may result in a time and material charge. Verizon will coordinate Project activities in advance in order to allow for timely access and avoid delay.
- 4.6 Remove or move any obstacles required to implement this Project at a Location in a timely manner.
- 4.7 Provide loading dock space and freight elevators at no expense to Verizon. Verizon deliveries shall be scheduled during Office Hours as defined below;
- 4.8 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.
- 4.9 Provide adequate and secure storage space for the Verizon equipment, tools, and materials at the Location;
- 4.10 Unless otherwise provided for in Section 2, Scope of Work, provide sufficient rack space or other appropriate installation location for the System;
- 4.11 Ensure that the Customer’s ground meets the recommendations of the System manufacturer. If a new ground work is required, Verizon can perform such work at Customer’s request pursuant to a quote;

- 4.12 Ensure that any and all main or intermediate distribution frames ("MDF/IDF") are of sufficient size to accommodate System being installed;
- 4.13 Ensure conformance with any applicable codes, regulations, and laws, including but not limited to electrical, building, safety, and health;
- 4.15 Dispose of all decommissioned equipment, unless provided otherwise in the Quote.
  - If this box is checked, Verizon will demolish and dispose of all abandoned cable as required by code. If this box is not checked, Verizon will not demolish and dispose of abandoned cable.
- 4.16 Additional Responsibilities: N/A

**5. Change Order Request**

Customer may request changes in, or additions to, the Structured Cabling 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 the Structured Cabling 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, as defined below, 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.

**7. Conditions.**

- 7.1 Structured Cabling Services are generally available within the 48 contiguous United States. Orders for Structured Cabling Services in Alaska and Hawaii must be specifically pre-approved by Verizon.
- 7.2 Structured Cabling 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 Structured Cabling 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 requires work to be performed outside of Office Hours. The Structured Cabling Services will be performed between the hours of \_\_\_\_\_ These hours are included in the Quote.
- 7.3 Unless Customer otherwise requests in writing Verizon will, at Customer's expense, apply for permits necessary for Structured Cabling Services.
- 7.4 Verizon will provide Customer written notice indicating the date Structured Cabling Services is 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.
- 7.5 Should Customer request delay of Structured Cabling Services, or should Structured Cabling 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.
- 7.7 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.
- 7.8 Customer will only assign persons to this project that have the necessary skills required to complete the Customer's part of this project.

7.9 Customer will allow Verizon access to sites for performance of any required Structured Cabling 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.

7.10 Additional Conditions  
N/A

8. **Term of SOW.** This SOW is effective upon full execution by the parties and will remain in effect during the delivery of the Structured Cabling Services. Except for warranties specifically provided herein, this SOW will terminate upon final delivery of the Structured Cabling Services.

9. **Warranty**

- 9.1 Verizon warrants the System against defects solely related to Verizon's installation for one year after the System is accepted as provided above. To the extent permitted, manufacturers' end user warranties will be passed through to Customer. Customer will present such warranty claims directly to the manufacturer.
- 9.2 If a manufacturer's end-user warranty is included, Verizon will provide the appropriate certified labor, documentation, and materials to qualify the installation for such warranty.  
 If this box is checked, the System includes manufacturer's warranty.
- 9.3 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. The warranties contained herein are Customer's sole and exclusive warranties for Structured Cabling Services.

10. **Assumptions**

- 10.1 This SOW constitutes the entire agreement between the parties with respect to the Structured Cabling Services and supersedes all other prior or contemporaneous representations, understandings or agreements. Except as otherwise expressly stated herein, no amendment to this SOW is valid unless in writing and signed by both parties.
- 10.2 Structured Cabling Services are limited to the services, deliverables, documentation, and conditions stated herein and in the Agreement, and the System defined in the Quote.
- 10.3 Additional Assumptions  
N/A