



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

ISCM0153

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

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
05/25/2012				

BID OPENING DATE:

05/30/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 2		
				THIS ADDENDUM IS ISSUED TO:		
				1.) ADD ADDITIONAL CABLING TO THE SPECIFICATION AND		
				2.) PROVIDE A REVISED COST SHEET PER THE ATTACHED.		
				BID OPENING DATE REMAINS: 05/30/2012		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 2 *****		
0001	1	LS		280-75		
				CABLE SYSTEM FOR (2) DMV LOCATIONS		
				***** THIS IS THE END OF RFQ ISCM0153 *****		
				TOTAL:		81,943.61

RECEIVED

2012 MAY 30 PM 1:19

WV PURCHASING
DIVISION

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Marsha K Harrell</i>	304 356-3395	5/29/12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Senior Consultant Pricing/Contract Management	16-1337624	

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

GENERAL TERMS & CONDITIONS PURCHASE ORDER/CONTRACT

1. **ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
2. **APPLICABLE LAW:** The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
3. **NON-FUNDING:** All services performed or goods delivered under State Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
4. **COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinances including, but not limited to, the prevailing wage rates of the WV Division of Labor.
5. **MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
6. **ASSIGNMENT:** Neither this Order nor any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
7. **WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will:
(a) conform to the specifications, drawings, samples or other description furnished or specified by the Buyer; (b) be merchantable and fit for the purpose intended; and/or (c) be free from defect in material and workmanship.
8. **CANCELLATION:** The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
9. **SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in this Order.
10. **LATE PAYMENTS:** Payments may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the *West Virginia Code*.
11. **TAXES:** The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
12. **RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
14. **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.html 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.
15. **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>.
16. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
17. **ANTITRUST:** In accepting this purchase order or signing this contract with any agency for the State of West Virginia, the vendor agrees to 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 vendor. Vendor certifies that this purchase order or contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law. Vendor further certifies that this purchase order or contract is in all respects fair and without collusion or fraud.

RFQ ISCM0153

Addendum

The move in date for the new Parkersburg DMV Regional Office is estimated to be in October 2012.

The RFQ Equipment list has been updated to reflect additional materials for the required UPS units.

Alternative products submitted for this procurement must integrate seamlessly and interchange with the existing WV DOT iPatch system / software with zero loss of feature functionality and no infrastructure configuration changes.

RFQ ISCM00153 **ADDENDUM

BID PRICE SHEET

PART NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
Parkersburg and Spencer DMV Regional Offices					
ATG 1003-xx	ALLEN TEL 3 FOOT All Colors CAT 6A PATCH CABLE	Each	50		\$0.00
ATG 1005-xx	ALLEN TEL 5 FOOT All Colors CAT 6A PATCH CABLE	Each	100		\$0.00
ATG 1007-xx	ALLEN TEL 7 FOOT All Colors CAT 6A PATCH CABLE	Each	50		\$0.00
ATG 1010-xx	ALLEN TEL 10 FOOT All Colors CAT 6A PATCH CABLE	Each	200		\$0.00
X-30-422	BRADY IDXPRT Labels Size: 1.500" W x 0.750" H Print Area 250	Cart	2		\$0.00
XC-475-422	BRADY IDXPRT GLOSS POLYESTER .475IN X 30 CONT	Cart	1		\$0.00
XC-1000-595-YL-BK	BRADY IDXPRT OUTDOOR VINYL 1.0IN X 30 FT BK on YL	Cart	1		\$0.00
XC-1000-595-GN-WT	BRADY IDXPRT OUTDOOR VINYL 1.0IN X 30 FT WT on GN	Cart	1		\$0.00
XC-1000-595-BL-WT	BRADY IDXPRT OUTDOOR VINYL 1.0IN X 30 FT WT on BL	Cart	1		\$0.00
XSL-115-427	BRADY IDXPRT Labels 1.500" W x .500" H Print Area Self Lam 250	Cart	2		\$0.00
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SF100PG	Cablofil - Hangers-Center Hung	Each	40		\$0.00
SWKEZ	Cablofil - Splice Connectors Pack of 50	Each	3		\$0.00
57014-703	Chatsworth Velocity Standard Pack	Pack	2		\$0.00
10250-718	Chatsworth Ladder Tray 18" Section 10'	Feet	2		\$0.00
10595-718	Chatsworth Ladder Tray 18" Top Plate Kit	Each	2		\$0.00
11421-718	Chatsworth Ladder Tray 18" Wall Angle Support Kit	Each	4		\$0.00
13912-703	Chatsworth Vertical Wire Manager	Each	2		\$0.00
760111187	CommScope iPatch System Manager Enterprise 2000	Each	1		\$0.00
760095562	CommScope 360 iPatch Panel Manager	Each	1		\$0.00
760105353	CommScope 360 iPatch Network Manager Module	Each	1		\$0.00
760092452	CommScope GigaSPEED XL MGS600 Series Cat 6A U/UTP Info Outlet, 318-blue	Each	200		\$0.00
760152330	CommScope iPatch 1100GS3 Evolve U/UTP Patch Panel, 48 port	Each	5		\$0.00
107952442	CommScope M104 Type Surface Mount Box, four port ivory	Each	100		\$0.00
108216151	CommScope Faceplate 4-Hole w/blanks Modular Furniture	Each	100		\$0.00
844160410	CommScope 10GN4 ETL Verified Category 6A U/UTP Cable	Each	40		\$0.00
760072942	CommScope 1U SS Horizontal Trough Kit	Each	4		\$0.00
760072959	CommScope 2U SS Horizontal Trough Kit	Each	6		\$0.00
760103796	CommScope M61A-318 BLUE ICON - 100 \ bag	Each	1		\$0.00
RCURN082	GEIST - 102D20ST5-OD Switched Ultra PDU	Each	2		\$0.00
GB114420TMG8KT	HAGER 1/4" X 4" X 20" TMGB KIT	Each	2		\$0.00
IMSOC10-1	Pelco - Sarix MiniDome .5 Megapixel Fixed Camera	Each	1		\$0.00
EZDP44S	STI 44+Single Pathway Kit w/ 1 Pathway, Two (2) Mount Plates And Labels	Each	6		\$0.00
EZRCM44S	STI Radius Control Module - One Pair (2) For Use With Series 44+ Pathway	Each	6		\$0.00
					\$0.00
SU1000RTXL2UA	SmartOnline 1kVA Dble-Conversion UPS, Rack/Tower, 100/110/120V NEMA outlets	Each	2		\$0.00
SNMPWEBCARD	For remote monitoring and control via SNMP, Web or Telnet	Each	2		\$0.00
BP24V15RT2U	External Battery Pack for UPS System	Each	2		\$0.00

				Materials price	\$0.00
				Installation Price	
				District 5 HQ and DMV Regional Offices - Total Bid Price	\$0.00
<i>Quoted price per hour for labor outside of original Purchase order. Used for award purpose only.</i>				Hour	40
					\$0.00

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

Marsha K Harrell, Senior Consultant, Pricing & Contract Management

Lisa M Guignard, Director, Pricing & Contract Management

Christopher W McKeown, Manager, Pricing

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 July 1, 2011 and ending on June 30, 2012 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; and ensure the delegation is entered into the Accounts Payable system when appropriate.

Approved By:

Signature

Date

Anthony Recine

Name

VZ ID

VP, Pricing & Contract Management

Responsibility Code or Cost Center Code

Delegate's Signature - Lisa M Guignard

Delegate's Signature - Patricia L Myers

Delegate's Signature - Marsha K Harrell

Delegate's Signature - Christopher W McKeown

A R E S P O N S E T O

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

For

RFQ# ISCM0153

**A Request for Proposal to Provide
Cable Telecommunications System
Installation**

May 30, 2012



Presented by:

Sandra K Hawkins (Sandy)
Senior Client Account Manager
Verizon

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

RECEIVED

2012 MAY 30 PM 1: 12

WV PURCHASING
DIVISION

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This document contains information that shall not be disclosed to third parties, without Verizon's consent, and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this document.



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Cover Letter

	<u>DESCRIPTION</u>
1	Verizon Responses & Signature Pages Addendum 1 & 2
2	WV96 – Agreement Addendum Vendor Preference Certificate Verizon System Agreement
3	Bid Cost Sheet
4	Statement of Work
5	Lance Host-Resume Lance Host-Certifications
6	Structured Cabling Experience & References

May 30, 2012

Department of Administration
IS&C - Communications
1900 Kanawha Blvd E
Building 5, 10th Floor
Charleston, WV 25305

Attention: Krista Ferrell

RE: ISCM0153

Dear Ms Ferrell:

Verizon is pleased to submit its proposal for Cable System for DMV locations in response to RFQ #ISCM0153.

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 107.8 million wireless customers. Verizon is a global leader in delivering innovation in communications, information and entertainment, with approximately \$110.9 billion in 2011 annual revenue. Verizon's global presence extends to 75 countries in the Americas, Europe, Asia and the Pacific.

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 20th 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 Account Manager
Authorized Contact
 Verizon
 304-356-3395
sandra.k.hawkins@verizon.com

Services provided by Verizon Network Integration Corp. 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 hereby submits the accompanying documentation and information in response to the State of West Virginia Request for Quotation ICSM0153, for Cable System, due May 30th 2012. Verizon must provide a legal response and contractual documentation in accordance with the applicable State and Federal Regulatory Commissions.



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2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

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***** THIS IS THE END OF RFQ ISCM0153 ***** TOTAL:						\$ 81,943.61

SIGNATURE Marsha K. Harrell TELEPHONE 304-356-3395 DATE 5/29/12
FEE 16-1337624 ADDRESS CHANGES TO BE NOTED ABOVE

Marsha K Harrell
Senior Consultant
Pricing/Contract Management

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

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IMSOC10-1	Pelco - Sarix MiniDome .5 Megapixel Fixed Camera	Each	1		\$0.00
EZDP44S	STI 44+Single Pathway Kit w/ 1 Pathway, Two (2) Mount Plates And Labels	Each	6		\$0.00
EZRMC44S	STI Radius Control Module - One Pair (2) For Use With Series 44+ Pathway	Each	6		\$0.00
					\$0.00
SU1000RTXL2UA	SmartOnline 1kVA Dble-Conversion UPS, Rack/Tower, 100/110/120V NEMA outlets	Each	2		\$0.00
SNMPWEBCARD	For remote monitoring and control via SNMP, Web or Telnet	Each	2		\$0.00
BP24V15RT2U	External Battery Pack for UPS System	Each	2		\$0.00

		Materials price	\$0.00
		Installation Price	
		District 5 HQ and DMV Regional Offices - Total Bid Price	\$0.00
Quoted price per hour for labor outside of original Purchase order. Used for award purpose only.		Hour	40
			\$0.00

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

Patriola L. Myers, Manager, Pricing & Contract Management
Marsha K Harrell, Senior Consultant, Pricing & Contract Management
Lisa M Gulgnard, Director, Pricing & Contract Management; and
Christopher W McKeown, Manager, Pricing

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 Recline, Vice President, Pricing & Contract Management, Blue Ink Stamp Policy*.

This will be effective beginning on July 1, 2011 and ending on June 30, 2012 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; and ensure the delegation is entered into the Accounts Payable system when appropriate.

Approved By:

Signature

Date

Anthony Recline

Name

VZ ID

VP, Pricing & Contract Management

Responsibility Code or Cost Center Code

Lisa M Gulgnard 7/5/11
Delegate's Signature - Lisa M Gulgnard

Patriola L Myers 7/8/11
Delegate's Signature - Patriola L Myers

Marsha K Harrell 7/8/11
Delegate's Signature - Marsha K Harrell

Chris McKeown 7/6/2011
Delegate's Signature - Christopher W McKeown

BID PRICE SHEET

Quoted price per hour for labor outside of original Purchase order. Used for award purpose only.

Hour	40	85.25	\$3,410.00
------	----	-------	------------



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

ISCM0153

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 Av SE
Charleston WV 25304

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
05/23/2012				

BID OPENING DATE:

05/30/2012

BID OPENING TIME

01:30PM

LINE	QUANTITY	UOP	UNIT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 1						
THIS ADDENDUM IS ISSUED TO PROVIDE A COPY OF THE MANDATORY PRE-BID ATTENDEE LIST AND EXTEND THE BID OPENING DATE.						
BID OPENING DATE IS EXTENDED TO: 05/30/2012						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 1 *****						
0001	1	LS		280-75		
CABLE SYSTEM FOR (2) DMV LOCATIONS						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Marsha K. Harrell	TELEPHONE 304 356.3395	DATE 5/23/12
TITLE Marsha K Harrell Senior Consultant Pricing/Contract Management	FEIN 16.1337624	ADDRESS CHANGES TO BE NOTED ABOVE

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

PRE-BID CONFERENCE
SIGN IN SHEET

Request for Quotation Number:

ISCM 0153

Date:

MAY 17 2012

Project Description:

CABLE SYSTEM FOR (2) DMV LOCATIONS

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:	Alpha Technologies
Firm Address:	4001 Outlook Dr Huntsman WV 25826
Representative Attending:	Brad Hall
Phone Number:	304-721-8973
Fax Number:	
Email Address:	bhall@alpha-tech.us

Firm Name:	Mon Valley Technologies
Firm Address:	3564 River Road Morgantown WV 26501
Representative Attending:	Bob Bishop
Phone Number:	304-278-7773 cell 304-278-0746
Fax Number:	304-278-7404
Email Address:	RBishop@MUTECH.US

Firm Name:	Verizon
Firm Address:	827 Fairmont Rd Suite 204 Morgantown, WV 26501
Representative Attending:	Lawrence Host
Phone Number:	304-284-0502 cell 304-904-8900
Fax Number:	304-284-0500
Email Address:	lawrence.host@verizon.com

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

Firm Name:	GRAYBAR
Firm Address:	1010 Young Street Charleston WV 25301
Representative Attending:	Kevin Hipes
Phone Number:	304-344-2371
Fax Number:	304-344-0324
Email Address:	Kevin.hipes@graybar.com

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



State of West Virginia
Department of Administration
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on behalf of Verizon Select Services Inc.
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Charleston, WV 25304

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
05/04/2012				

BID OPENING DATE: 05/24/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		280-75		\$81,943.61
CABLE SYSTEM FOR (2) DMV LOCATIONS						
REQUEST FOR QUOTATION (RFQ) CONSTRUCTION						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIALS FOR (2) DEPARTMENT OF MOTOR VEHICLE LOCATIONS IN PARKERSBURG AND SPENCER, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.						
A MANDATORY PRE-BID WILL BE HELD ON MAY 17, 2012 @ 10 AM AT 115 CHURCH STREET IN SPENCER, WEST VIRGINIA. ALL INTERESTED PARTIES ARE REQUIRED TO 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.						
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 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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
Marsha K. Harrell	304-356-3395	5/22/12

Marsha K Harrell
Senior Consultant
Contract Management

FEIN 16-1337624

ADDRESS CHANGES TO BE NOTED ABOVE

ENDING TO RFQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



State of West Virginia
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Purchasing Division
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TYPE NAME/ADDRESS HERE

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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
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CHARLESTON, WV
25305 304-558-5472

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS		
05/04/2012						
BID OPENING DATE: 05/24/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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.						
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.						
TECHNICAL QUESTIONS CONCERNING THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV.						
DEADLINE FOR ALL TECHNICAL QUESTIONS IS 05/18/2012 AT THE CLOSE OF BUSINESS.						
ALL TECHNICAL QUESTIONS RECEIVED WILL BE ANSWERED BY FORMAL WRITTEN ADDENDUM TO BE ISSUED AFTER THE DEADLINE HAS LAPSED.						
VERBAL COMMUNICATION: 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 AN OFFICIAL WRITTEN ADDENDUM BY PURCHASING IS BINDING.						
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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Marsha K. Harrell	TELEPHONE 304-356-3395	DATE 5/22/12
--------------------------------	---------------------------	-----------------

Marsha K Harrell

Senior Consultant
Contract Management

FEIN

16-1337624

ADDRESS CHANGES TO BE NOTED ABOVE

ENDING TO RFQ. INSERT NAME AND ADDRESS IN SPACE ABOVE Labeled 'VENDOR'



State of West Virginia
Department of Administration
Purchasing Division
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Request for Quotation

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PAGE

3

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
05/04/2012						
BID OPENING DATE: 05/24/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
THE BID. THE STATE BUYER LISTED ABOVE IS THE SOLE CONTACT FOR ANY AND ALL INQUIRIES AFTER THIS RFQ HAS BEEN RELEASED.						
ANY INDIVIDUAL SIGNING THIS BID IS CERTIFYING THAT: (1) HE OR SHE IS AUTHORIZED BY THE BIDDER TO EXECUTE THE BID OR ANY DOCUMENTS RELATED THERE TO ON BEHALF OF THE BIDDER, (2) THAT HE OR SHE IS AUTHORIZED TO BIND THE BIDDER IN A CONTRACTUAL RELATIONSHIP, AND (3) THAT THE BIDDER HAS PROPERLY REGISTERED WITH ANY STATE AGENCIES THAT MAY REQUIRE REGISTRATION.						
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: SEE SECTION 1.3 OF THE ATTACHED SPECIFICATIONS. THE AGENCY WILL ISSUE A WRITTEN NOTICE TO PROCEED TO THE SUCCESSFUL VENDOR.						
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.						
SEE REVERSE SIDE FOR TERMS AND CONDITIONS						
SIGNATURE		TELEPHONE		DATE		
Marsha K. Harrell		304-356-3395		5/22/12		

Marsha K Harrell
Senior Consultant
Contract Management

FEIN 16-1337624

ADDRESS CHANGES TO BE NOTED ABOVE

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4

ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL
304-558-2596

RFQ COPY

VENDOR TYPE NAME/ADDRESS HERE

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

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
05/04/2012				
BID OPENING DATE: 05/24/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)						
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.						
WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.						
ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:						
(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.						
() 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.						
(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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
Marsha K. Harrell	304-356-3395	5/22/12

Marsha K Harrell

Senior Consultant
Contract Management

FEIN 16-1337624

ADDRESS CHANGES TO BE NOTED ABOVE

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State of West Virginia
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ISCM0153

PAGE

5

ADDRESS CORRESPONDENCE TO ATTENTION OF

KRISTA FERRELL
304-558-2596

RFQ COPY

TYPE NAME/ADDRESS HERE

V
E
N
D
O
R
Verizon Business Network Services Inc.
on behalf of Verizon Select Services Inc.
4700 MacCorkle Ave, SE
Charleston, WV 25304

DEPARTMENT OF ADMINISTRATION

S
H
I
P
T
O
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
05/04/2012				
BID OPENING DATE: 05/24/2012		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	QAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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 ACCEPABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.						
() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.						
REV. 11/00						
EXHIBIT 7						
DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS						
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.						
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 I						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Marsha K. Harrell</i>	TELEPHONE 304-356-3395	DATE 5/22/12
------------------------------------	------------------------	--------------

Marsha K Harrell
Senior Consultant
Contract Management

FEIN 16-1337624

ADDRESS CHANGES TO BE NOTED ABOVE

ADDING TO RFQ. INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'



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

SIGNATURE <i>Marsha K. Harrell</i>	TELEPHONE 304-356-3395	DATE 5/22/12
------------------------------------	------------------------	--------------

Marsha K Harrell
Senior Consultant
Contract Management

FEIN 16-1337624

ADDRESS CHANGES TO BE NOTED ABOVE

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05/04/2012				

BID OPENING DATE: 05/24/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
WHICH THE CONTRACT IS ISSUED.						
(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.						
(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.						
REV. 11/96						
EXHIBIT 10						
ADDENDUM ACKNOWLEDGEMENT						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
ADDENDUM NOS.:						
NO. 1	✓
NO. 2	✓
NO. 3

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Marsha K. Harrell</i>	TELEPHONE 304-356-3395	DATE 5/22/10
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Marsha K Harrell
Senior Consultant
Contract Management

FEIN 16-1337624

ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFQ NUMBER

ISCM0153

PAGE

8

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

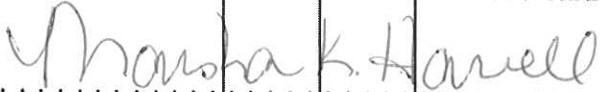

SHIP TO
DEPARTMENT OF ADMINISTRATION
IS&C - COMMUNICATIONS
1900 KANAWHA BLVD. E.
BUILDING 5, 10TH FLOOR
CHARLESTON, WV
25305 304-558-5472

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/04/2012				

BID OPENING DATE:

05/24/2012

BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
	NO. 4				
	NO. 5				
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
					SIGNATURE	
Verizon Business Network Services on behalf of					Verizon Select Services Inc.	
					COMPANY	
					DATE	
REV. 11/96						
CONTRACTORS LICENSE						
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.						
WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Marsha K. Harrell</i>	TELEPHONE 304-356-3395	DATE <i>5/22/12</i>
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TITLE	FEIN 16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE
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Marsha K Harrell
Senior Consultant
Contract Management

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Department of Administration
Purchasing Division
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CHARLESTON, WV
25305 304-558-5472

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS		
05/04/2012						
BID OPENING DATE: 05/24/2012		BID OPENING TIME 01:30PM				
LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.						
BIDDER TO COMPLETE: Verizon Business Network Services on behalf of Verizon Select Services Inc.						
CONTRACTORS NAME:						
CONTRACTORS LICENSE NO.: WV037918						
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT						
APPLICABLE LAW						
THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.						
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.						
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.						
REV. 5/2009						
NOTICE						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE *Marsha K. Harrell* TELEPHONE 304-356-3395 DATE 5/22/12

Marsha K Harrell
Senior Consultant
Contract Management

FEIN 16-1337624

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State of West Virginia
Department of Administration
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on behalf of Verizon Select Services Inc.
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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
05/04/2012				

BID OPENING DATE: 05/24/2012 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	QAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
A SIGNED BID MUST BE SUBMITTED TO: DEPARTMENT OF ADMINISTRATION 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.: ISCM0153 BID OPENING DATE: 05/24/2012 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: Sandy Hawkins -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Marsha K. Harrell TELEPHONE 304-356-3395 DATE 5/24/12

TITLE Marsha K Harrell FEIN 16-1337624 ADDRESS CHANGES TO BE NOTED ABOVE

Senior Consultant
Contract Management

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

VERIZON RESPONSES

Verizon has read, understands and will comply with all specifications of this RFQ to include Addendum 1 & 2, and offers clarification to the following section:

2.4.3 Product Liability

Verizon Response

Product liability or completed operations insurance is included in our commercial general liability policy.

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'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.

In addition, Verizon has included a System Agreement, Vendor Preference Certificate and Agreement Addendum (WV96).

Request for Quotation ISCM0153

The Acquisition and Contract Administration Section of the Purchasing Division is soliciting bids for the Department of Transportation, hereinafter referred to as "DOT", in conjunction with the Office of Technology, hereinafter referred to as "WVOT", to acquire a cable telecommunications distribution system for two (2) DMV locations.

1.0 PURPOSE

The purpose of this RFQ is to seek bids for a complete structured cable telecommunications distribution system for the THE DMV REGIONAL OFFICES LOCATED AT 627 Lubeck Avenue, Parkersburg and 115 Church Street, Spencer WV.

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

1.1 Mandatory Pre-Bid Conference

A Mandatory Pre-Bid Conference will be held on May 17, 2012 at 10:00 am. at the Spencer DMV location at **115 Church Street, Spencer WV 25276.**

There will be a walk-thru of the Spencer DMV location after the pre-bid meeting. The remaining location will be discussed but no scheduled walk-thru is set at this time.

1.2 Incurring Costs

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

1.3 Installation Completion Timeframe

The installation completion time for this RFQ is as follows:

- Parkersburg - DMV Regional Office = 30 standard business days
- Spencer - DMV Regional Office = 30 standard business days

These standard business days include the measuring of the job and the ordering and installation of materials.

1.4 Job Site Parking

There is vendor parking available on site. Equipment may be unloaded in designated loading areas but vehicles will not be allowed to remain there.

1.5 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.

1.6 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 employees or agents of The Vendor. The Vendor's obligation under its warranty is limited to the cost of repair of the warranted item or replacement thereof, at The Vendor's option. Insurance covering said equipment from damage or loss is to be borne by The Vendor until full acceptance of equipment and services.

1.7 Inspection, Acceptance, and Title

Inspection and Acceptance will be at destination and upon successful installation. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Vendor until acceptance by The WVOT, unless loss or damage results from negligence by The WVOT. If the materials or services supplied to The WVOT are found to be defective or do not conform to the specifications, The WVOT reserves the right to cancel the contract upon written notice to The Vendor and return products at The Vendor's expense, based upon the terms of the Contract. The WVOT shall at all times have access to the work wherever it is in preparation or progress, and The Vendor shall provide proper facilities for such access and for inspection. The Vendor shall not close up any work until The WVOT has inspected the work. Should The Vendor close up the work prior to inspection by The WVOT, The Vendor shall uncover the work for inspection by The WVOT at no cost to The WVOT, and then recover the work according to the specification contained herein.

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

1.8 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. The WVOT will not be liable for any costs beyond those proposed herein and awarded.

1.9 Price Stability

Contract prices and discounts shall be fixed.

1.10 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.

1.11 Compliance with Laws and Regulations

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

1.11.1 Federal Communications Commission

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

1.11.2 Codes, Standards, and Ordinances

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

1.12 Safety

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

1.13 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.

2.0 QUALIFICATIONS

2.1 Project Manager

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

2.2 Project Construction Manager

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

2.3 Experience

2.3.1 The selected Vendor must be in the business of the installation of **structured cabling telecommunications distribution systems**.

2.3.2 The Vendor must have a BICSI RCDD® (*Registered Communications Distribution Designer*) with OSP (Outside Plant Specialty) on staff that will be ultimately responsible for this project. The RCDD must have experience in the installation of **outside plant and structured cabling telecommunications distribution systems** the size and scope as the one specified in this project. A list of the **structured cabling telecommunications distribution systems** that includes at minimum fiber connectivity between four buildings in a campus environment with 100 horizontal cabling runs in two separate buildings must be provided to display the ability of the RCDD to oversee this project. Should the RCDD assigned to this project change during the installation, the new RCDD assigned must meet all requirements of the RFQ.

2.3.3 The Vendor must have **CommScope, Siemon and BICSI Registered Installers and Technicians or equal** on staff and assign them to this project. The project shall be staffed at all times by certified Installers and Technicians

2.3.4 The vendor must provide a telecommunications technician with experience cross connecting fiber cabling, analog, and digital systems in a multi-building campus environment. A list of previous projects shall be available upon request.

2.3.5 The vendor must also provide a project clerk for up to 10 hours weekly as deemed necessary by The State and /or The Vendor.

2.4 Liability and Insurance

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

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.

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.

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.

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).

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).

2.5 Special Conditions

This facility is new construction and the vendors employees must cooperate and work along with all other trades that will be on site during installation.

3.0 INSTALLATION GUIDELINES

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

3.1 WORK HOURS

- 3.1.1 Notice of anticipated hours provided to the DOT Contact, General Contractor representative and the Office of Technology Contact.
- 3.1.2 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.
- 3.2 At a minimum, not limited to, design, manufacture, test, and install telecommunications infrastructure cable per manufacturer's requirements and in accordance with NFPA-70 (*National Electrical Code®*), state codes, local codes, requirements of authorities having jurisdiction, and particularly the following standards:
- 3.3 *ANSI/NECA/ Telecommunications Cabling*
 - 3.3.1 *ANSI/TIA/EIA-568-B.1 -- Commercial Building Telecommunications Cabling Standard, Part 1: 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*
- 3.4 Install in accordance with the most recent edition of BICSI® publications: *BICSI -- Telecommunications Distribution Methods Manual*
- 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.

INFRASTRUCTURE CABLE SYSTEM DESCRIPTION

4.0 The use of brand name or equal specifications

ALL COPPER CABLE AS WELL AS ALL TERMINATION AND INSTALLATION MATERIAL USED MUST BE FROM A SINGLE MANUFACTURE

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

4.1 Intelligent Patch Panel and Hardware

4.1.1 DESCRIPTION

The intelligent patch panel manager ties the intelligent patch panels to the infrastructure operations software called a system manager. Each rack with intelligent patch panels is equipped with a control system, an intelligent patch panel manager, which monitors the status of every port in every intelligent patch panel. Connectivity updates are sent to the infrastructure operations software, which contains a continuously updated database of connectivity information.

4.2 CommScope Category 6A Non Plenum Cable Specifications

4.2.1 DESCRIPTION

CommScope ETL Verified Category 6A U/UTP Cable, non-plenum, blue jacket, 4 pair count, 1000ft (305 m) length reel.

5.0 GROUNDING

Cable tray grounding must conform to the *National Electrical Code*® 2005 – article 392.7 Grounding. Grounding must conform to ANSI/TIA/EIA 607(A) – *Commercial Building Grounding and Bonding Requirements for Telecommunications*, *National Electrical Code*®, ANSI/NECA/BICSI-568 and manufacturer's grounding requirements at a minimum.

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

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

6.0 LABELING

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

- 6.1 Labels shall be machine-printed. Hand-lettered labels shall not be acceptable.
- 6.2 Labels shall be affixed to the infrastructure cable at a minimum of every twenty (20) feet.
- 6.3 Labels shall be at least one (1) inch high black lettering on a white background.

7.0 AS – BUILT DRAWINGS

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

8.0 FIRESTOPPING MATERIALS

All firestopping will be accomplished using EZ-PATH Fire Rated Pathway units or equal.

8.1 Quality Assurance

- 1) Fire rated wiring devices shall bear the UL Classification marking.
- 2) Device shall be tested in accordance with ASTM E 814 (ANSI/UL1479).

8.2 Product

A. Wiring devices:

1. Cables passing through fire-rated floors or walls shall pass through fire-rated wiring devices which contain an intumescent insert material that adjusts automatically to cable additions or subtractions.
2. The device (per code requirements) shall include both internal and external firestopping.
3. Cables penetrating through fire-rated floors or walls shall utilize fire-rated pathway devices capable of providing an F rating equal to the rating of the barrier in which the device is installed.
4. The device shall be tested for smoke leakage (L rating) and shall not require the use of any optional sealing materials to achieve the published rating.
5. The device shall utilize a fire and smoke sealing system that automatically adjusts to the addition or removal of cables.
6. Wiring devices shall be capable of allowing a 0 to 100-percent visual fill of cables.
7. Wire devices shall be of a sufficient size to accommodate the quantity and size of electrical wires and data cables required and shall be suitable for use with new or existing cable installations.
8. The installed device (in normal use) shall require no maintenance and shall accommodate future cable changes without mechanical adjustment and/or removal or replacement of protective materials.
9. Wire devices to be provided with steel wall plates allowing for single or multiple devices to be ganged together.
10. The device shall be modular and shall provide mechanical installation options for common wall and floor constructions as well as common construction conditions including over-sized or damaged openings or existing sleeves.

B. Acceptable Manufacturer or Equal:

1. Specified Technologies Inc.
 - a) EZ-PATH Fire Rated Pathway

C: Installation

- 1) Wiring devices shall be installed in locations where required.
- 2) Install the devices in strict accordance with the approved shop drawings and the equipment manufacturer's recommendations.
- 3) Apply the factory supplied gasket material prior to the installation of the wall plates.
- 4) Secure wall plates to devices per the equipment manufacturer's recommendations.

9.0 FIRESTOPPING

9.1 General

- 9.1.1 New and existing raceways, cable trays, and cables for power, data, and communications systems penetrating non-rated and fire-rated floors, walls, and other partitions of building construction shall be firestopped where they penetrate new or existing building construction.
- 9.1.2 Firestopping shall be accomplished by using a combination of materials and devices, including penetrating raceway, cable tray, or cables, required to make up complete firestop.
- 9.1.3 Verify that cabling and other penetrating elements and supporting devices have been completely installed and temporary lines and cables have been removed.

9.2 If required by inspecting authorities:

- 9.2.1 Expose and remove firestopping to the extent directed by inspecting authority to permit his or her inspection.
- 9.2.2 Reinstall new firestopping and restore where removed for inspection.

10.0 SLEEVES

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

11.0 PENETRATIONS OF BUILDING SURFACES

11.1 Fire-resistant Areas

- 11.1.1 Provide through-penetration firestop systems for penetrations through fire-rated walls, floors, and other partitions of building construction as specified in Article, FIRESTOPPING in this Section.
- 11.1.2 In walls or partitions with 2-hour or less fire ratings, provide only metallic outlet or device boxes installed per UL Fire Resistance Directory, NEC, and other national building code requirements.

12.0 FIRESTOP REFERENCES

- The vendor must adhere to the following guidelines:
- ASTM E814, Standard Method of Fire Tests of Through-Penetration Firestops.
- UL 1479, Fire Tests of Through-Penetration Firestops.
- UL Fire Resistance Directory: Through Penetration Firestop Devices (XHCR) and Through Penetration Firestop Systems (XNEZ).
- ASTM E 119, Fire Tests of Building Construction and Materials (for fire-rated architectural barriers).
- 2002 NFPA National Electrical Code, Section 800-52, Paragraph 2(B), *Spread of Fire and Products of Combustion*.
- ANSI/NECA/BICSI-568, Standard for Installing Commercial Building Telecommunications Cabling, Section 5, Clause 5.1 through 5.2.3, *Firestopping*
- 2000 edition of the BICSI Telecommunications Distribution Methods Manual, Chapter 15, *Firestopping*.
- Factory Mutual Approval Guide.
- ULC List of Equipment and Materials, VOL. II.
- Installed firestopping systems shall meet approval of authorities having jurisdiction.

13.0 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.
- 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 to match appearance of adjacent surfaces.
- 13.6 The successful vendor is only responsible for openings in walls that the vendor makes.

14.0 CLEANING

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

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

Infrastructure Structured Cabling Requirements

DMV - PARKERSBURG

Media Requirements

These media types with associated hardware will be used for infrastructure cabling

DMV-PKB-TER-R1

DMV- PARKERSBURG TELECOM EQUIPMENT ROOM

MEDIA	AMOUNT	DESTINATION
Copper Cat 6A	96 CABLE RUNS	Work Areas

Terminating Unit Requirements

These units with associated hardware will be used for infrastructure terminations

DMV-PKB-TER-R1

DMV- PARKERSBURG TELECOM EQUIPMENT ROOM

Copper Termination

COMMSCOPE 360™ iPatch® Panels

TWO iPatch 1100GS6 Evolve U/UTP Patch Panel, 48 port
760152348

DMV - SPENCER

Media Requirements

These media types with associated hardware will be used for infrastructure cabling

DMV-SPN-TER-R1

DMV- SPENCER TELECOM EQUIPMENT ROOM

MEDIA	AMOUNT	DESTINATION
Copper Cat 6A	72 CABLE RUNS	Work Areas

Terminating Unit Requirements

These units with associated hardware will be used for infrastructure terminations

DMV-SPN-TER-R1

DMV- SPENCER TELECOM EQUIPMENT ROOM

Copper Termination

COMMSCOPE 360™ iPatch® Panels

TWO iPatch 1100GS6 Evolve U/UTP Patch Panel, 48 port
760152348

ISCM0153 Price Sheet

PART NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
Parkersburg and Spencer DMV Regional Offices					
ATG 1003-xx	ALLEN TEL 3 FOOT All Colors CAT 6A PATCH CABLE	Each	50		\$0.00
ATG 1005-xx	ALLEN TEL 5 FOOT All Colors CAT 6A PATCH CABLE	Each	100		\$0.00
ATG 1007-xx	ALLEN TEL 7 FOOT All Colors CAT 6A PATCH CABLE	Each	50		\$0.00
ATG 1010-xx	ALLEN TEL 10 FOOT All Colors CAT 6A PATCH CABLE	Each	200		\$0.00
X-30-422	BRADY IDXPRT Labels Size: 1.500" W x 0.750" H Print Area 250	Cart	2		\$0.00
XC-475-422	BRADY IDXPRT GLOSS POLYESTER .475IN X 30 CONT	Cart	1		\$0.00
XC-1000-595-YL-BK	BRADY IDXPRT OUTDOOR VINYL 1.0IN X 30 FT _BK on YL	Cart	1		\$0.00
XC-1000-595-GN-WT	BRADY IDXPRT OUTDOOR VINYL 1.0IN X 30 FT _WT on GN	Cart	1		\$0.00
XC-1000-595-BL-WT	BRADY IDXPRT OUTDOOR VINYL 1.0IN X 30 FT _WT on BL	Cart	1		\$0.00
XSL-115-427	BRADY IDXPRT Labels 1.500" W x .500" H Print Area Self Lam 250	Cart	2		\$0.00
CF54/100EZ	Cablofil - 2" x 4" cable trav - 10' Section	Feet	200		\$0.00
SF100PG	Cablofil - Hangers-Center Hung	Each	40		\$0.00
SWKEZ	Cablofil - Splice Connectors Pack of 50	Each	3		\$0.00
57014-703	Chatsworth Velocity Standard Pack	Pack	2		\$0.00
10250-718	Chatsworth Ladder Tray 18" Section 10'	Feet	2		\$0.00
10595-718	Chatsworth Ladder Tray 18" Top Plate Kit	Each	2		\$0.00
11421-718	Chatsworth Ladder Tray 18" Wall Angle Support Kit	Each	4		\$0.00
13912-703	Chatsworth Vertical Wire Manager	Each	2		\$0.00
760111187	CommScope iPatch System Manager Enterprise 2000	Each	1		\$0.00
760095562	CommScope 360 iPatch Panel Manager	Each	1		\$0.00
760105353	CommScope 360 iPatch Network Manager Module	Each	1		\$0.00
760092452	CommScope GigaSPEED XL MGS600 Series Cat 6A U/UTP Info Outlet, 318-blue	Each	200		\$0.00
760152330	CommScope iPatch 1100GS3 Evolve U/UTP Patch Panel, 48 port	Each	2		\$0.00
107952442	CommScope M104 Type Surface Mount Box, four port ivory	Each	100		\$0.00
108216151	CommScope Faceplate 4-Hole w/blanks Modular Furniture	Each	100		\$0.00
844160410	CommScope 10GN4 ETL Verified Category 6A U/UTP Cable	Each	40		\$0.00
760072942	CommScope 1U SS Horizontal Trough Kit	Each	4		\$0.00
760072959	CommScope 2U SS Horizontal Trough Kit	Each	6		\$0.00
760103796	CommScope M61A-318 BLUE ICON - 100 \ bag	Each	1		\$0.00
RCURN082	GEIST - 102D20ST5-OD Switched Ultra PDU	Each	2		\$0.00
GBI14420TMGBKT	HAGER 1/4" X 4" X 20" TMGB KIT	Each	2		\$0.00
IMSOC10-1	Pelco - Sarix MiniDome .5 Megapixel Fixed Camera	Each	1		\$0.00
EZDP44S	STI 44+Single Pathway Kit w/ 1 Pathway, Two (2) Mount Plates And Labels	Each	6		\$0.00
EZRCM44S	STI Radius Control Module - One Pair (2) For Use With Series 44+ Pathway	Each	6		\$0.00
				Materials Price	\$0.00
				Installation Price	
District 5 HQ and DMV Regional Offices				Total Bid Price	\$0.00
<i>Quoted price per hour for labor provided outside of original Purchase Order. Used for award purpose only.</i>		Hour	40		\$0.00

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Verizon Select Services Inc.,
of 6665 N. Macarthur Blvd, Irving TX 75039, as Principal, and Fidelity and Deposit Company
of Maryland 1400 Americana Lane, Tower 1, a corporation organized and existing under the laws of the State of Maryland
with its principal office in the City of Schaumburg, IL, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligees, in the penal sum of 5% of bid amount (\$ -----5%-----) 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
RFQ #ISCM0153 for complete structured cable telecommunications distribution system for the
DMV Regional Offices located at 627 Lubeck Ave, Parkersburg and 115 Church Street,
Spencer 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 Obligees 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
24th day of May, 20 12.

Principal Corporate Seal

Verizon Select Services Inc.

(Name of Principal)

By

(Must be President or
Vice President)

VP - FAX
(Title)
Fidelity and Deposit Company of Maryland

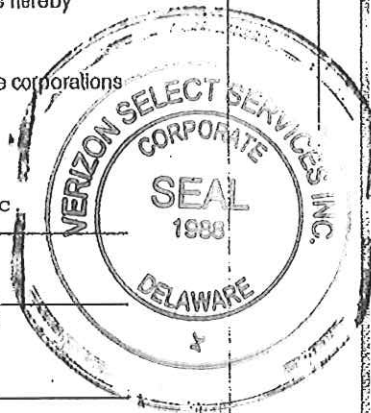
Surety Corporate Seal

(Name of Surety)

Elvia E. Foil
Elvia E. Foil

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
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint Erin M. MARGELIS, Manuel JONES, Elvia E. FOIL, Myrna SMITH and Jeffrey TYLER, all of Washington, District of Columbia, EACH its true and lawful agent and Attorney-in-Fact to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed, ~~any and all bonds and undertakings~~, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md. in their own proper persons. This power of attorney revokes that issued on behalf of Erin M. MARGELIS, Manuel JONES, Patrick BANNON, dated December 22, 2009.

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 18th day of November, A.D. 2011.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND



Gregory E. Murray

By:

Frank E. Martin Jr.

Gregory E. Murray Assistant Secretary

Frank E. Martin Jr.

Vice President

State of Maryland }
City of Baltimore } ss:

On this 18th day of November, A.D. 2011, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came FRANK E. MARTIN JR., Vice President, and GREGORY E. MURRAY, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Maria D. Adamski

Maria D. Adamski

Notary Public

My Commission Expires: July 8, 2015

Agency _____
 REQ.P.O# _____

BID BOND

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

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

NOW THEREFORE,

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

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

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

Principal Corporate Seal

 (Name of Principal)

By _____
 (Must be President or
 Vice President)

 (Title)

Surety Corporate Seal

 (Name of Surety)

 Attorney-in-Fact

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

BID BOND PREPARATION INSTRUCTIONS

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

Bid Bond

(A) WV State Agency
(Stated on Page 1 "Spending Unit")
Request for Quotation Number (upper
right corner of page #1)

(C) Your Company Name

(D) City, Location of your Company

(E) State, Location of your Company

(F) Surety Corporate Name

(G) City, Location of Surety

(H) State, Location of Surety

(I) State of Surety Incorporation

(J) City of Surety Incorporation

(K) Minimum amount of acceptable bid
bond is 5% of total bid. You may state
"5% of bid" or a specific amount on
this line in words.

(L) Amount of bond in figures

(M) Brief Description of scope of work

(N) Day of the month

(O) Month

(P) Year

(Q) Name of Corporation

(R) Raised Corporate Seal of Principal

(S) Signature of President or Vice
President

(T) Title of person signing

(U) Raised Corporate Seal of Surety

(V) Corporate Name of Surety

(W) Signature of Attorney in Fact of the
Surety

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

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

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

(M)

NOW THEREFORE.

(a) If said bid shall be rejected, or

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

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

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

Principal Corporate Seal

(R)

(Q)

(Name of Principal)

By _____, (S)

(Must be President or
Vice President)

(T)

Title

(U)

Surety Corporate Seal

(V)

(Name of Surety)

(W)

Attorney-in-Fact

IMPORTANT – Surety executing bonds must be licensed in West Virginia to
transact surety insurance. Raised Corporate Seals must be affixed and a Power of
Attorney must be attached.



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

STATE OF Mississippi
COUNTY OF Hinds, 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. on behalf of Verizon Select Services Inc.; and, (Company Name)
2. I do hereby attest that Verizon Business Network Services Inc. on behalf of Verizon Select Services Inc. (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.

By: Marsha K. Harrell

Title: Senior Consultant
Pricing/Contract Management

Date: 5/22/12

Taken, subscribed and sworn to before me this 22 day of May 2012

By Commission expires May 28, 2012

(Seal)



Angela F. Cooper
(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.

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

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

Authorized Signature: Monisha K. Harrell Date: 5/22/12

State of Mississippi

County of Hinds, to-wit:

Taken, subscribed, and sworn to before me this 22 day of May, 2012.

My Commission expires 08 February, 2013.

AFFIX SEAL HERE



NOTARY PUBLIC

Chrissa L. Staton

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 provision 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** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.
7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses 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. **FEES OR COSTS** - 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 deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.
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: behalf of Verizon Select Services Inc.

Signed: Marsha K. Harrell

Title: Marsha K Harrell
Senior Consultant
Contract Management

Date: 5/22/12

State of West Virginia

VENDOR PREFERENCE CERTIFICATE

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

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

☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,

☒ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,

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

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

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

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

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

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

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

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

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

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

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

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

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

Verizon Business Network Services Inc

Bidder: On behalf of Verizon Select Services Inc

Signed:

Marsha K. Harrell

Date:

5/22/12

Title:

Marsha K Harrell
Senior Consultant
Contract Management

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

This System Agreement ("Agreement"), effective as of the _____ day of _____, 2012, is made by and between

A. Verizon Entity Name ("Verizon"): Verizon Business Network Services Inc. on behalf of Verizon Select Services Inc. and Verizon Network Integration Corp.	B. Customer Name ("Customer") State of WV
Address: 4700 MacCorkle Av SE	Address: 1900 Kanawha Blvd E
City: Charleston State: WV Zip Code: 25304	City: Charleston State: WV Zip Code: 25305
Contact Name and Phone Number: Sandy Hawkins 356-3395	Customer Billing Address (if different):
Quote Number (if applicable)	City: State: Zip Code:
	Contact Name and Phone Number: Krista Ferrell 558-2596

C. Select all applicable options: <input type="checkbox"/> New System/Service Sale <input type="checkbox"/> Adds/Upgrade to Existing System <input checked="" type="checkbox"/> Installation Services <input type="checkbox"/> International Purchase and Sale (Drop Ship) VERIZON MAINTENANCE SERVICES <input type="checkbox"/> IP PBX Supplemental <input type="checkbox"/> Optical LAN Solutions <input type="checkbox"/> 8x5 Switch & Phones <input type="checkbox"/> 8x5 Switch & Proprietary Phones <input type="checkbox"/> 8x5 Switch Only <input type="checkbox"/> 8x5 Ancillary/Auxiliary Equipment <input type="checkbox"/> 8x5 Nortel Norstar <input type="checkbox"/> 8x5 NEC Electra Elite <input type="checkbox"/> 8x5 Business Communication Manager <input type="checkbox"/> 8x5 Centrex CPE <input type="checkbox"/> 24x7 Switch & Proprietary Phones <input type="checkbox"/> 24x7 Switch Only <input type="checkbox"/> 24x7 Ancillary/Auxiliary Equipment <input type="checkbox"/> 24x7 Nortel Norstar <input type="checkbox"/> 24x7 NEC Electra Elite <input type="checkbox"/> 24x7 Business Communication Manager <input type="checkbox"/> 24x7 Voice Service Plus <input type="checkbox"/> 24x7 Centrex CPE	Verizon Maintenance Services Cont'd. <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 Third Party Maintenance Services - 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). <input type="checkbox"/> Nortel Extended Service <input type="checkbox"/> Cisco SMARTnet <input type="checkbox"/> Other:
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System Agreement

Routing Code: 5CPE

D. Payment Options:

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

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

Equipment and/or Installation Price	\$ 81,943.61
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	\$ 81,943.61

F. Maintenance Service Billing Option:

- ☐ Pre-paid Billing: _____ years \$ _____ (Annual Rate)
☐ Deferred Billing (deferred until warranty expiration):
 _____ years \$ _____ (Year 1) \$ _____ (Year 2) \$ _____ (Year 3) \$ _____ (Year 4) \$ _____ (Year 5)

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

G. Attachments

- ☐ Avaya Equipment, Maintenance and Professional Services Exhibit
 Installation Services
☐ International Purchase and Sale 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



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).

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:

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, (iii) a restocking fee of 25% of the price for unopened items or a 35% restocking fee for opened items, as shown on the applicable quote, for any System elements cancelled or returned provided such cancel or return is permitted by the manufacturer of the System element, and as authorized by Verizon.

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.** Risk of loss or damage to a System passes to Customer upon the earlier of i) delivery of the System to the Customer Site (including portions thereof), and ii) when Customer takes shipping responsibility.

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.

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/servicedescriptions 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.

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.

13.1 System Indemnity. Verizon is not the manufacturer of the CPE or the owner of any third party software provided for use with the CPE, which CPE and software comprising the System are provided hereunder pursuant to the standard terms and conditions of the respective third party manufacturer and/or owner(s) thereof. Except for such manufacturers' or owners' indemnities applicable to the CPE and/or software that Verizon is authorized to pass through for the benefit of Customer, which such indemnities Verizon hereby agrees to pass through to Customer, the CPE, including software used therewith, is provided to Customer on an AS IS basis, without any express or implied warranties of any type, and without any obligation to defend or indemnify for any infringement.

13.2 Verizon CPE Service Indemnity. Except as provided below, Verizon will defend Customer against any claim, suit, action or proceeding alleging that the purchase or use by Customer of any Verizon CPE Service infringes a valid U.S. patent or copyright ("Services 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 Services Claim.

13.2.1 If the use of any Verizon CPE Service is enjoined or subject to a Services Claim, Verizon may, at its option and expense, either procure for Customer the right to continue to use the affected Verizon CPE Service, replace the affected Verizon CPE Service with substantially equivalent, non-infringing service, or modify the affected Verizon CPE Service so that it becomes non-infringing. In the event that none of the foregoing options is commercially reasonable, Verizon may terminate the Verizon CPE Service.

13.2.2 Verizon shall have no obligation to defend, indemnify or hold harmless Customer for any Services Claim or portion thereof that arises from (i) any negligent or willful act or omission by or attributable to Customer; (ii) any combination, use or operation of any Verizon CPE Service with equipment or services provided by Customer or any third party; (iii) any addition to or modification of the Verizon CPE Service by Customer, any third party or Verizon at Customer's request; (iv) use of other than the then current unaltered release of any Verizon-provided software used in the Verizon CPE Service provided Verizon has made such release available to Customer; (v) any equipment, system, product, process, method or service of Customer which otherwise infringed any U.S. patent or copyright asserted against Customer prior to the supply of the Verizon CPE Service to Customer hereunder; (vi) functionality provided by Verizon at the direction of Customer, its agents, employees, or other contractors (including the provision of functionality in accordance with technical specifications provided by Customer); or (vii) use or operation, by Customer, its agents, employees or other contractors, of Verizon CPE Service other than as specified in this Agreement.

13.3 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, including the manufacturers' or owners' indemnities applicable to the CPE and software that Verizon is authorized to pass through for the benefit of Customer, if any, and Verizon disclaims all other warranties and obligations with respect thereto.

13.4 Without prejudice to Customer's rights to assert third-party responsibility therefore, and without prejudice to Verizon's



rights and remedies under applicable laws, rules, regulations or orders, including but not limited to, its rights to impleader, as between Verizon and Customer, Verizon shall not be responsible under this Agreement for damages, costs and attorneys fees, and any obligation on the part of Verizon to defend and indemnify shall not apply to, any Claim or portion arising out of (a) Customer's use of the System or CPE Services other than as may expressly be indemnified by Verizon pursuant to Sections 13.1 and/or 13.2 of these CPE Services and System Terms, or (b) the content of communications transmitted by or on behalf of Customer in the use of the System or CPE Services, including but not limited to libel, slander, and invasion of privacy.

13.5 Verizon (the "indemnitor") will defend, indemnify, and hold harmless Customer (the "indemnatee") against all claims and liabilities for direct damages imposed on the indemnatee 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 Verizon, its agents or employees in the course of performance under this Agreement.

13.6 The defense and indemnification obligations set forth in this Section are contingent upon (1) the indemnatee providing the indemnitor prompt, written, and reasonable notice of the claims, demands, and/or causes of action subject to indemnification, (2) the indemnatee granting the indemnitor the right to control the defense of the same, and (3) the indemnatee's full cooperation with the indemnitor in defense of the claim, including providing information and assistance in defending the claim. Nothing herein, however, will restrict the indemnatee 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 indemnatee that includes obligations to be performed by the indemnatee (other than payment of money that will be fully paid by the indemnitor under Sections 13.1 – 13.3 and 13.5 above) without indemnatee'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, 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.

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) 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 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.
and Verizon Network Integration Corp.

Customer: State of WV

By:

Print Name:

Title:

Date:

Marsha K. Harrell

Marsha K Harrell

Senior Consultant

Pricing/Contract Management

5/22/12

By:

Print Name:

Title:

Date:



Blank



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

Marsha K Harrell, Senior Consultant, Pricing & Contract Management

Lisa M Guignard, Director, Pricing & Contract Management

Christopher W McKeown, Manager, Pricing

); and

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 July 1, 2011 and ending on June 30, 2012 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; and ensure the delegation is entered into the Accounts Payable system when appropriate.

Approved By:

Signature

Date

Anthony Recine

Name

VZ-ID

VP, Pricing & Contract Management

Responsibility Code or Cost Center Code

Delegate's Signature - Lisa M Guignard

Delegate's Signature - Patricia L Myers

Delegate's Signature - Marsha K Harrell

Delegate's Signature - Christopher W McKeown

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

Customer: State of West Virginia	Quote: 1-JOGERR
Contract ID: N/A ISCM 0153	Date: 5/21/2012

Verizon Business Network Services Inc., on
behalf of Verizon Select Services Inc.
One Verizon Way
Basking Ridge, N.J. 07920

By: Marsha K. Harrell
Name: Marsha K Harrell
Title: V Senior Consultant
Date: 5/22/12 Contract Management

CUSTOMER'S LEGAL NAME:

State of West Virginia
Address

Department of Administration
1900 Kanawha Blvd East
Building 5, 10th Floor
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 _____, 20____.

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 the installation of Cat-6 and fiber optic cable and associated support structure as described in State of WV RFQ# ISCM00153.

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:

The structured cabling installed will be documented and delivered to the customer in the form of an As-built Drawing

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:
 - Cost associated with the right-of-way, permits and leasing
 - Easements for placing buried conduit
 - Permission from the building owner to excavate the on the property if required
 - Customer is to provide prompt access to the facilities as required completing the installation(s).

4. 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.

5. 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.

6. 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 7:00 a.m. to 3:00 p.m. local time, 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
Excluded from this proposal:
- State and Local Sales Tax (if applicable)
 - Any cost associated with the repair of underground conduits along the route (if applicable)



827 Fairmont Road
Morgantown, West Virginia 26505

Phone: (304) 284-0502
Cell: (304) 904-8900
FAX: (304) 284-0500
Email: lawrence.host@verizon.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)

Lawrence Host

**Certifications/
Training**

BICSI Certified

Registered Communications Distribution Designer (RCDD)
Outside Plant Specialist, (RCDD/OSP)
Registered Telecommunications Project Manager (RTPMi)

ITIL

ITIL v3 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

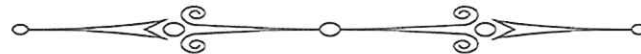
Other

Auto CAD
Proficient in Microsoft Office Suite software

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.

Brian Hansen

President, BICSI

John D. Cline Sr.

Executive Director, BICSI

Issued
1/1/2011

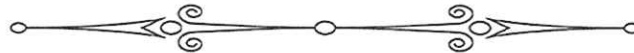
Expires
12/31/2013



The professional designation of

RCDD®

REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER



Is awarded to

Lawrence Host

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

Brian Hansen

President, BICSI

John D. Chase

BICSI Executive Director & Chief Executive Officer

Issued
1/1/2011

12/31/2013



Certificate of Completion

Presented by The Siemon Company

This certifies that

Lawrence W. Host

of

Verizon Communications

has satisfactorily completed the online recertification course to maintain the status of a Siemon Cabling System Authorized Designer/Installer.

This course is recognized for two BICSI CECs.

Registration # : 03061910-J-FL

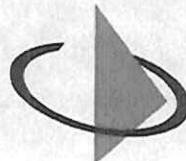
Original Approval: June 19, 2003

Current Certificate: November 13, 2011

Date of Expiration: November 13, 2013



on behalf of The Siemon Company



SIEMON™
CABLING SYSTEM

IS-831-15 Rev. A

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

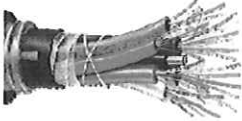
SYSTIMAX® Structured Connectivity Solutions


James Donovan
Approval

24th May 2010
Date Issued

U489933US113
Certificate Number





STRUCTURED CABLING EXPERIENCE AND REFERENCES

Verizon Business appreciates the opportunity to present our strengths in structured cabling services, to include outside plant fiber, inside plant voice, data and multi-media as well as multi-pair copper. Verizon's proposal is a comprehensive solution which meets the advertised requirements of the RFQ ISCM0153 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 West Virginia DOT locations in Parkersburg, WV and Spencer, WV.

BENEFITS OF THE VERIZON OFFERING:

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

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, Siemon 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. 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, Siemon 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.

Telecommunications Technician. Verizon maintains regional on-staff technicians and subcontracting companies who are qualified and experience Telephony System installers to perform quality installations. These technicians are experience and qualified to install key systems, PBX systems, VoIP systems and Hybrid systems. Additionally, our technical staff has extensive experience in the areas of trouble-shooting, tracing, recovery, removal and repair of multi-building campus environments. These systems include, but are not limited to, Cisco, Nortel, Avaya, NEC, Toshiba, Meridian and Alcatel Lucent.

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

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

COMPLETED PROJECTS INCLUDE:

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.

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