

verizonbusiness

A PROPOSAL TO

STATE OF WEST VIRGINIA

For

ISCH0262

July 10, 2008



RECEIVED

08 JUL 10 AM 11:51

PURCHASING DIVISION
STATE OF WV

PRESENTED BY:

Sandra K. Hawkins
Client Account Manager
304-344-6700
304-552-0920
sandra.k.hawkins@verizonbusiness.com



Sandra K. Hawkins
Client Account Manager
1410 MacCorkle Avenue, SE
Charleston, WV 25314

July 10, 2008

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

Attention: Krista Ferrell

RFQ SUBJECT: Fiber Optic Cabling for 3 Buildings

RFQ #: ISCH0262

Dear Ms Ferrell:

Verizon Business is pleased to submit its proposal to provide fiber optic cabling for 3 buildings to the State of West Virginia.

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

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

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

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



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

Sincerely,

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

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

Verizon Business Network Services, Inc. on behalf of Verizon Select Services Inc. ("Verizon") offers this Request for Quotation (RFQ) response in accordance with the terms and conditions therein. In addition and in compliance with the WV Purchasing Division's Policies and Procedures Handbook, Section 7.2.7, Verizon also submits additional terms and conditions reflected in Verizon's standard System Agreement, which is incorporated into Verizon's response. In addition, software provided is licensed to Customer under the license provided by the software publisher or by the equipment manufacturer with which the software is provided. Customer shall, if required, execute a separate software license agreement in a form satisfactory to the software publisher or equipment manufacturer.



State of West Virginia
 Department of Administration
 Purchasing Division
 2018 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

Request for Quotation

RFQ NUMBER
ISCH0262

PAGE
1

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.
 1410 MacCorkle Avenue, SE
 Charleston, WV 25314

SHIP TO

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

DATE PRINTED 07/09/2008	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
BID OPENING DATE: 07/10/2008		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	UOP	CAT. NO.	ITEMNUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
THIS ADDENDUM IS ISSUED TO CANCEL ADDENDUM NO. 1 IN ITS ENTIRETY.						
BID OPENING DATE REMAINS: 07/10/2008						
BID OPENING TIME REMAINS: 1:30 PM						
***** END ADDENDUM NO. 2 *****						
0001	1	LS		285-10		
FIBER OPTIC CABLING FOR 3 BUILDINGS						
***** THIS IS THE END OF RFQ ISCH0262 *****						<u>136,123.14</u>

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



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

Request for Quotation

RFP NUMBER	ISCH0262
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ADDRESS CORRESPONDENCE TO ATTENTION OF	KRISTA FERRELL 304-558-2596
--	--------------------------------

RFQ COPY

VENDOR RESPONSE

Verizon Business Network Services
 Inc. on behalf of Verizon Select
 Services Inc.
 1410 MacCorkle Avenue, SE
 Charleston, WV 25314

SHIP TO

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
07/07/2008				
BID OPENING DATE: 07/10/2008		BID OPENING TIME: 01:30PM		

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				THIS ADDENDUM IS ISSUED TO ANSWER ALL TECHNICAL QUESTIONS SUBMITTED PRIOR TO THE 07/03/2008 DEADLINE.		
				BID OPENING DATE REMAINS: 07/10/2008		
				BID OPENING TIME REMAINS: 1:30 PM		
				***** END ADDENDUM NO. 1 *****		
0001	1	LS		285-10		
				FIBER OPTIC CABLING FOR 3 BUILDINGS		
				***** THIS IS THE END OF RFQ ISCH0262 *****		
				TOTAL		\$ 136,123.14

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	<i>Suleiman Hessami</i>	TELEPHONE	304-344-6700	DATE	7/08/08
TITLE	Suleiman Hessami VP Pricing/Contract Management		16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE	

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

ISCH0262
Addendum No. 1
Answers to Technical Questions

- 1.) During the original pre-bid meeting and walk thru, the request was made to all vendors present that it was the vendor's responsibility to Demo and remove all of the old cabling and equipment, yet this was not specified within the body of the RFQ. Is this going to be a requirement of the successful vendor, and if so, shouldn't it be within the body of the RFQ? Is the successful vendor responsible for disposing of the demoed materials? Do you want a single line item quote or as part of the labor?

Answer: While it was not in the pre-bid, a pre-bid is also a time to address or correct and confirm item or actions missing withing the RFQ for both the potential vendors and State of WV. All of the "old" cabling will be the responsibility of the winning vendor to remove and dispose of properly. The vendor will be responsible for the removal and proper disposal of the replaced existing cable as per (including but not limited to) NEC Code 2002 paragraphs 800.2, 800.52(B), 800.52(1), and 770.2

- 2.) In the body of the RFQ it states that all cable runs will be labeled every 20 feet with a 1" high text black on white label. This increases the labor required, due to the increase in time and attention that is needed to perform this request. Is this a truly necessary request?

Answer: Yes it is necessary. Since these runs will be long and above an enclosed ceiling, it's important to mark them for ease of identity. This installation should be done within the intent and spirit of BICSI Standards. This installation must be completed to the ANSI/TIA/EIA standards (including but not limited to) 568-B.1-2001, 568-B.1-1-2001, 568-B.1-2-2003, 568-B.1-3-2003, 568-B.1-4-2003, 568-B.1-5-2004, AND 606-A-2002. References may have been or will be updated during the life of this contract and must be adhered to be the successful vendor.

- 3.) Since this is the second time this RFQ has been issued, and there is no perceived change in the body of the RFQ? Why is it being Re bid? Why is there not another pre bid meeting? If there is no pre bid meeting, then shouldn't only those who were at the original pre bid be allowed to answer this RFQ?

Answer: The first attempt at the bid no vendor met the specifications. Another pre-bid meeting is not warranted because the bid and equipment is the same. The bids received on the original RFQ were disqualified due to errors in submission not due to materials or to the scope of the project thus a new pre-bid would be unnecessary. State Purchasing rules and laws govern submission of bids.

4.) Did an RCDD design and write the specs for this RFQ?

Answer: No



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

*611101629 304-344-6700

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Verizon Business Network Services
 Inc. on behalf of Verizon Network
 Integration Corp.
 1410 MacCorkle Avenue, SE
 Charleston, WV 25314

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

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
06/25/2008				

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		285-10		
<p>FIBER OPTIC CABLING FOR 3 BUILDINGS</p> <p>REQUEST FOR QUOTATION</p> <p>THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS REQUESTING QUOTATIONS FOR THE PROCUREMENT OF COMMSCOPE SYSTMIX OR EQUIVALENT FIBER OPTIC CABLE, INCLUDING, INSTALLATION, TESTING, AND ACCEPTANCE. 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 PER THE ATTACHED SPECIFICATIONS.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN IN THE BODY OF THIS RFQ, VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. TECHNICAL QUESTIONS INCLUDE, BUT ARE NOT LIMITED TO, SCOPE OF WORK, CLARIFICATIONS TO THE SPECIFICATIONS, LABOR, MATERIALS, ETC. DEADLINE FOR ALL TECHNICAL QUESTIONS IS JULY 3, 2008 BY THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THIS DEADLINE.</p> <p>QUESTIONS CONCERNING THE PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Suleiman Kheerani</i>	TELEPHONE 3043446700	DATE 7/08/08
TITLE VP Pcm	FEIN 16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia
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Request for Quotation

RFQ NUMBER
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PAGE
2

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

*611101629 304-344-6700

VENDOR

Verizon Business Network Services
 Inc. on behalf of Verizon Select
 Services Inc.
 1410 MacCorkle Avenue, SE
 Charleston, WV 25314

SHIP TO

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<p>CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p> <p>EXHIBIT 5</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED WITHIN 45 CALENDAR DAYS AFTER THE NOTICE TO PROCEED IS RECEIVED. THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY WILL ISSUE A WRITTEN NOTICE TO PROCEED TO THE SUCCESSFUL VENDOR.</p> <p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p>						

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Verizon Business Network Services
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				<p>(XX) INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. SEE SPECIFICATIONS FOR INSURANCE REQUIREMENTS.</p> <p>() BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p> <p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL B SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN TH STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A PERFORMANCE AND LABOR & MATERIAL BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p>		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Suleiman Hazzani</i>	TELEPHONE <i>304-344-6700</i>	DATE <i>7/08/08</i>
TITLE <i>VP PCM</i>	FEIN <i>16-1337624</i>	ADDRESS CHANGES TO BE NOTED ABOVE

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Request for Quotation

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

*611101629 304-344-6700

VENDOR

Verizon Business Network Services
 Inc. on behalf of Verizon Select
 Services Inc.
 1410 MacCorkle Avenue, SE
 Charleston, WV 25314

SHIP TO

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

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE PRODUCTS. IF THE DOMESTIC ALUMINUM, GLASS OR STEEL PRODUCTS TO BE SUPPLIED OR PRODUCED IN A "SUBSTANTIAL LABOR SURPLUS AREA", AS DEFINED BY THE UNITED STATES 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Suleiman Durani</i>	TELEPHONE 3043446700	DATE 7/08/08
TITLE VP Pcm	FEIN 16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE

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**KRISTA FERRELL
 304-558-2596**

*611101629 304-344-6700

VENDOR

Verizon Business Network Services
 Inc. on behalf of Verizon Select
 Services Inc.
 1410 MacCorkle Avenue, SE
 Charleston, WV 25314

SHIP TO

DEPARTMENT OF ADMINISTRATION
 GENERAL SERVICES
 BUILDING 1 ROOM MB60
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 25305-0123 304-558-2317

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LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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				
	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.						
<i>Suleiman Alkhami</i> Verizon Business Network Services Inc. on behalf of Verizon Select Services Inc.			 SIGNATURE COMPANY		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Suleiman Alkhami</i>	TELEPHONE 3043446700	DATE 7/08/08	
TITLE VP PCM	FEIN 16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p><i>Suliman Khazani... 7/08/08</i> DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME: <i>Verizon Select Services Inc</i></p> <p>CONTRACTORS LICENSE NO.: <i>WV037918</i></p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Suliman Khazani</i>	TELEPHONE <i>304.344.6700</i>	DATE <i>7/08/08</i>
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CHARLESTON, WV
25305-0123 304-558-2317

DATE PRINTED 06/25/2008	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **07/10/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="padding-left: 40px;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>REQ. NO.: ISCH0262</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Suleman Haxani</i>	TELEPHONE <i>304-344-6700</i>	DATE <i>7/08/08</i>
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TITLE <i>VP Pcm</i>	FEIN <i>16-1337624</i>	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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

Request for Quotation

RFQ NUMBER
ISCH0262

PAGE
9

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

***611101629 304-344-6700**

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Verizon Business Network Services
 Inc. on behalf of Verizon Select
 Services Inc.
 1410 MacCorkle Avenue, SE
 Charleston, WV 25314

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

DATE PRINTED 06/25/2008	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **07/10/2008** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
BID OPENING DATE: 07/10/2008 BID OPENING TIME: 1:30 PM PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: <u>304 341 1464</u> PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: <u>Sandra K. Hawkins</u> ***** THIS IS THE END OF RFQ ISCH0262 ***** TOTAL: <u>\$136,123.14</u>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Sulman Hawani</i>	TELEPHONE 304.344.6700	DATE 7/08/08
TITLE VP PCM	FEIN 16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE

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

AGREEMENT ADDENDUM

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

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

ACCEPTED BY:
STATE OF WEST VIRGINIA _____

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR Verizon Business Network Services
Inc. on behalf of Verizon Select
Services Inc.

Company Name: _____

Signed: Suleiman Hessami

Title: _____ Suleiman Hessami
VP Pricing/Contract Management

Date: 07/08/08

RFQ No. ISCH0262STATE 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.

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

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

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

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

Authorized Signature: Suliman Khazami Date: 7/08/08

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.

A. Application is made for 2.5% 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;

X

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.

B. Application is made for 2.5% 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;

X

or

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.

Bidder understands if the Secretary of Tax & 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) rescind the contract or purchase order issued; 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 Tax & Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

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

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

Signed: Suleiman Hoorani

Date: 7/08/08

Title: VP-PCM

*Check any combination of preference consideration(s) in either "A" or "B", or both "A" and "B" which you are entitled to receive. You may request up to the maximum of 5% preference for both "A" and "B".

System Agreement

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

A. Verizon Entity Name ("Verizon"): Verizon Business Network Services Inc. on behalf of Verizon Select Services Inc.	B. Customer Name ("Customer") State of West Virginia-Department of Administration General Services
Address: 1410 MacCorkle Avenue, SE	Address: Building 1, Room MB60, 1900 Kanawha Blvd, East
City: Charleston State: WV Zip Code: 25314	City: Charleston State: WV Zip Code: 25305-0123
Contact Name and Phone Number: Sandra K. Hawkins, 304-344-6700	Customer Billing Address (if different):
Quote Number (if applicable) ____	City: State: Zip Code:
	Contact Name and Phone Number: Krista Ferrell, 304-558-2596

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

Verizon Maintenance Services Cont'd.

Third Party Maintenance Services - 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).

- Nortel Extended Service
- Cisco SMARTnet
- Other: _____

D. Payment Options:

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

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

Equipment Price	\$ <u>136,123.14</u>
Professional Services Price	\$ _____
Maintenance Service	
Voice Maintenance Service for _____ Year(s)	\$ _____
Managed Network Solutions Service for _____ Year(s)	\$ _____
Third Party Maintenance Service for _____ Year(s)	\$ _____
Supplemental Warranty Coverage	\$ _____
Applicable taxes (estimated)	\$ _____
TOTAL PRICE	\$ <u>136,123.14</u>
Down Payment	\$ _____
Balance Due	\$ _____

Customer Initials

System Agreement

F. Maintenance Service Billing Option:

Pre-paid Billing: _____ years \$ _____

(Annual Rate)

Deferred Billing (deferred until warranty expiration):

_____ years

\$ _____
(Year 1)

\$ _____
(Year 2)

\$ _____
(Year 3)

\$ _____ \$ _____
(Year 4) (Year 5)

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

G. Attachments

- Avaya Equipment, Maintenance and Professional Services Exhibit
- Call Center Software, Support and Professional Services Exhibit
- Cisco Technology Migration Program Supplement
- Cisco Try and Buy Program Supplement
- Equipment Sales and Installation Exhibit
- E-Rate Funding Related Terms and Conditions
- Managed Network Solutions Exhibit
- PBX Mobile Extension
- Professional Services Exhibit
- Quote
- Service Plan Description(s)
- Statement of Work
- Statement of Work (Avaya)
- Voice Maintenance Exhibit

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

Customer Initials



System Agreement

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

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

1.2 For Maintenance Services: Verizon will provide the maintenance services as set forth in the applicable quote and the Call Center Software, Support and Professional Services Exhibit, the Maintenance Services Exhibit and/or the Managed Network Solutions Exhibit. This does not apply to maintenance services provided by a third party.

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

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

2. Fees and Payment.

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

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

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

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

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



System Agreement

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

3.2.1. for all equipment and services provided up to the date of termination or cancellation, as applicable;

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

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

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

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

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

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

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

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

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

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.



System Agreement

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



System Agreement

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

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

EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS SET OUT IN SECTION 13, VERIZON'S ENTIRE LIABILITY FOR ANY OTHER DAMAGE WHICH MAY ARISE HEREUNDER, FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING VERIZON'S NEGLIGENCE, OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE PURCHASE PRICE OF THE SPECIFIC EQUIPMENT, SOFTWARE OR SERVICES GIVING RISE TO THE CLAIM. VERIZON SHALL BEAR NO LIABILITY FOR USE OF EQUIPMENT, SOFTWARE OR SERVICES PROVIDED UNDER THIS AGREEMENT IN CONNECTION WITH LIFE SUPPORT SYSTEMS OR DEVICES OR PUBLIC SAFETY SYSTEMS. EXCEPT AS EXPRESSLY STATED OTHERWISE HEREIN, VERIZON SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR INTEROPERABILITY OR COMPATIBILITY OF THE SYSTEM WITH THIRD-PARTY PRODUCTS OR SYSTEMS THAT CUSTOMER MAY UTILIZE IN CONJUNCTION WITH THE SYSTEM OR TO WHICH CUSTOMER MAY CONNECT THE SYSTEM.

13. Indemnification and Defense.

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

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

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



System Agreement

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

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

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

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

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

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

14.1 Nothing in this Agreement shall prevent either party from using or disclosing any Confidential Information



System Agreement

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.



System Agreement

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@verioznbusiness.com) with a copy to Verizon Business Services, 22001 Loudoun County Parkway, Ashburn, VA 20147, Attn: Vice President, Legal, and if to Customer to the address specified on the cover sheet. Such address may be changed by either party by notice sent in accordance with this Section.



System Agreement

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

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

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

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

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

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

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

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

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

Customer: _____

By: Suleiman Hessami
Print Name: Suleiman Hessami
Title: VP-PCM
Date: 7/08/08

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





STATEMENT OF WORK

Customer: State of WV (IS&C)	Quote: 1-A1RAX
Contract ID: N/A	Date: 7-3-08

This Statement of Work ("SOW") is by and between **Verizon Select Services Inc** ("Verizon") and **State of West Virginia (IS&C)** ("Customer") as of the date last written below ("Effective Date") and is governed by the terms and made a part of the **Contract (ISCH0262) and the System Agreement ("Agreement")** between Verizon and Customer.

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

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

1. Project Scope

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

- Verizon performs installations between the hours of 8:00 a.m. and 5:00 p.m. local time (7:30 a.m. and 4:15 p.m. in Hawaii), Monday through Friday, excluding Verizon observed and Federal holidays. Off-hours are defined as anything other than those hours. This project **does not** require off-hour work.
- Customer personnel assigned to this project will have the skills necessary to assist Verizon in this project.
- Additional Assumptions
-As the location and condition of the existing conduit and hand-hole / manholes are unknown, this proposal assumes that all conduit between the building at to be pre-existing and in usable condition without any required repair or alteration.

1.2. Verizon Responsibilities

- Provide a Single Point of Contact (SPOC) to manage and participate in the kickoff discussion, schedule coordination, and acceptance testing.
- Contact Customer prior to installation in order to confirm site readiness and schedule equipment delivery.
- Verify system power-up, operation of network interfaces and run internal diagnostics.
- Conduct Customer Acceptance Testing in accordance with the Acceptance Test Plan as defined per the manufacture's turn up documentation
- Document network equipment configuration, as per pre-sale negotiations, and provide a written copy to Customer.
- Additional Responsibilities
See attached Install Bid Price Sheet for Verizon itemized pricing

1.3. Customer Responsibilities

- Provide a Single Point of Contact (SPOC) to resolve implementation issues and to participate in the kickoff discussion, schedule coordination, and acceptance testing. Customer shall provide the name and contact information of such individual to Verizon in writing.
- Provide at least one analog (voice) telephone line near the new hardware (<15ft), for use during installation.
- Assume responsibility for hardware, software and memory compatibility issues related to existing equipment.



STATEMENT OF WORK

- Prior to installation, perform back up of any involved device, including drivers, applications, and operating systems as required
- Be responsible for providing licensed copies of operating system and applications software should they need to be re-installed during the installation, as applicable. Customer is responsible for installation or re-installation of any software not provided by Verizon on this project.
- Control all activities associated with the existing customer equipment, including changes, additions or deletions of devices made by any non-Verizon provided technicians.
- Provide prompt physical and electronic access to all areas/devices where Verizon will install equipment. NOTE: Wait time in excess of 30 minutes may result in a time and material charge.
- Additional Responsibilities
- N/A

1.4. Change Order Request

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

1.5. Acceptance Testing

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

AGREED AND ACCEPTED:

Customer

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

By: _____

By: Suleiman Hessami

Name: _____

Name: Suleiman Hessami

Title: _____

Title: Vice President

Date: _____

Date: 7/08/08

STATEMENT OF WORK

Exhibit A

List of Identified Project Work Sites

Company Name	Contact	Address	Phone/ Fax	Site Type
State of WV (IS&C)	Richard Wickert	Capitol Complex, Bldg 1 Room MB60 Charleston, WV	304-552- 5472	Main Site



STATEMENT OF WORK

Exhibit B

Certificate of Acceptance

Certificate of Delivery and Installation of Verizon's Services

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

Site Name	Acceptance Date	Customer Representative Title



Line items that do not belong to a site:

Maintenance Payment Option:
Maintenance Term:

State of WV (IS&C)
1900 KANAWHA BLVD
CHARLESTON, WV
USA

<u>Part Number</u>	<u>VZ Material Code</u>	<u>Description</u>	<u>Qty</u>	<u>Unit Sale Price</u>	<u>Extended Sales Price</u>
STRUCTURED-CABLE-INSTALL Sub Labor MVT		STRUCTURED CABLING INSTALLATION	1	\$44,295.31	\$44,295.31
STRUCTURED-CABLE-EQUIPMENT Graybar Materials		STRUCTURED CABLING EQUIPMENT	1	\$91,827.83	\$91,827.83

Additional Notes: RFQ# ISCH0262 -- FIBER OPTIC CABLING

Site Description

Grand Total:

Extended Sale Price for all lines that do not belong to a site:	\$136,123.14
Shipping & Handling for all lines that do not belong to a site:	\$0.00
Extended Sale Price with S&H for all lines that do not belong to a site:	\$136,123.14



Quote Header:

CAM Contact Information
Sandra Hawkins
304-344-6700

Account
State of WV (IS&C)

Quote #
1-A1RAX

Revision
1

Quote Date
7/3/2008

SE
LAWRENCE HOST

Total Extended Sales Price

Maintenance	\$0.00
Equipment:	\$0.00
Labor:	\$0.00
Sub Contractor:	\$44,295.31
Other:	\$91,827.83
Trade In:	\$0.00
Grand Total:	\$136,123.14
Shipping & Handling Total:	\$0.00
Grand Total with Shipping & Handling:	\$136,123.14

Verizon has read, understands, and will comply with information included in Request for Quotation ISCH0262 – ADDENDUM 1 AND ADDENDUM 2.

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

Verizon offers the following responses to the sections identified below.

Verizon has read, understands, and will comply with all other sections of this Request for Quotation ISCH0237.

1.0 OBJECTIVES

1.20 Affidavit

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

Verizon Response:

Read, understands and complies. Signed No-Debt Affidavit is included in the response.

2.0 QUALIFICATIONS

2.1 Project Manager

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

Verizon Response:

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

2.2 Construction Manager

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

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

between The Vendor and The WVOT Inspector.

Verizon Response:

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

2.3 Experience

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

Verizon Response:

Read, understands and complies.

Company Profile:	Verizon Select Services Inc.
Year Started:	1989
State of Incorporation:	Delaware
Parent Company:	Verizon Communications Inc.
Estimated # of Employees:	305
Estimated Annual Sales	\$38,500,000

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

- staging and configuration of Local and Wide Area voice networks
- voice and data customer premises equipment (CPE) implementation and management

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

- Managed Network Services
- network-based services
 - switched and private line voice
 - long distance
 - Centrex
 - PBX
 - E911

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

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

Verizon Response:

Read, understands, and complies. Lance Host's resume is included in this response.

2.4 References

The WVOT may, with full cooperation of The Vendors, visit client installations to observe equipment operations and consult with references. Specified visits and discussion shall be arranged through The Vendors; however, The Vendor personnel shall **not** be present during discussions with references. The Vendor must provide a minimum of **three (3)** references which are of the same size in scope and design that have been completed by The Vendor within the last **two (2)** years.

Verizon Response:

Read, understands, and complies.

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

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

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

Berkeley Co. Commission
Mr. Deborah Hammond
County Administrator
400 W Stephen Street
Martinsburg, WV
(304) 264-1923

2.5.6 Proof of Insurance

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

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

Verizon Response:

Read, understands, and will comply. Insurance certification will be provided upon award of bid as per the RFQ.

2.5.7 License Requirements

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

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

Verizon Response:

Read, understands, and complies. The contractor's license information is included on page 7 of this response.

2.5.9 Bonding**2.5.9.1 Bid Bond**

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

Verizon Response:

Read, understands, and complies. The Bid Bond is included in this response.

2.5.9.2 Performance, Labor, Materials Bond

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

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

Verizon Response:

Verizon clarifies that we will provide these bonds within 7 working days after award of bid due to the internal timeframe for producing these bonds.

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

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

Request for Quotation
ISCH0262

1.0 OBJECTIVE

The State of West Virginia, Department of Administration, Office of Technology (WVOT) is requesting quotations for the procurement of **fiber optic cable, including installation, testing, and acceptance**. Prices quoted shall be all-inclusive and represent complete installation. The Vendor shall be responsible for all parts, labor and all other associated apparatus necessary to completely install, test, and turnover for acceptance to the WVOT

1.1 Inquiries:

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

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

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

1.2 Vendor Registration:

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

1.3 Oral Statements and Commitments:

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

1.4 Response Submission:

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

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

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

Submit:

One original RFQ to:

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

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

Buyer: Krista Ferrell-File 21
Req #: ISCH0262
Opening Date: 07/10/2008
Opening Time: 1:30 pm

1.5 Schedule of Events

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

1.6 Incurring Costs:

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

1.7 Installation Completion Timeframe:

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

1.8 Job Site Parking

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

1.9 Omissions

Omission in the 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.

1.10 Warranty

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

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

1.11 Inspection, Acceptance, and Title

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

The WVOT shall at all times have access to the work wherever it is in preparation or progress, and The Vendor shall provide proper facilities for such access and for inspection.

The Vendor shall not close up any work until The WVOT has inspected the work. Should The Vendor close up the work prior to inspection by The WVOT, The Vendor shall uncover the work for inspection by The WVOT at no cost to The WVOT, and then recover the work according to the specification contained herein.

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

1.12 Price Quotations

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

In case of discrepancy in computed proposal prices, unit price shall prevail.

1.13 Price Stability

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

1.14 Variation in Quantities and Configurations

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

1.15 Prime Vendor

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

1.16 Compliance with Laws and Regulations

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

1.17.1 Federal Communications Commission

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

1.17.2 Codes, Standards, and Ordinances

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

1.17 Safety

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

1.18 Patents and Royalties

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

1.19 Indemnification

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

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

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

1.20 Affidavit

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

2.0 QUALIFICATIONS

2.1 Project Manager

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

2.2 Construction Manager

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

2.3 Experience

2.3.1 The Vendor must be certified by and experienced in the **Commscope Systemax structured telecommunications distribution system**. To ensure the system has continued support, The WVOT will contract only with Vendors having a successful history of sales, installation, service, and support. The Vendor must have a minimum of **five (5) years** of experience. If the vendor chooses to use "equal" equipment, then they would not have to be Commscope Systemax certified, but they would have to be certified on the "equal" equipment.

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

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

2.3.4 The Vendor should also have **BICSI Registered Installers and Technicians** on staff and available for this project. The project shall be staffed at all times by Installers and Technicians who, in the role of lead crafts persons, will be able to provide leadership and technical resources for the remaining crafts persons on the project.

2.4 References

The WVOT may, with full cooperation of The Vendors, visit client installations to observe equipment operations and consult with references. Specified visits and discussion shall be arranged through The Vendors; however, The Vendor personnel shall **not** be present during discussions with references. The Vendor must provide a minimum of **three (3)** references which are of the same size in scope and design that have been completed by The Vendor within the last **two (2)** years.

2.5 Liability and Insurance

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

2.5.1 Insurance Coverage

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

2.5.2 General Liability

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

2.5.3 Product Liability

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

2.5.4 Auto Liability

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

2.5.5 Workers' Compensation and Employer's Liability

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

2.5.6 Proof of Insurance

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

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

2.5.7 License Requirements

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

2.5.8 Wage Rates

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

2.5.9 Bonding

2.5.9.1 Bid Bond

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

2.5.9.2 Performance, Labor, Materials Bond

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

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

2.5.9.3 Qualification of Surety

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

2.6 Special Conditions

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

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

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

2.7 Cancellation

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

3.0 INSTALLATION GUIDELINES

This RFQ includes equipment, materials, labor, and services to provide telecommunications distribution system infrastructure fiber optic cable. System testing; Documentation and providing

all equipment, materials, labor, and services, not specifically mentioned or shown, which may be necessary to complete or perfect all parts of the installation.

- 3.1 All work performed on this project will be installed in accordance with the current edition of the *National Electrical Code®*, the current issue of the ANSI/NECA/BICSI-568 *Standard for Installing Commercial Building Telecommunications Cabling*, the current edition of the BICSI *Telecommunications Distribution Methods Manual*, the current edition of the BICSI *Cabling Installation Manual*, the latest issue of the ANSI/TIA/EIA Standards as published by Global Engineering Documents as ANSI/TIA/EIA *Telecommunications Building Wiring Standards*, and all local codes and ordinances.
- 3.2 At a minimum, not limited to, design, manufacture, test, and install telecommunications infrastructure cable per manufacturer's requirements and in accordance with NFPA-70 (*National Electrical Code®*), state codes, local codes, requirements of authorities having jurisdiction, and particularly the following standards:
- 3.2.1 ANSI/NECA/ Telecommunications Cabling
- 3.2.2 ANSI/TIA/EIA-568-B.1 -- *Commercial Building Telecommunications Cabling Standard, Part 1: General Requirements*
- 3.2.3 BICSI-568 -- *Standard for Installing Commercial Building ANSI/TIA/EIA-569-A -- Commercial Building Standard for Telecommunications Pathways and Spaces*
- 3.2.4 ANSI/TIA/EIA-606(A) -- *The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings*
- 3.2.5 ANSI/TIA/EIA-607(A) -- *Commercial Building Grounding and Bonding Requirements for Telecommunications*
- 3.3 Install in accordance with the most recent edition of BICSI® publications: BICSI -- *Telecommunications Distribution Methods Manual*
- 3.4 Federal, state, and local codes, rules, regulations, and ordinances governing the work, are as fully part of the specifications as if herein repeated or hereto attached. If the contractor should note items in the drawings or the specifications, construction of which would be code violations, promptly call them to the attention of the State of West Virginia's representative in writing. Where the requirements of other sections of the specifications are more stringent than applicable codes, rules, regulations, and ordinances, the specifications shall apply.

INFRASTRUCTURE CABLE SYSTEM DESCRIPTION

4.0 INFRASTRUCTURE CABLE SYSTEM DESCRIPTION

The vendor must remove and properly dispose of any abandoned materials including, but not limited to, wires, ducts, trays, conduit, cable, Innerduct, fiber, pipe, hangers, boxes, or termination points that could pose a hazard to the public or State employees and their property. Vendor will coordinate and seek approval for the removal of any material that is not clearly and easily identified as abandoned with the construction manager or General Services before removal.

All installed fiber strands must be fusion terminated and tested to manufactures specifications. ALL FIBER CABLE AS WELL AS ALL TERMINATION AND INSTALLATION MATERIAL USED MUST BE PLENUM RATED

This RFQ specifies Commscope Systimax name brand product(s), "or equal" specifically for the following reasons: the products we are requesting for purchase are a simple expansion of the existing Commscope Systimax installed infrastructure network/telecommunications hardware platform/system architecture. Any alternate products must seamlessly fit into, integrate with and interchange with the existing Commscope Systimax infrastructure investment with zero loss of feature functionality, and no infrastructure configuration changes.

Vendor must complete all of the included price sheets

Building 6 to Building 5

SYSTIMAX 600G2 System

Single Mode Bldg 6 Vault

One	600G2-2U-MOD-SD 600G2 MODULE SHELF, 2U, SLIDE 760032086
Two	RS-4AF-16SF ROLOSPLICE KIT E/W 4X FUSION SPLICE TRAY 2U SHELF 760031856
Eight	MODG2-12LC-SM-PT G2 Module_12LC TeraSPEED Pigtaills 760031039

Multi Mode Bldg 6 Vault

One	600G2-1U-MOD-SD 600G2 Modular Shelf, 1U, Slide 760028324
Two	RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray 1U Shelf 760039867
Four	MODG2-12LC-LS-PT G2 Module_12LC LazrSPEED 550 Pigtaills 760027748

Single Mode Building 5 Data Room

- One 600G2-2U-MOD-SD 600G2 MODULE SHELF, 2U, SLIDE
760032086
- Two RS-4AF-16SF ROLOSPLICE KIT E/W 4X FUSION SPLICE TRAY 2U
SHELF 760031856
- Eight MODG2-12LC-SM-PT G2 Module_12LC TeraSPEED Pigtaails
760031039

Multi Mode Building 5 Data Room

- One 600G2-1U-MOD-SD 600G2 Modular Shelf, 1U, Slide
760028324
- Two RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray 1U Shelf
760039867
- Four MODG2-12LC-LS-PT G2 Module_12LC LazrSPEED 550 Pigtaails
760027748

Building 5 to Building 3**SYSTIMAX 600G2 System****Single Mode Building 5 Data Room**

- One 600G2-2U-MOD-SD 600G2 MODULE SHELF, 2U, SLIDE
760032086
- Two RS-4AF-16SF ROLOSPLICE KIT E/W 4X FUSION SPLICE TRAY 2U
SHELF 760031856
- Eight MODG2-12LC-SM-PT G2 Module_12LC TeraSPEED Pigtaails
760031039

Multi Mode Building 5 Data Room

- One 600G2-1U-MOD-SD 600G2 Modular Shelf, 1U, Slide
760028324
- Two RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray 1U Shelf
760039867
- Four MODG2-12LC-LS-PT G2 Module_12LC LazrSPEED 550 Pigtaails
760027748

Single Mode Building 3 Data Room

- One 600G2-2U-MOD-SD 600G2 MODULE SHELF, 2U, SLIDE
760032086
- Two RS-4AF-16SF ROLOSPLICE KIT E/W 4X FUSION SPLICE TRAY 2U
SHELF 760031856
- Eight MODG2-12LC-SM-PT G2 Module_12LC TeraSPEED Pigtaails
760031039

Multi Mode Building 3 Data Room

- One 600G2-1U-MOD-SD 600G2 Modular Shelf, 1U, Slide
760028324
- Two RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray 1U Shelf
760039867
- Four MODG2-12LC-LS-PT G2 Module_12LC LazrSPEED 550 Pigtailes
760027748

Building 3 to Culture and History Building 9**SYSTIMAX 600G2 System****Single Mode Building 3 Data Room**

- One 600G2-2U-MOD-SD 600G2 MODULE SHELF, 2U, SLIDE
760032086
- Two RS-4AF-16SF ROLOSPLICE KIT E/W 4X FUSION SPLICE TRAY 2U
SHELF 760031856
- Eight MODG2-12LC-SM-PT G2 Module_12LC TeraSPEED Pigtailes
760031039

Multi Mode Building 3 Data Room

- One 600G2-1U-MOD-SD 600G2 Modular Shelf, 1U, Slide
760028324
- Two RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray 1U Shelf
760039867
- Four MODG2-12LC-LS-PT G2 Module_12LC LazrSPEED 550 Pigtailes
760027748

Single Mode Building 9 Data Room

- One 600G2-2U-MOD-SD 600G2 MODULE SHELF, 2U, SLIDE
760032086
- Two RS-4AF-16SF ROLOSPLICE KIT E/W 4X FUSION SPLICE TRAY 2U
SHELF 760031856
- Eight MODG2-12LC-SM-PT G2 Module_12LC TeraSPEED Pigtailes
760031039

Multi Mode Building 9 Data Room

- One 600G2-1U-MOD-SD 600G2 Modular Shelf, 1U, Slide
760028324
- Two RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray 1U Shelf
760039867
- Four MODG2-12LC-LS-PT G2 Module_12LC LazrSPEED 550 Pigtailes
760027748

3,000 Feet	CARLON TELECOM PLENUM-GARD NON METALLIC CORRUGATED FLEXIBLE RACEWAY	CG4X4C-6500 1.25 IN PLENUM WHITE W/TAPE
5,500 Feet	COMMSCOPE SYSTIMAX 760012229	5125 048A WPBK SM IN/OUT TERASPEED PLENUM
4,500 Feet	COMMSCOPE SYSTIMAX 760016881	5125 024A XPBK MM IN/OUT LazrSPEED 550 PLENUM

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**

Firestopping is required at all (but not limited to) locations the cable pathway penetrates a wall into main hallways, all fire rated surfaces and all locations as required by the AHJ.

All firestopping will be accomplished using the following products or equal:
Through penetrations; Wiremold flamestopper or equal.

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

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

Cable tray / trough; STI SpecSeal® Firestop Pillows or equal

http://www.stifirestop.com/product_information/product_selector/ssb_pillows.html

<http://sti.fmpdata.net/ftp/datasheet/PDS-Pillows.pdf>

All firestop must have a minimum 3 hour rating.

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

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

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

9.0 **FIRESTOPPING**

9.1 **General**

9.1.1 New and existing raceways, cable trays, cable pathways, and cables for power, data, and communications systems penetrating non-rated and fire-rated floors, walls, and other partitions to main hallways of the building shall be firestopped.

9.1.2 Firestopping will be required in all buildings.

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

9.2 **Installation**

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

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

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

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

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

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

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

9.3 Additional requirements for existing penetrations are as follows:

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

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

9.4 If required by inspecting authorities:

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

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

10. SLEEVES

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

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

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

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

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

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

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

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

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

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

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

11.0 PENETRATIONS OF BUILDING SURFACES

11.1 Fire-resistant Areas

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

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

11.2. Firestopping

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

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

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

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

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

12.0 FIRESTOP REFERENCES

The vendor must adhere to the following guidelines:

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

UL 1479, Fire Tests of Through-Penetration Firestops.

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

ASTM E 119, Fire Tests of Building Construction and Materials (for fire-rated architectural barriers).

2002 NFPA National Electrical Code, Section 800-52, Paragraph 2(B), *Spread of Fire and Products of Combustion*.

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

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

Factory Mutual Approval Guide.

ULC List of Equipment and Materials, VOL. II.

Installed firestopping systems shall meet approval of authorities having jurisdiction.

13.0 REMOVAL AND REPLACEMENT OF EXISTING CEILINGS

13.1 Carefully remove existing ceiling tiles in only the affected areas. Store removed tiles in a safe area. Modify and augment existing suspension systems as necessary.

13.2 Restore the ceiling systems to their original finish in all affected building areas. The original tiles may be put back up in if they are not damaged during removal.

14.0 CUTTING AND PATCHING

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

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

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

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

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

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

15.0 CLEANING

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

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

16.0 PAINTING

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

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

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

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

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

Agency _____
REQ.P.O# ISCH0262

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Verizon Select Services Inc.
of One Verizon Way, Basking Ridge, N.J. 27920, as Principal, and Westchester Fire Insurance
Company of 436 Walnut Street, Philadelphia, PA 19106 a corporation organized and existing under the laws of the State of
New York with its principal office in the City of Atlanta, GA, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of Five Percent of the Total Amount of Bid (\$ 5% of the Total Amount of Bid) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
Fiber Optic Cabling for 3 Buildings: Request for Quotation #ISCH0262

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

7th day of July, 2008.

Principal Corporate Seal

Verizon Select Services Inc.
(Name of Principal)

By Marcus Yeatch
(Must be President or Vice President)

VP-Tax
(Title)

Surety Corporate Seal

Westchester Fire Insurance Company
(Name of Surety)

Manuel Jones
Manuel Jones, Attorney-in-Fact

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

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY



1237849

273588

Know all men by these presents: That WESTCHESTER FIRE INSURANCE COMPANY, a corporation of the State of New York, having its principal office in the City of Atlanta, Georgia, pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons' written appointment as such attorney-in-fact.
(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(4) Each of the Chairman, the President and Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

FURTHER RESOLVED, that the Resolution of the Board of Directors of the Company adopted at the meeting held on November 8, 1999 relating to the authorization of certain persons to execute, for and on behalf of the Company, Written Commitments and appointments and delegations, is hereby rescinded.

Does hereby nominate, constitute and appoint ERIN M. MARGELIS, MENEUEL JONES, BRIAN ST. CLAIR, MYRNA SMITH, RACHEL COLE and PATRICK BANNON all of the City of Washington, State of District Of Columbia, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Five Million Dollars (\$5,000,000) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said WESTCHESTER FIRE INSURANCE COMPANY this 10th day of December 2007.

WESTCHESTER FIRE INSURANCE COMPANY



Handwritten signature of Stephen M. Haney

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss

On this 10th day of December, A.D. 2007, before me, a Notary Public of the Commonwealth of Pennsylvania and for the County of Philadelphia came Stephen M. Haney, Vice-President of the WESTCHESTER FIRE INSURANCE COMPANY to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company, that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 26, 2010

Handwritten signature of Karen E. Brandt

Notary Public

I, the undersigned Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a substantially true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 10th day of July 2008



Handwritten signature of William L. Kelly

William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER December 10, 2009

COMMSCOPE SYSTIMAX or EQUAL

MATERIAL ID	FIBER STRANDS	TeraSPEED	LazrSPEED 550	PLENUM		INDOOR / OUTDOOR		ALUMINUM INTERLOCKED ARMOR		TIGHT BUFFERED	LOOSE TUBE	FIGURE 8 MESSENGER	DIELECTRIC METALLIC		UNIT PRICE	UNIT	EXTENDED PRICE
				INDOOR	OUTDOOR	INDOOR	OUTDOOR	INDOOR	OUTDOOR				INDOOR	OUTDOOR			
76004317	2	X		X						X					\$22.95	Per 100'	0.23
760004317-APYL	2	X		X				X		X					\$116.81	Per 100'	1.17
760037168	2	X		X		X				X					\$43.84	Per 100'	0.44
760057034	2	X	X	X						X					\$96.89	Per 100'	0.97
760037408	2	X	X	X		X				X					\$162.68	Per 100'	1.63
760004317	4	X		X						X					\$22.95	Per 100'	0.23
760004317-APYL	4	X		X				X		X					\$116.81	Per 100'	1.17
760037176	4	X		X		X				X					\$55.46	Per 100'	0.55
760002576	4	X		X			X			X			X		\$34.79	Per 100'	0.35
760002253	4	X		X			X			X				X	\$42.55	Per 100'	0.43
760037416	4	X	X	X		X				X					\$215.51	Per 100'	2.16
760007351	4	X	X	X		X				X			X		\$155.00	Per 100'	1.55
760007245	4	X	X	X		X				X				X	\$187.51	Per 100'	1.88
760004333	6	X		X						X					\$44.66	Per 100'	0.45
760004333-APYL	6	X		X				X		X					\$157.55	Per 100'	1.58
760036384	6	X		X						X					\$74.72	Per 100'	0.75
760016550	6	X	X	X		X				X					\$182.58	Per 100'	1.83
760016550-APBK	6	X	X	X		X			X	X					\$429.42	Per 100'	4.29
760002584	6	X	X	X		X				X					\$36.98	Per 100'	0.37
760002261	6	X		X			X			X				X	\$44.96	Per 100'	0.45
760012138	6	X	X	X		X				X					\$191.67	Per 100'	1.92
760012138-APAQ	6	X	X	X		X			X	X					\$365.49	Per 100'	3.65
760036426	6	X	X	X		X				X					\$239.58	Per 100'	2.40
760016873	6	X	X	X		X				X					\$527.91	Per 100'	5.28
760007369	6	X	X	X		X				X					\$202.51	Per 100'	2.03
760007252	6	X	X	X		X			X	X				X	\$240.00	Per 100'	2.40
760004358	12	X		X						X					\$76.00	Per 100'	0.76
760004358-APYL	12	X		X				X		X					\$231.18	Per 100'	2.31
7600037192	12	X		X			X			X					\$137.31	Per 100'	1.37
760037192-APBK	12	X		X		X			X	X					\$311.18	Per 100'	3.11
760016568	12	X	X	X		X				X					\$194.91	Per 100'	1.95
760016568-APBK	12	X	X	X		X			X	X					\$462.35	Per 100'	4.62
760002592	12	X	X	X		X				X			X		\$40.34	Per 100'	0.40
760002279	12	X	X	X		X				X				X	\$54.04	Per 100'	0.54
760013680	12	X		X			X			X				X	\$161.34	Per 100'	1.61
760006411	12	X	X	X		X				X			X		\$354.00	Per 100'	3.54
760006411-APAQ	12	X	X	X		X			X	X					\$538.05	Per 100'	5.38
760037432	12	X	X	X		X				X					\$442.51	Per 100'	4.43
760037432-APBK	12	X	X	X		X			X	X					\$905.92	Per 100'	9.06
760014837	12	X	X	X		X				X					\$666.86	Per 100'	6.67
760014837-APBK	12	X	X	X		X			X	X					\$1,379.81	Per 100'	13.80
760007377	12	X	X	X		X				X				X	\$355.72	Per 100'	3.56
760007260	12	X	X	X		X				X				X	\$407.14	Per 100'	4.07

COMMSCOPE SYSTEMAX or EQUAL

MATERIAL ID	FIBER STRANDS	TeraSPEED	LazrSPEED 550	PLENUM		INDOOR / OUTDOOR		ALUMINUM INTERLOCKED ARMOR	TIGHT BUFFERED	LOOSE TUBE	FIGURE 8 MESSENGER	DIELECTRIC		UNIT PRICE	UNIT	EXTENDED PRICE
				INDOOR	OUTDOOR	INDOOR	METALLIC									
760018630	24	X		X					X					\$159.73	Per 100'	\$1.60
760018630-APYL	24	X		X				X	X					\$385.02	Per 100'	\$3.85
760037218	24	X		X			X		X					\$199.66	Per 100'	\$2.00
760037218-APBK	24	X		X			X		X					\$407.73	Per 100'	\$4.08
760016576	24	X		X			X		X					\$245.88	Per 100'	\$2.46
760016576-APBK	24	X		X			X		X					\$520.87	Per 100'	\$5.21
760002618	24	X					X			X		X		\$56.79	Per 100'	\$0.57
760002295	24	X					X			X			X	\$68.48	Per 100'	\$0.68
760026328	24	X					X			X			X	\$206.52	Per 100'	\$2.07
760018697	24		X	X					X					\$661.92	Per 100'	\$6.62
760018697-APAQ	24		X	X				X	X					\$1,011.95	Per 100'	\$10.12
760037457	24		X	X					X					\$827.40	Per 100'	\$8.27
760037457-APBK	24		X	X				X	X					\$1,332.46	Per 100'	\$13.32
760016881	24		X	X						X				\$989.57	Per 100'	\$9.90
760016881-APBK	24		X	X				X	X					\$2,003.66	Per 100'	\$20.04
760007393	24		X							X			X	\$673.72	Per 100'	\$6.74
760007286	24		X							X			X	\$743.14	Per 100'	\$7.43
760070300	24		X							X			X	\$918.78	Per 100'	\$9.19
760004382	48	X		X					X					\$535.53	Per 100'	\$5.36
760004382-APYL	48	X		X				X	X					\$756.35	Per 100'	\$7.56
760037903	48	X		X					X					\$669.42	Per 100'	\$6.69
760037903-APBK	48	X		X				X	X					\$1,251.09	Per 100'	\$12.51
760012229	48	X		X						X				\$358.82	Per 100'	\$3.59
760012229-APBK	48	X		X				X		X				\$551.81	Per 100'	\$5.52
760002634	48	X								X		X		\$111.58	Per 100'	\$1.12
760002311	48	X								X			X	\$97.36	Per 100'	\$0.97
760055434	48	X								X			X	\$235.80	Per 100'	\$2.36
760024554	48		X	X										\$1,992.52	Per 100'	\$19.93
760024554-APAQ	48		X	X				X	X					\$2,392.82	Per 100'	\$23.93
760038141	48		X	X					X					\$2,570.35	Per 100'	\$25.70
760038141-APBK	48		X	X				X	X					\$3,454.37	Per 100'	\$34.54
760016907	48		X	X						X				\$1,779.11	Per 100'	\$17.79
760016907-APBK	48		X	X				X	X					\$2,415.66	Per 100'	\$24.16
760007419	48		X	X						X			X	\$1,285.72	Per 100'	\$12.86
760007302	48		X	X						X			X	\$1,401.42	Per 100'	\$14.01

COMMSCOPE SYSTIMAX or EQUAL

				PRICE	
760028324	600G2-1U-MOD-SD 600G2 Modular Shelf, 1U, Slide		\$221.54	Each	\$221.54
760032086	600G2-2U-MOD-SD 600G2 Modular Shelf, 2U, Slide		\$288.78	Each	\$288.78
760039867	RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray 1U Shelf		\$37.98	Each	\$37.98
760031856	RS-4AF-16SF RoloSplice Kit E/W 4x Fusion Splice Tray 1U Shelf		\$47.47	Each	\$47.47
106896947	100A3 LIU Shelf		\$55.38	Each	\$55.38
108548868	100LS Shelf		\$46.51	Each	\$46.51
108548876	200LS Shelf		\$77.48	Each	\$77.48
700007289	LST1U LST1F-72/7 Shelf		\$316.47	Each	\$316.47
700007255	LST2U 24/5 Shelf		\$256.34	Each	\$256.34
108491697	10PLC LC e/w LC dplx 99855556		\$58.33	Each	\$58.33
107783755	10LCI LC holds 6 LC dplx 96080216		\$13.84	Each	\$13.84
108365701	10LC LC holds 6 simplex LC 22067847		\$9.46	Each	\$9.46
108627266	10PLC-LS LC holds 12 LC 99855551		\$46.51	Each	\$46.51
105276570	BLANK Blank panels 89022570		\$8.61	Each	\$8.61
700011414	1000LCI-Dplx LC holds 6 dplx LC 22017490		\$15.81	Each	\$15.81
700162936	1000BK 6PK Blank panel 99838069		\$35.60	Each	\$35.60
700007214	LST1U 144/9		\$419.32	Each	\$419.32
700208762	1200LC1-Dplx LC holds 9 LC dplx 22067841		\$27.69	Each	\$27.69
700209653	1200BK Blank panel 22067842		\$85.45	Each	\$85.45
108565755	Fully Assembled Units 600BLS LC-48		\$401.96	Each	\$401.96
108565631	Fully Assembled Units LSTLS LC-144/7		\$947.72	Each	\$947.72
108565656	Fully Assembled Units ISTLS ST-72/7		\$718.95	Each	\$718.95
CG4X6C-6500	CARLON TELECOM 1.25 IN PLENUM_WHITE_W/TAPE PLENUM-GARD NON METALLIC CORRUGATED FLEXIBLE RACEWAY		\$243.11	Per 100'	\$243.11

BID PRICE SHEET

COMMSCOPE SYSTIMAX or EQUAL

									PRICE
6	760028324	600G2-1U-MOD-SD 600G2 Modular Shelf, 1U, Slide	190.53	Each					\$1,143.18
12	760039867	RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray 1U Shelf	35.80	Each					\$429.60
6	760032086	600G2-2U-MOD-SD 600G2 Modular Shelf, 2U, Slide	248.35	Each					\$1,490.12
12	760031856	RS-4AF-16SF RoloSplice Kit E/W 4x Fusion Splice Tray 2U Shelf	44.76	Each					\$537.18
48	760031039	MODG2-12LC-SM-PT G2 Module_12LC TeraSPEED Pigtails	239.56	Each					\$11,480.47
24	760027748	MODG2-12LC-LS-PT G2 Module_12LC LazaSPEED 550 Pigtails	246.56	Each					\$5,917.56
5,500 Feet	760012229	SYSTIMAX 5125 048A WPBK SM IN/OUT TERA SPEED PLENUM	358.82	Per 100'					\$19,735.30
4,500 Feet	760016881	SYSTIMAX 5125 024A XPBK MM IN/OUT LazaSPEED 550 PLENUM	989.57	Per 100'					\$44,530.43
3,000 Feet	CG4X6C-6500	CARLON TELECOM 1.25 IN PLENUM_WHITE_W/TAPE PLENUM-GARD NON METALLIC CORRUGATED FLEXIBLE RACEWAY	218.80	Per 100'					\$6,564.00

TOTAL MATERIALS COST	\$91,827.83
TOTAL INSTALLATION COST	\$44,295.31
<u>EVALUATED TOTAL INSTALLED BID PRICE</u>	\$136,123.14

ADDITIONAL HOURLY RATE per HOUR

\$70.59

NOT PART OF EVALUATION

EQUIPMENT SALES AND INSTALLATION SERVICES EXHIBIT

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

1. Description of Service.

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

2. Warranty.

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



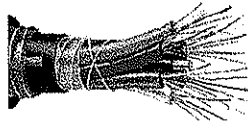


STRUCTURED CABLING SUMMARY

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

BENEFITS OF VERIZON'S SOLUTION:

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



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

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

VERIZON'S CUSTOMER SATISFACTION COMMITMENT TO THE STATE OF WV

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

Structured Cabling Engineer:

Lawrence W. Host, RCDD/OSP

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

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

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

Data Network Cabling, West Virginia University:

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

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

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

Data Network Cabling, Marshall University:

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

Voice and Data Network Cabling, Berkeley County Commission:

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

Subcontractor information:

Verizon maintains 4 subcontracting companies who are qualified and experience Network Cabling Installer to perform installations within the state of West Virginia. Verizon maintains records on each of their subcontractors to ensure that each sub provides training and certifications on their installation technician. All technicians providing services to Verizon and our customer's will be qualified to perform the work as indicated in each project scope of work.

Reference information:

WVU

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

Marshall University

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

Berkeley Co Commission

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

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

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

Structured Cabling

Features

Expert Project Design and Installation

Single Source for Product and Installation

Benefits

Quality product that is compliant with industry standards and customized per customer specifications

Saves time and money

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

Professional Services. Verizon offers on-site, vendor-independent consulting and engineering expertise in a wide range of specialty and general network disciplines. A team of Verizon project professionals is prepared to implement your planning and execution requirements. As Project Management Professionals (PMP), members of BICSI (Building Industry Consulting Services International), and Registered Communication Distribution Designers (RCDD), Verizon's professionals are experts in telecommunications project design and implementation. Verizon offers products and services to support your communications needs.

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

Single Source. Verizon provides solutions from the industry's premier OR 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.

Our Focus. We are committed to providing a cost-effective, advanced system that can meet your communications needs now and in the future.

Products and Services. When you choose Verizon, you can benefit from these reliable and affordable products and services:

Installation

- Fully licensed, certified, experienced technicians
- Dedicated job supervisors and project managers
- Industry-specific knowledge
- Standards based solutions
- Data, voice, video and Wireless LAN solutions
- Gigabit and fiber solutions
- Riser cable and horizontal distribution
- Underground and aerial
- Outside plant implementations
- Backbone solutions
- Data Center and Storage Area Networks
- Data Center build-out including raised floors, HVAC, fire suppression, and power distribution systems.

Services

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

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 products OR solutions from major connectivity and cabling manufacturers, which include Systimax, Berk Tek, Mohawk, CommScope, Corning, Panduit and Ortronics to mention a few.

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

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

Find Out More

For more information about Structured Cabling, contact your Verizon account manager or visit us online at www.verizonbusiness.com.



SYSTIMAX[®] SOLUTIONS

Certificate of Authorization

This is to certify that

Doug Nelson – Verizon

has successfully completed the SYSTIMAX[®] SCS Design and Engineering Training Program and therefore, is authorized to design and engineer

SYSTIMAX[®] Structured Connectivity Solutions

Date: 22nd December, 2005

Instructor: Allan A. Kainu Allan Kainu

Approved:  Cert. No. U12626TX2-A

827 Fairmont Road
Morgantown, West Virginia 26505

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

Lawrence W. Host – Sales Engineer III (Voice CPE)

Work Experience

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

Sales Engineer III

- 13+ 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.
- 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.

(2001-2005)

Verizon Enterprise Solutions Group

Sales Engineer, RCDD

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

(1994-2001)

Bell Atlantic Network Integration, Inc. (BANI)

Field Engineer, RCDD

(1994)

Bell Atlantic of West Virginia

Field Technician

(1990-1994)

US Air Force

Aircraft Hydraulics Specialist

Education

Holds Bachelor of Science Degrees in Organizational Leadership and Information Technology

Mountain State University, Beckley, West Virginia (2005-2007)

Rochville University, Sarasota, Florida (2003-2004)

Fairmont State University, Fairmont, West Virginia (1995)

Community College of the Air Force, Omaha, Nebraska (1990-1993)

**Certifications/
Training**

Nortel Networks

Nortel QSP for Business Communication Manager 3.5

Nortel Network University – Enterprise Networks, Succession 3.0

BICSI Certified

Registered Communications Distribution Designer (RCDD)

Outside Plant Specialist, (RCDD/OSP)

Cabling Manufacture Certified

Siemens Company Certified Designer

Mohawk CDT MAC Certified

Leviton CCS

Other

Auto CAD LT2000i

Proficient in Microsoft Office Suite software

The professional designation of

RCIDD/OSP

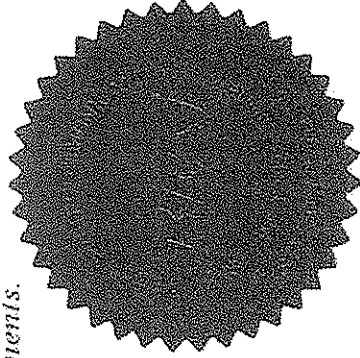
SPECIALTY



is awarded to

Lawrence W. Host

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



John B. Schumaker
President, BICSI

D. J. O'Connell
Executive Director, BICSI

Issued January 1, 2008

Expires December 31, 2010