

A RESPONSE TO

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

**For**

**RFQ# GSD136405  
A Request for Proposal to Provide  
Cable Project for the Logan Office  
Building  
September 4, 2012**



**Presented by:**

Sandra K Hawkins (Sandy)  
Senior Client Account Manager  
Verizon

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

RECEIVED

2012 SEP -4 AM 11:32

WV PURCHASING  
DIVISION

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September 4, 2012

Department of Administration  
General Services Division  
1900 Kanawha Blvd E  
Charleston, WV 25305

Attention: Krista Ferrell

RE: GSD136405

Dear Ms Ferrell:

Verizon is pleased to submit its proposal for Cabling Project for the Logan Office Building in response to RFQ #GDS136405.

Verizon is one of the world's leading providers of communications services. Verizon serves more than 139 million customer connections (wireless, wireline, broadband and TV) every day and is the leader in serving 107.8 million wireless customers. Verizon is a global leader in delivering innovation in communications, information and entertainment, with approximately \$110.9 billion in 2011 annual revenue. Verizon's global presence extends to 75 countries in the Americas, Europe, Asia and the Pacific.

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

- Frost & Sullivan named Verizon a Top Provider of Global Managed Security Services in its 2010 "Global Managed Security Service Providers Rollup" report and the Market Leadership Award for Hosted Contact Center Services (June 2010)
- Gartner Inc. placed Verizon Business in the Leaders quadrant in the "Magic Quadrant for Communications Outsourcing and Professional Services, North America and for Global Network Service Providers".
- Current Analysis has awarded Verizon Business' Cloud Security Services its Industry Analyst Firm's Highest Rating "Very Threatening." (May 2010)
- Verizon has earned certification as ISO/IEC 20000-1-compliant for its Government Enterprise Network Operations Center (GENOC), located in Cary, N.C. The GENOC, launched in 1997, provides managed services for local, state, and federal government customers.
- J.D.Power and Associates has consistently ranked Verizon highest in Customer Satisfaction since 2004 in the Telecommunications Industry Segment.
- Verizon Business named a Top 10 Retail IT Consulting Provider in 20<sup>th</sup> Annual RIS/Gartner Retail Technology Study (May 2010)

- Verizon has been named to the Global 100 of Newsweek magazine's annual green rankings.
- Verizon has received awards from Cisco for Service Provider Partner of the Year, Managed Service Provider Partner of the Year, Data Center Partner of the Year, Unified Communications & Collaboration Partner of the Year, Managed Service Partner of the Year and Technology Excellence Partner of the Year (2009).

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

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

Sincerely,



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

Services provided by Verizon Select Services Inc., herein after referred to as ("Verizon") under this bid may be subject to tariff regulation by the Public Service Commission of West Virginia and/or the Federal Communications Commission. In addition and in compliance with the WV Purchasing Division's Policies and Procedures Handbook, Section 7.2.7, Verizon also submits additional terms and conditions reflected in Verizon's standard Verizon Systems Agreement and Attachments, which is incorporated into Verizon's response. In addition, software provided is licensed to Customer under the license provided by the software publisher or by the equipment manufacturer with which the software is provided. Customer shall, if required, execute a separate software license agreement in a form satisfactory to the software publisher or equipment manufacturer. Unless specifically addressed within this bid response the terms and conditions set forth in this solicitation shall not add to, vary, or delete the terms and conditions of said tariffs or the Service Agreement. This response is submitted with the understanding that neither party shall be obligated to provide or purchase any of the services described herein until a mutual understanding is reached and the Agreement is signed by authorized individuals of both parties.

Verizon hereby submits the accompanying documentation and information in response to the State of West Virginia Request for Quotation GSD136405, for Cable System, due September 4<sup>th</sup> 2012. Verizon must provide a legal response and contractual documentation in accordance with the applicable State and Federal Regulatory Commissions.



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

# Solicitation

NUMBER
GSD136405

PAGE
1

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

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RFQ COPY  
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Verizon Business Network Services  
Inc. on behalf of Verizon Select  
Services Inc.

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DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES DIVISION  
JOBSITE  
SEE SPECIFICATIONS

304-558-2317

DATE PRINTED
08/31/2012

BID OPENING DATE:

09/04/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT NO.	ITEMNUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 3						
THIS ADDENDUM IS ISSUED TO AMEND THE ORIGINAL SOLICITATION (GSD136405) PER THE BELOW CLARIFICATION:						
PER THE DIVISION OF LABOR, THE DETERMINATION HAS BEEN MADE THAT THE WORK DESCRIBED IN THIS RFQ MUST BE PAID AT THE ELECTRICIAN RATE OF COMPENSATION FOR ALL HOURS WORKED.						
0001	1	LS	205-43	NEW LOGAN OFFICE BUILDING CABLING PROJECT		
***** THIS IS THE END OF RFQ GSD136405 ***** TOTAL:						Total Price for this Project \$367,373.91 Includes labor and material costs.

SIGNATURE <i>Patricia L Myers</i> Patricia L Myers Manager Pricing/Contract Management	TELEPHONE 304-356-3395	DATE 9/4/12
FEIN 16-1337634	ADDRESS CHANGES TO BE NOTED ABOVE	

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



SOLICITATION NUMBER: GSD136405

Addendum Number: 3

---

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- ☐ Modify bid opening date and time
- ☒ Modify specifications of product or service being sought
- ☐ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

**Description of Modification to Solicitation:**

To clarify the specifications of the RFQ (GSD136405) concerning Prevailing Wage Rates.

Bid Opening Date Remains: 09/04/2012

Bid Opening Time Remains: 1:30 PM EST

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

# ATTACHMENT A

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: GSD136405**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

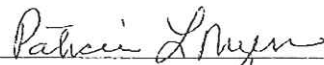
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input type="checkbox"/> Addendum No. 1            | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

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

\_\_\_\_\_  
Company



\_\_\_\_\_  
Authorized Signature

9/4/12

\_\_\_\_\_  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.  
Revised 6/8/2012

## Corporate Policy Statement

Policy No.: CPS-103

Issued: December 6, 2010

Subject: Authority to Approve Transactions



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

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

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

the authority to perform the following function:

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

This will be effective beginning on July 1, 2011 and ending on June 30, 2012 or before if rescinded by me.

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

#### Distribution:

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

#### Approved By:

Signature

Date

Anthony Recine

Name

VZ ID

VP, Pricing & Contract Management

Responsibility Code or Cost Center Code

Delegate's Signature - Lisa M Guignard

Delegate's Signature - Patricia L Myers

Delegate's Signature - Marsha K Harrell

Delegate's Signature - Christopher W McKeown



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

# Solicitation

NUMBER
GSD136405

PAGE
1

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

RFQ COPY

TYPE NAME/ADDRESS HERE

Verizon Business Network Svcs Inc  
on behalf of  
Verizon Select Svcs Inc

DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES DIVISION  
JOBSITE  
SEE SPECIFICATIONS

304-558-2317

DATE PRINTED
08/30/2012

BID OPENING DATE: 09/04/2012 BID OPENING TIME: 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
ADDENDUM NO. 2						
THIS ADDENDUM IS ISSUED TO AMEND THE ORIGINAL SOLICITATION (GSD136405) PER THE ATTACHED DOCUMENTATION.						
0001	1	LS		205-43		
NEW LOGAN OFFICE BUILDING CABLING PROJECT						
***** THIS IS THE END OF RFQ GSD136405 ***** TOTAL:						

Total Price  
for this  
Project

\$ 367,373.91

Includes labor &  
material costs.

SIGNATURE	TELEPHONE	DATE
Patricia L Myers	304-356-3395	8/31/12
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
Patricia L Myers Manager Pricing/Contract Management	16-1337624	

SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SOLICITATION NUMBER: GSD136405

Addendum Number: 2

---

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- ☐ | Modify bid opening date and time
- ☒ | Modify specifications of product or service being sought
- ☐ | Attachment of vendor questions and responses
- ☐ | Attachment of pre-bid sign-in sheet
- ☐ | Correction of error
- ☐ | Other

**Description of Modification to Solicitation:**

To delete the "with OSP (Outside Plant Specialty)" requirement from the qualifications listed on Page 34, Section 2.2 of the Revised specifications issued as a part of GSD136405 Addendum No. 1. The BICSI RCDD requirement remains; only the requirement for the specialty is removed under this Addendum.

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

## ATTACHMENT A



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: GSD136405**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

<input type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

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



Company

**Patricia L Myers**

Manager

Pricing/Contract Management

Signature

8/31/12

Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.

Revised 6/8/2012

## Corporate Policy Statement

Policy No.: CPS-103  
Issued: June 22, 2012  
Subject: Authority to Approve Transactions



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

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

Patricia L Myers, Manager, Pricing & Contract Management  
Marsha K Harrell, Senior Consultant, Pricing & Contract Management  
Lisa M Guignard, Director, Pricing & Contract Management and  
Christopher W McKeown, Manager, Pricing

the authority to perform the following function:

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

This will be effective beginning on July 1, 2012 and ending on June 30, 2013 or before if rescinded by me.

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

### Distribution:

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

### Approved By:

Signature

Date

Anthony Recine

Name

VZ ID

VP, Pricing & Contract Management

Responsibility Code or Cost Center Code

Delegate's Signature - Lisa M Guignard

Delegate's Signature - Patricia L Myers

Delegate's Signature - Marsha K Harrell

Delegate's Signature - Christopher W McKeown



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

# Solicitation

NUMBER
GSD136405

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.

SHIP TO  
DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES DIVISION  
JOBSITE  
SEE SPECIFICATIONS

304-558-2317

DATE PRINTED

08/28/2012

BID OPENING DATE:

09/04/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				THIS ADDENDUM IS ISSUED TO AMEND THE ORIGINAL SOLICITATION (GSD136405) PER THE ATTACHED DOCUMENTATION.		
0001	1	LS		205-43		
				NEW LOGAN OFFICE BUILDING CABLING PROJECT		Total Price for this project.
				***** THIS IS THE END OF RFQ GSD136405 *****		
				TOTAL:		\$367,373.91
						Includes labor & material costs.

SIGNATURE

Patricia L Myers

TELEPHONE

304 356-3395

DATE

8/29/12

TITLE

Patricia L Myers

Manager

Pricing/Contract Management

FEIN

16-1337624

ADDRESS CHANGES TO BE NOTED ABOVE

SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

SOLICITATION NUMBER: GSD136405

Addendum Number: 1

---

The purpose of this addendum is to modify the solicitation identified as ("Solicitation") to reflect the change(s) identified and described below.

**Applicable Addendum Category:**

- ☐ Modify bid opening date and time
- ☒ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☒ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

**Description of Modification to Solicitation:**

To provide answers to technical questions submitted in accordance with the provisions of the original solicitation (GSD136405); provide amended specifications per the attached; provide copy of mandatory pre-bid sign-in sheet

Bid Opening Date Remains: 09/04/2012  
 Bid Opening Time Remains: 1:30 PM EST

**Additional Documentation:** Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

**Terms and Conditions:**

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

## ATTACHMENT A

## **REQUEST FOR QUOTATIONS#GSD136405**

### **Cable Telecommunications Distribution System**

#### **ADDENDUM #1**

#### **Clarifications**

The specifications were originally issued for a non-plenum cabling system, but the Logan building is being constructed with a plenum system. So, changes to the required equipment have been made. PLEASE USE REVISED SPECIFICATIONS, taking specific note of a revised Section 12.0 Material Requirements (including modified quantities for installation under the Base Bid), and modified Unit Price Bid Sheet.

#### **Technical Questions & Answers**

**Question#1:** In the large room on the northwest corner of the third floor it was noted that several outlet boxes, not shown on the provided drawings, were installed by the EC. The outlets boxes are along the northwest wall. Should these locations be added to the project as dual outlet locations?

**Answer#1:** Yes.

**Question#2:** At various locations, IT outlets are to be installed in floor boxes or poke thru devices placed by the EC. During the walkthrough I was not able to determine the manufacturer or model of the installed devices. To provide the appropriate size jacks for these devices we need to know the manufacturer and model. Can you provide the submittal data, provided by the EC, for the devices actually installed?

**Answer#2:** The manufacturer and model of the covers (provided by EC) of the floor boxes are as follows:

Type "A" and "B" Floor Boxes:      Wiremold #827B Brass Flange  
Wiremold #829CK-1 Brass Cover Plate

Type "fb" Floor Boxes:              Wiremold #828R Cover Plates for Date

(See Question and Answer #13)

**Question#3:** The cable tray has been placed by the EC in this facility. It was noted that the tray grounding/bonding has not been installed. Is the grounding/bonding of the cable tray to be included in this proposal?

**Answer#3:** YES. The vendor must provide grounding and bonding of the cable tray. Providing the required fire stopping for the cable tray is also to be included in the bid response.

**Question#4:** During the walkthrough the owner requested pricing for a conduit (2" EMT) to extend from the (fiber optic network provider) entrance to the MDF on the lower level. This work was not part of the original RFQ. If requested via addendum, is this item to be shown as part of the base bid or as an alternate bid item for evaluation purposes?

**Answer#4:** YES. Place a 2" EMT conduit from the service entrance to the first floor Telecom Room. The bid response must also include the installation of same size conduit from the stubbed up below grade conduits from the 1<sup>st</sup> floor, floor-boxes. This is due to the use of non-plenum outdoor rated cable in these locations.

**Question#5:** During the walkthrough it was determined that the maximum permissible work hours will be 48 hours per week (four 10's and an 8). It was noted that this is a small facility and the work site area is already very congested with other trades and associated stored tools and materials. To be productive and to avoid conflict with other trades the cabling work crew size must be minimal. The optimum crew under these circumstances would be 4 technicians. Utilizing additional technicians with the set up and pulling room required for installation of this quantity of cable would have a negative impact on our work and work of other trades. Based on the maximum efficient crew size, I feel that this project cannot be completed in the 45 calendar days as proposed. I request that the completion time be extended to 60 calendar days to allow time for a quality job.

**Answer#5:** Please revise the allowable contract time period from 45 days to 60 days.

**Question#6:** Page 8 of the bid asks for a Maintenance Bond: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The bid is for cabling. Is a maintenance bond required for this bid?

**Answer#6:** No. No maintenance bond is required.

**Question#7:** Page 1 of the bid states 45 calendar days after notice to proceed. In light of the site conditions and building access as seen during the pre-bid meeting, Verizon would like to propose a 60 day completion date for this project. This is due to restrictions by the General Contract to access the site after 5:00PM, Monday-Thursday and 3:00PM on Fridays. This leaves Vendor with very little time to work Overtime in an effort to complete the project within 45 days.

**Answer#7:** See Answer#5.

**Question#8:** The existing basket tray which was installed by the General Contractor/Electrical Contractor is not grounded. Does the grounding and bonding of the cable tray need to be completed by the successful bidder as addition work to the project scope?

**Answer#8:** See Answer#3.

**Question#9:** The Telecommunications Equipment rooms are not grounded by the General Contractor/Electrical Contractor. Does the grounding and bonding of the TER's/ER's need to be completed by the successful bidder as addition work to the project scope?



**Answer#9:** Yes.

**Question#10:** The conduit serving the 1<sup>st</sup> floor recessed floor boxes are placed under the concrete slab; below grade. This requires that the cable placed below grade be a flooded cable impervious to water and moisture. Such flooded cable is not plenum rated therefore cannot be placed above ceiling as required to be routed to the TER/ER. This situation requires the flooded cable to be placed in an EMT conduit through the ceiling cavity. The conduit described was not installed by the General Contractor/Electrical Contractor. Does the required EMT conduit to the TER's/ER's need to be completed by the successful bidder as addition work to the project scope?

**Answer#10:** Yes.

**Question#11:** The floor boxes serving the 1<sup>st</sup> Floor which are requiring flooded cable, in this scenario, can only be Cat-6 rated cable because the cable as specified is not available in Cat-6A flooded. Is this acceptable to the State of WV?

**Answer#11:** Yes.

**Question#12:** Are there any labor restriction on the successful bidder (if not the incumbent Electrical Contractor on site) for installing any of the above mentioned EMT conduit on this job site?

**Answer#12:** No.

**Question#13:** Does the various surface floor boxes installed by the General Contractor/Electrical Contractor have all the hardware required (not including the jacks) to complete the installation?

**Answer#13:** (See Question and Answer #2). Hardware (excluding jacks) IS provided by the GC/EC.

REVISED PER ADDENDUM NO. 1 (08/28/2012)

## **REQUEST FOR QUOTATIONS#GSD136405**

### **Cable Telecommunications Distribution System**

Location: New Logan Office Building  
Cole and Stratton Streets  
Logan, West Virginia

For: State of West Virginia  
General Services Division  
1900 Kanawha Blvd; East  
Charleston, West Virginia 25305

### **PURPOSE AND SCOPE**

The purpose of this RFQ is to seek bids for a complete structured cable telecommunications distribution system for the newly constructed *WV State government Consolidated Agency Building in Logan, WV.*

This Request for Quotation covers the installation, modification, testing, and acceptance of structured infrastructure cable telecommunications distribution systems. The Contractor shall be responsible for all parts, labor and all other associated apparatus necessary to completely install, test, and turnover for acceptance to the GSD and WVOT, per the specifications herein and attached drawings.

### **DOCUMENTS**

This Request for Quotations also incorporates the attached documents:

1. The WV Purchasing Division "Request for Quotation" and "General Terms and Conditions".
2. Attachment A: GSD136405 Unit Price Bid Sheet
2. Drawing: GSD136405 Logan Consold Bldg\_1st Flr\_0040512
3. Drawing: GSD136405 Logan Consold Bldg\_2nd Flr\_040512
4. Drawing: GSD136405 Logan Consold Bldg\_3rd Flr\_040512
5. Drawing: GSD136405 Logan Consold Bldg\_4thFlr\_040512
6. Drawing: GSD136405 Logan Consold Bldg\_5thFlr\_040512
7. Drawing: GSD136405 Logan Consold Bldg\_PHS Flr\_040512

REVISED PER ADDENDUM NO. 1 (08/28/2012)

## DEFINITIONS

- A. The "Agency" shall be defined as The Department of Administration, General Services Division, "GSD," State Capitol Complex, Building 1, Room MB-60, Charleston, West Virginia 25305. The Agency is conducting the project in concert with the WV Office of Technology, or "WVOT," so "Agency" may appear (in context) to define that agency as well.
- B. "Contractor" shall be defined as the Successful Bidder or Vendor, awarded this contract.
- C. The "Contract" shall be defined as the binding agreement that is entered into between the State of West Virginia and the Contractor to provide the services as herein specified.
- D. "Agency Representative" shall be defined as the person designated by the Director of the General Services Division as having authority to act on behalf of the General Services Division.
- E. "Holidays" shall be defined as days designated by W.Va. Code §2-2-1 as legal holidays (i.e. new Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Lincoln's Day, Election Days, and Christmas Day).

## GENERAL REQUIREMENTS

### 1.0 INSTALLATION GUIDELINES

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

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

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1.2. Contractor shall, at a minimum, design, configure, 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:

1.3. ANSI/NECA/ Telecommunications Cabling

- 1.3.1 ANSI/TIA/EIA-568-B.1 -- *Commercial Building Telecommunications Cabling Standard, Part 1: General Requirements*
- 1.3.2 BICSI-568 -- *Standard for Installing Commercial Building*  
ANSI/TIA/EIA-569-A -- *Commercial Building Standard for Telecommunications Pathways and Spaces*
- 1.3.3 ANSI/TIA/EIA-606(A) -- *The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings*
- 1.3.4 ANSI/TIA/EIA-607(A) -- *Commercial Building Grounding and Bonding Requirements for Telecommunications*

1.4 Installation shall be in accordance with the most recent edition of BICSI® publications: BICSI -- *Telecommunications Distribution Methods Manual*

1.5.. 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.

## 2.0 INFRASTRUCTURE CABLE SYSTEM DESCRIPTION

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

#### 2.1 Intelligent Patch Panel and Hardware

##### 2.1.1 DESCRIPTION

The intelligent patch panel manager shall tie the intelligent patch panels to the infrastructure operations software called a system manager. Each rack with intelligent patch panels shall be equipped with a control system, an intelligent patch panel manager, which monitors the status of every port in every intelligent patch panel.

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## 2.2 CommScope Category 6A Plenum Cable Specifications

### 2.2.1 DESCRIPTION

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

## 3.0 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.

## 4.0 LABELING

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

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

## 5.0 AS – BUILT DRAWINGS

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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 Auto CAD software. Within six (6) weeks of acceptance of the project the electronic media must be delivered to the State of West Virginia.

## **6.0 FIRESTOPPING MATERIALS**

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

### **6.1 Quality Assurance**

6.1.1 Fire rated wiring devices shall bear the UL Classification marking.

6.1.2 Device shall be tested in accordance with ASTM E 814 (ANSI/UL1479).

### **6.2 Product**

#### **6.2.1 Wiring devices:**

6.2.1.1 Cables passing through fire-rated floors or walls shall pass through fire-rated wiring devices which contain an intumescent insert material that adjusts automatically to cable additions or subtractions.

6.2.1.2 The device (per code requirements) shall include both internal and external firestopping.

6.2.1.3 Cables penetrating through fire-rated floors or walls shall utilize fire-rated pathway devices capable of providing an F rating equal to the rating of the barrier in which the device is installed.

6.2.1.4 The device shall be tested for smoke leakage (L rating) and shall not require the use of any optional sealing materials to achieve the published rating.

6.2.1.5 The device shall utilize a fire and smoke sealing system that automatically adjusts to the addition or removal of cables.

6.2.1.6 Wiring devices shall be capable of allowing a 0 to 100-percent visual fill of cables.

6.2.1.7 Wire devices shall be of a sufficient size to accommodate the quantity and size of electrical wires and data cables required and shall be suitable for use with new or existing cable installations.

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- 6.2.1.8 The installed device (in normal use) shall require no maintenance and shall accommodate future cable changes without mechanical adjustment and/or removal or replacement of protective materials.
- 6.2.1.9 Wire devices to be provided with steel wall plates allowing for single or multiple devices to be ganged together.
- 6.2.1.10 The device shall be modular and shall provide mechanical installation options for common wall and floor constructions as well as common construction conditions including over-sized or damaged openings or existing sleeves.
- 6.2.2 Acceptable Manufacturer or Equal:
  - 6.2.2.1 Specified Technologies Inc.
    - a) EZ-PATH Fire Rated Pathway
- 6.2.3 Installation
  - 6.2.3.1 Wiring devices shall be installed in locations where required.
  - 6.2.3.2 Install the devices in strict accordance with the approved shop drawings and the equipment manufacturer's recommendations.
  - 6.2.3.3 Apply the factory supplied gasket material prior to the installation of the wall plates.
  - 6.2.3.4 Secure wall plates to devices per the equipment manufacturer's recommendations.

## 7.0 FIRESTOPPING

### 7.1 General

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



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7.2 If required by inspecting authorities:

- 7.2.1 Contractor shall expose and/or remove firestopping to the extent directed by inspecting authority to permit his or her inspection.
- 7.2.2 Contractor shall reinstall new firestopping and restore where removed for inspection.

## 8.0 SLEEVES

8.1 Contractor shall provide sleeves for new conduit and cable penetrations only in instances where Contractor has to penetrate walls for installation.

## 9.0 PENETRATIONS OF BUILDING SURFACES

9.1 Fire-resistant Areas

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

## 10.0 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.

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- ULC List of Equipment and Materials, VOL. II.
- Installed firestopping systems shall meet approval of authorities having jurisdiction.

## **11.0 CUTTING AND PATCHING**

- 11.1 Contractor shall 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.
- 11.2 The work shall include necessary assemblies and materials to maintain required fire ratings.
- 11.3 Contractor shall perform cutting as to not impair structural stability of building construction and systems.
- 11.4 The Work shall be done by crafts persons skilled in the particular trades affected.
- 11.5 Patching materials shall match existing materials in type and quality. Patching shall be done to match appearance of adjacent surfaces.
- 11.6 The Contractor is only responsible for openings in walls that the Contractor makes.

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## **12.0 Material Requirements For A Structured Cabling System to be Provided and Installed in the newly constructed DOA – LOGAN WV STATE CONSOLIDATED BUILDING**

The Contractor shall provide all parts in the quantities listed in Section 12.0, "Material Requirements For A Structured Cabling System to be Provided and Installed in the newly constructed DOA – LOGAN WV STATE CONSOLIDATED BUILDING."

PART NUMBER	DESCRIPTION	UNIT	QUANTITY
ATG 1003-xx	ALLEN TEL 3 FOOT All Colors CAT 6A PATCH CABLE	Each	350
ATG 1005-xx	ALLEN TEL 5 FOOT All Colors CAT 6A PATCH CABLE	Each	350
ATG 1007-xx	ALLEN TEL 7 FOOT All Colors CAT 6A PATCH CABLE	Each	350
ATG 1010-xx	ALLEN TEL 10 FOOT All Colors CAT 6A PATCH CABLE	Each	350
X-30-422	BRADY IDXPRT Labels Size: 1.500" W x 0.750" H Print Area 250	Cart	5
XC-475-422	BRADY IDXPRT GLOSS POLYESTER .475IN X 30 CONT	Cart	2
XC-1000-595-YL-BK	BRADY IDXPRT OUTDOOR VINYL 1.0IN X 30 FT BK on YL	Cart	1
XC-1000-595-GN-WT	BRADY IDXPRT OUTDOOR VINYL 1.0IN X 30 FT WT on GN	Cart	1
XC-1000-595-BL-WT	BRADY IDXPRT OUTDOOR VINYL 1.0IN X 30 FT WT on BL	Cart	1
XSL-115-427	BRADY IDXPRT Labels 1.500" W x .500" H Print Area Self Lam 250	Cart	8
CF54/100EZ	Cablofil - 2" x 4" cable tray - 10' Section	Each	4
SF100PG	Cablofil - Hangers-Center Hung	Each	80
SWKEZ	Cablofil - Splice Connectors Pack of 50	Pack	5
57014-703	Chatsworth Velocity Standard Pack	Pack	4
10250-718	Chatsworth Ladder Tray 18" -- 10' Section	Each	6
10595-718	Chatsworth Ladder Tray 18" Top Plate Kit	Each	4
11421-718	Chatsworth Ladder Tray 18" Wall Angle Support Kit	Each	6
13912-703	Chatsworth Vertical Wire Manager	Each	8

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760111187	CommScope iPatch System Manager Enterprise 2000	Each	1
760095562	CommScope 360 iPatch Panel Manager	Each	2
760105353	CommScope 360 iPatch Network Manager Module	Each	2
760092452	CommScope GigaSPEED XL MGS600 Series Cat 6A U/UTP Info Outlet, 318-blue	Each	700
760152330	CommScope iPatch 1100GS3 Evolve U/UTP Patch Panel, 48 port	Each	17
760152355	CommScope iPatch 1100GS3 Evolve U/UTP Patch Panel, 24 port	Each	4
107952442	CommScope M104 Type Surface Mount Box, four port ivory	Each	300
108216151	CommScope Faceplate 4-hole w/blanks Modular Furniture	Each	200
876540410	CommScope 10G4 ETL Verified Category 6A U/UTP Cable - plenum	Each	130
760008888	CommScope GigaSPEED® XL 1571 Category 6 U/UTP Cable, outdoor, black	Feet	20
760126300	CommScope 24 Strand Fiber Plenum TB Composite (12 SM / 12 MM OM4)	Feet	600
FAXLCUC01-MXM002	CommScope LC Fiber Pigtail OM4 Simplex 2 Meter	Each	48
760103085	CommScope 360 G2-1U-MOD-SD 1U Fiber Shelf, sliding	Each	4
760109470	CommScope 360 G2 Cartridge 12 LC Laze Speed Aqua with Pigtails IPatch-ready	Each	4
760109496	CommScope 360G2 Cartridge 12 LC Tera Speed Blue with Pigtails IPatch-ready	Each	4
760105148	CommScope IPatch Upgrade Kit for 360 G2-1U-MOD-shelves	Each	4
760039867	CommScope RS-2AF-16SF ROLO Splice Kit -- each with 2X fusion splice tray 1U Shelf	Each	6
FDXLCLC42-MXF003	CommScope 3 FOOT - LC/LC Jumper Cable - MM	Each	12
FDXLCLC42-MXF007	CommScope 7 FOOT - LC/LC Jumper Cable - MM	Each	12
760072942	CommScope 1U SS Horizontal Trough Kit	Each	6
760072959	CommScope 2U SS Horizontal Trough Kit	Each	20
760103796	CommScope M61A-318 BLUE ICON - 100 \ bag	Each	7
RCURN082	GEIST - 102D20ST5-OD Switched Ultra PDU	Each	2
RTAFHD3-12	GEIST - Remote Temperature, Humidity, Air Flow, and Dew Point Sensor, 12' cord	Each	2
GBI14420TMGBKT	HAGER 1/4" X 4" X 20" TMGB KIT	Each	1
GBI14212TGBKT	HAGER 1/4" X 2" X 12" TGB KIT	Each	1
IMSOC10-1	Pelco - Sarix MiniDome .5 Megapixel Fixed Camera	Each	2
EZDP44S	STI 44+Single Pathway Kit w/ 1 Pathway, Two (2) Mount Plates And Labels	Each	6
EZRCM44S	STI Radius Control Module - One Pair (2) For Use With Series 44+ Pathway	Each	6

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SU16000RT4U	TRIPP-LITE SMARTONLINE 16 KVA HOT-SWAPPABLE UPS	Each	2
SNMPWEBCARD	TRIPP-LITE INT SNMP/WEB UPS ADAPTER	Each	2
BP192V18-4U	TRIPP-LITE EXTERNAL BATTERY PACK FOR UPS SYSTEM	Each	4
PDUMV20	TRIPP-LITE METERED PDU 20A VERT 60IN 20 OUTLETS	Each	2
PDUMV30HV	TRIPP-LITE 30A VERT MTRD PDU W/L6-30P	Each	2
P036-006	TRIPP-LITE 6FT AC POWER SPLITTER CABLE	Each	10
SR4POST25	TRIPP-LITE 25U 4-POST SMARTRACK OPEN FRAME RACK	Each	2
W02-BW2-1BD	TRIPP-LITE Factory Start-Up	Each	2

### Supplementary General Requirements

- A. The Contractor shall complete all specified work outlined in the Purpose and Scope, the General Requirements and further described in the specifications or other attachments.
- B. The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body.
- C. Contractor will be responsible for parts and materials as follows:
  - 1) The Contractor will supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract. Contractor will be responsible for the removal and disposal of all waste and debris from Agency's property as a result of performing this contract.
  - 2) Contractor will be responsible for all mileage and travel costs, including travel time, associated with the performance of this contract.
  - 3) Materials and workmanship herein 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 GSD. 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 by 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.

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D. Project Closeout:

1. Final cleanup shall be completed prior to final acceptance.
2. Submit warranty documents to Agency Project Manager.
3. Perform final inspection with the Agency Project Manager.

E. Final Inspection: Inspection and Acceptance will be at destination and upon successful installation. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Vendor until acceptance by the WVOT, unless loss or damage results from negligence by The WVOT or GSD.

The GSD and 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 GSD, and then recover the work according to the specification contained herein.

The Vendor shall notify The GSD 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.

F. Limits of Work: Work areas will be limited to those spaces required for access to the building. Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Coordinate storage needs with the Agency Project Manager. Contractor shall work with the Building Manager to coordinate the temporary access to work areas and otherwise provide for the Contractor needs to complete work. Contractor shall minimize disruption to building work areas and loading dock access.

G. Use of Facilities: Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. Contractor shall coordinate the location of service connections or use of receptacles with the Building Manager to avoid overloading existing circuits.

H. Contractor Schedule: The Contractor shall provide the Agency Project Manager with an overall project schedule within seventy-two (72) hours of Award of the Contract. The proposed project schedule shall indicate areas to be worked. Where coordination or disruption of office workspaces or occupants may be required, provide at least one week's advance notice prior to conducting work in those areas. Contractor shall adhere to schedule provided and coordinate through the Agency Project Manager. Work shall be conducted as a single project. The work schedule shall be reviewed and approved by the Agency Project Manager prior to commencement of the work. The Contractor shall coordinate the schedule around the Agency's work requirements and availability of access to the job site.

I. Waste Removal: The Contractor shall be required to leave the work area clean upon



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completion of work daily. Contractor shall make arrangements for the collection and disposal of Contractor's waste and construction related debris. Debris shall be removed on a daily basis.

- J. Contractor Visitor Badges: Contractor shall provide a list of all personnel working on this project within the Building. This list shall include a copy of a valid driver's license or other legal identification and include date of birth and cell phone number. All proposed workers will be subjected to a criminal history / driver's license background check prior to being permitted to work in state buildings. Workers shall carry valid Contractor Photo ID Badges to be worn when working in the area. Under no circumstances shall a worker be assigned to this project without the validation first being submitted to the General Services Division and approval given.
- K. Work Restrictions: Work shall be generally performed between normal business hours of 7:00 am to 5:00 pm, Monday through Friday, except state recognized holidays. Weekends may be permitted when pre-arranged with the Agency Project Manager. This is a non-smoking building. Smoking is not permitted within the building or near entrances, operable windows or outdoor air intakes.
- L. Parking: There is vendor parking available on site. Equipment may be unloaded in designated loading areas but vehicles will not be allowed to remain there.
- M. Building Access: The building is available from 7:00 AM to 5:00 PM. Extended work hours or schedules may be arranged if acceptable and approved by the agency. This building is a secure location. Access to the building shall be coordinated with the Agency. Contractor shall not leave open doors unattended and shall close doors when not in use.
- N. Codes: 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.
- Equipment requiring FCC registration or approval shall have received such approval and shall be appropriately identified.
- O. Safety: All applicable local safety and OSHA rules and guidelines shall be met by the Contractor. Work shall be subject to verification and inspection by GSD Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies. Notify Agency if suspected hazardous materials are encountered. Any areas requiring abatement will be provided by the GSD under separate contract.
- P. Hot Work Permit: Contractor shall obtain Agency's permission prior to performing any



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work that requires an open flame, creates sparks, use's equipment that creates combustible temperatures, or performs any work that could result in a fire hazard. Agency will review work area and issue a 'Hot Work Permit' prior to Contractor commencing work. Note that the Contractor must take proper precautions and may be required to provide a Fire Watch as a condition of the permit.

- Q. Workmanship: Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable. Contractor shall verify all dimensions.

R. Special Conditions

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

S. 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.

T. Project Construction Manager

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

U. Technicians and Installers

For installer work, Contractor must have at least one(1) installer who is CommScope, BICSI, or Siemon registered on the jobsite at all times. For technician work, Contractor must have at least one (1) technician who is CommScope, BICSI, or Siemon registered on the jobsite at all times. Proof of this registration must be provided to the Owner prior to the installer or technician working on the project.

- V. The Contractor must provide a telecommunications technician on the jobsite during any work being performed to cross connect fiber cabling, analog and digital systems.

- W. The Contractor must provide a project clerk for up to 10 hours per week to facilitate communications between the Contractor and the Owner or its representatives. The Owner may waive this requirement at their discretion.

Contractor shall furnish ALL materials, labor, equipment, scaffolding necessary to complete all work as indicated by these specifications. Contractor shall furnish any

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incidental work, materials, labor and equipment that are necessary to complete the work, even if such incidental work is not explicitly included in the contract documents.

Any equipment or material contracted for prior to issuance of the signed purchase order and written Notice to Proceed letter shall be at the Bidder's risk.

## **Contract Award/Evaluation**

1.0. **REFERENCE REQUIREMENT:** Bidders shall supply at least three references indicating their capabilities to perform such work. References should include the name, location, of the building in addition to the name, address and telephone number of a contact person with the building's owner familiar with similar type of work.

### **2.0. QUALIFICATIONS**

- 2.1 The Contractor must have completed at least three (3) projects in which ***structured cabling telecommunications distribution systems*** have been installed in multi-story buildings, with multiple telecommunications rooms in each building, and with at least 500 outlets. **All bidders shall include at least three (3) references** (one for each qualifying project) indicating their having completed said work. References should include the name, location, ownership, and use of the building in addition to the name, address and telephone number of a contact person with the building's owner familiar with the work completed by the Contractor. The Bid Form includes a section in which these references should be listed.
- 2..2 The Vendor must have a **BICSI RCDD®** (*Registered Communications Distribution Designer*) with **OSP** (Outside Plant Specialty) on staff that will be ultimately responsible for this project. The RCDD must have experience in the installation of **outside plant and structured cabling telecommunications distribution systems**. Should the RCDD assigned to this project change during the installation, the new RCDD assigned must meet all requirements of the RFQ. **A copy of the certificate (with number) for the RCDD intended to be used on this project must be provided with the bid.**

## **Payment**

Progress Invoices shall be submitted for payment monthly (in arrears), and must include the following information:

1. Invoice must include invoice date, FEIN number, complete address of vendor and purchase order number (GSD136405). Percentage Completion of Project.

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2. Progress Billing must withhold 10% retainage until Final Completion of Project.
3. Invoices shall be mailed to the following address:

General Services Division  
1900 Kanawha Blvd. E.  
Building 1, Room MB-68  
Attn: Business Manager  
Charleston, WV 25305

**GSD136405 Attachment A: Bid Form**

Bidder's Company Name: Verizon Business Network Services Inc  
on behalf of Verizon Select Services Inc

Bidder's Address: 4700 MacCorkle Ave SE  
Charleston, WV 25304

Remittance Address: PO Box 650457  
(if different) Dallas, TX 75265-0457

Phone Number: 304 356-3395

Fax Number: 304 356-3590

Email Address: sandra.k.hawkins@verizon.com

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

**TOTAL CONTRACT BID** (Total to be written in words and numbers)

Bid for GSD 136405

Three hundred sixty-seven thousand three hundred seventy-three dollars  
and ninety-one cents  
(\$ 367,373.91 )

**Unit Prices**

A Unit Price is an amount stated in the Unit Price Bid Sheet (attached) as a price per unit of measurement used to formulate any change orders requested subsequent to the award of the contract. Unit prices shall be used solely for the

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formulation of change orders. Bidders shall provide a Unit Price for each unit of materials listed, to cover any materials requested by change order to be in excess of the quantities listed in Section 12.0. Bidders shall also provide a Unit Price for each hour of labor, to be used solely were additional work found to be needed, and requested and approved by formal change order. The Unit Price for materials is to be the cost of the material only. The Unit Price for labor is to include all costs associated with providing a single man hour of labor in the event of a change order: no additional charges for travel, mileage, etc will be approved. Should the scope of work increase beyond that listed in these specifications, a change order request shall include the Unit Price cost for materials and a mutually agreed upon quantity of labor hours at the bid Unit Price for Labor.

SEE ATTACHED UNIT PRICE BID SHEET

References

Reference Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Description: \_\_\_\_\_

Reference Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Description: \_\_\_\_\_

Reference Name: \_\_\_\_\_  
Position: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Project Name: \_\_\_\_\_  
Project Description: \_\_\_\_\_

# RFQ GSD136405

REVISED PER ADDENDUM NO. 1  
(08/28/2012)

WV State Department of Administration Consolidated Agencies Building - LOGAN WV

## UNIT PRICE BID SHEET

PART NUMBER	DESCRIPTION	UNIT	Unit Price
ATG 1003-xx	ALLEN TEL 3 FOOT All Colors CAT 6A PATCH CABLE	Each	\$6.74
ATG 1005-xx	ALLEN TEL 5 FOOT All Colors CAT 6A PATCH CABLE	Each	\$8.29
ATG 1007-xx	ALLEN TEL 7 FOOT All Colors CAT 6A PATCH CABLE	Each	\$9.68
ATG 1010-xx	ALLEN TEL 10 FOOT All Colors CAT 6A PATCH CABLE	Each	\$11.36
X-30-422	BRADY IDXPRT Labels Size: 1.500" W x 0.750" H _Print Area _ 250	Cart	\$59.31
XC-475-422	BRADY IDXPRT GLOSS POLYESTER .475IN X 30 CONT	Cart	\$55.96
XC-1000-595-YL-BK	BRADY IDXPRT OUTDOOR VINYL 1.0IN X 30 FT _BK on YL	Cart	\$58.95
XC-1000-595-GN-WT	BRADY IDXPRT OUTDOOR VINYL 1.0IN X 30 FT _WT on GN	Cart	\$58.95
XC-1000-595-BL-WT	BRADY IDXPRT OUTDOOR VINYL 1.0IN X 30 FT _WT on BL	Cart	\$58.95
XSL-115-427	BRADY IDXPRT Labels 1.500" W x .500" H _Print Area Self Lam _ 250	Cart	\$49.64
CF54/100EZ	Cablofil - 2" x 4" cable tray - 10' Section	Feet	\$52.42
SF100PG	Cablofil - Hangers-Center Hung	Each	\$12.93
SWKEZ	Cablofil - Splice Connectors Pack of 50	Each	\$45.07
57014-703	Chatsworth Velocity Standard Pack	Pack	\$366.00
10250-718	Chatsworth Ladder Tray 18" Section 10'	Feet	\$99.35
10595-718	Chatsworth Ladder Tray 18" Top Plate Kit	Each	\$34.45
11421-718	Chatsworth Ladder Tray 18" Wall Angle Support Kit	Each	\$27.35
13912-703	Chatsworth Vertical Wire Manager	Each	\$250.14
760111187	CommScope iPatch System Manager Enterprise 2000	Each	\$6,875.00
760095562	CommScope 360 iPatch Panel Manager	Each	\$1,475.61
760105353	CommScope 360 iPatch Network Manager Module	Each	\$362.20
760092452	CommScope GigaSPEED XL MGS600 Series Cat 6A U/UTP Info Outlet, 318-blue	Each	\$13.37
760152330	CommScope iPatch 1100GS3 Evolve U/UTP Patch Panel, 48 port	Each	\$809.49
760152355	CommScope iPatch 1100GS3 Evolve U/UTP Patch Panel, 24 port	Each	\$404.75
107952442	CommScope M104 Type Surface Mount Box, four port ivory	Each	\$3.64
108216151	CommScope Faceplate 4-Hole w/blanks _Modular Furniture	Each	\$4.81
876540410	CommScope 10G4 ETL Verified Category 6A U/UTP Cable Plenum	Each	\$759.00
760008888	CommScope GigaSPEED® XL 1571 Category 6 U/UTP Cable, outdoor, black	Feet	\$343.07

760126300	CommScope 24 Strand Fiber Plenum TB Composite (12 SM / 12 MM OM4)	Feet	\$10.84
FAXLCUC01-MXM002	CommScope LC Fiber Pigtail OM4 Simplex 2 Meter	Each	\$16.98
760103085	CommScope 360G2-1U-MOD-SD 1U Fiber Shelf, sliding	Each	\$207.92
760109470	CommScope 360G2 Catridge 12 LC LazrSPEED, Aqua w/Pigtails, iPatch Ready	Each	\$290.72
760109496	CommScope 360G2 Catridge 12 LC TeraSPEED, Blue w/Pigtails, iPatch Ready	Each	\$278.76
760105148	CommScope iPatch Upgrade Kit for 360G2-1U-MOD Shelves	Each	\$636.65
760039867	CommScope RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray 1U Shelf	Each	\$38.06
FDXLCLC42-MXF003	CommScope 3 FOOT - LC/LC Jumper Cable - MM	Each	\$50.18
FDXLCLC42-MXF007	CommScope 7 FOOT - LC/LC Jumper Cable - MM	Each	\$53.79
760072942	CommScope 1U SS Horizontal Trough Kit	Each	\$48.37
760072959	CommScope 2U SS Horizontal Trough Kit	Each	\$45.94
760103796	CommScope M61A-318 BLUE ICON - 100 \ bag	Each	\$11.13
RCURN082	GEIST - 102D20ST5-OD Switched Ultra PDU	Each	\$748.77
RTAFHD3-12	GEIST - Remote Temperature, Humidity, Air Flow, and Dew Point Sensor, 12' cord	Each	\$128.19
GBI14420TMGBKT	HAGER 1/4" X 4" X 20" TMGB KIT	Each	\$218.17
GBI14212TGBKT	HAGER 1/4" X 2" X 12" TGB KIT	Each	\$102.60
IMSOC10-1	Pelco - Sarix MiniDome .5 Megapixel Fixed Camera	Each	\$431.97
EZDP44S	STI 44+Single Pathway Kit w/ 1 Pathway, Two (2) Mount Plates And Labels	Each	\$291.64
EZRMC44S	STI Radius Control Module - One Pair (2) For Use With Series 44+ Pathway	Each	\$10.45
SU16000RT4U	TRIPP-LITE SMARTONLINE 16 KVA HOT-SWAPPABLE UPS	Each	\$10,664.15
SNMPWEBCARD	TRIPP-LITE INT SNMP/WEB UPS ADAPTER	Each	\$246.80
BP192V18-4U	TRIPP-LITE EXTERNAL BATTERY PACK FOR UPS SYSTEM	Each	\$2,422.19
PDUMV20	TRIPP-LITE METERED PDU 20A VERT 60IN 20 OUTLETS	Each	\$138.35
PDUMV30HV	TRIPP-LITE 30A VERT MTRD PDU W/L6-30P	Each	\$286.54
P036-006	TRIPP-LITE 6FT AC POWER SPLITTER CABLE	Each	\$22.66
SR4POST25	TRIPP-LITE 25U 4-POST SMARTRACK OPEN FRAME RACK	Each	\$379.82
W02-BW2-1BD	TRIPP-LITE Factory Start-Up	Each	\$2,750.00
<i>Quoted price per hour for labor outside of original Purchase order. Used for award purpose only.</i>		Hour	\$91.20



See Preceding Pages

**RFQ GSD136405**

REVISED PER ADDENDUM NO. 1  
(08/28/2012)

WV State Department of Administration Consolidated Agencies Building - LOGAN WV

**UNIT PRICE BID SHEET**

PART NUMBER	DESCRIPTION	UNIT	Unit Price
ATG 1003-xx	ALLEN TEL 3 FOOT All Colors CAT 6A PATCH CABLE	Each	
ATG 1005-xx	ALLEN TEL 5 FOOT All Colors CAT 6A PATCH CABLE	Each	
ATG 1007-xx	ALLEN TEL 7 FOOT All Colors CAT 6A PATCH CABLE	Each	
ATG 1010-xx	ALLEN TEL 10 FOOT All Colors CAT 6A PATCH CABLE	Each	
X-30-422	BRADY IDXPRT Labels Size: 1.500" W x 0.750" H_Print Area _ 250	Cart	
XC-475-422	BRADY IDXPRT GLOSS POLYESTER .475IN X 30 CONT	Cart	
XC-1000-595-YL-BK	BRADY IDXPRT OUTDOOR VINYL 1.0IN X 30 FT _BK on YL	Cart	
XC-1000-595-GN-WT	BRADY IDXPRT OUTDOOR VINYL 1.0IN X 30 FT _WT on GN	Cart	
XC-1000-595-BL-WT	BRADY IDXPRT OUTDOOR VINYL 1.0IN X 30 FT _WT on BL	Cart	
XSL-115-427	BRADY IDXPRT Labels 1.500" W x .500" H_Print Area Self Lam _ 250	Cart	
CF54/100EZ	Cablofil - 2" x 4" cable tray - 10' Section	Each	
SF100PG	Cablofil - Hangers-Center Hung	Each	
SWKEZ	Cablofil - Splice Connectors Pack of 50	Pack	
57014-703	Chatsworth Velocity Standard Pack	Pack	
10250-718	Chatsworth Ladder Tray 18" - 10' Section	Each	
10595-718	Chatsworth Ladder Tray 18" Top Plate Kit	Each	
11421-718	Chatsworth Ladder Tray 18" Wall Angle Support Kit	Each	
13912-703	Chatsworth Vertical Wire Manager	Each	
760111187	CommScope iPatch System Manager Enterprise 2000	Each	
760095562	CommScope 360 iPatch Panel Manager	Each	
760105353	CommScope 360 iPatch Network Manager Module	Each	
760092452	CommScope GigaSPEED XL MGS600 Series Cat 6A U/UTP Info Outlet, 318-blue	Each	
760152330	CommScope iPatch 1100GS3 Evolve U/UTP Patch Panel, 48 port	Each	
760152355	CommScope iPatch 1100GS3 Evolve U/UTP Patch Panel, 24 port	Each	
107952442	CommScope M104 Type Surface Mount Box, four port ivory	Each	

108216151	CommScope Faceplate 4-Hole w/blanks_Modular Furniture	Each	
876540410	CommScope 10G4 ETL Verified Category 6A U/UTP Cable - plenum	Each	
760008888	CommScope GigaSPEED® XL 1571 Category 6 U/UTP Cable, outdoor, black	Feet	
760126300	CommScope 24 Strand Fiber Plenum TB Composite (12 SM/12 MM OM4)	Feet	
FAXLCUC01-MXM002	CommScope LC Fiber Pigtail OM4 Simplex 2 Meter	Each	
760103085	CommScope 360 G2-1U-MOD-SD 1U Fiber Shelf, sliding	Each	
760109470	CommScope 360 G2 Cartridge 12 LC Lazr Speed Aqua with Pigtails IPatch-ready	Each	
760109496	CommScope 360G2 Cartridge 12 LC Tera Speed Blue with Pigtails IPatch-ready	Each	
760105148	CommScope IPatch Upgrade Kit for 360 G2-1U-MOD-shelves	Each	
760039867	CommScope RS-2AF-16SF ROLO Splice Kit – each with 2X fusion splice tray 1U Shelf	Each	
FDXLCLC42-MXF003	CommScope 3 FOOT - LC/LC Jumper Cable - MM	Each	
FDXLCLC42-MXF007	CommScope 7 FOOT - LC/LC Jumper Cable - MM	Each	
760072942	CommScope 1U SS Horizontal Trough Kit	Each	
760072959	CommScope 2U SS Horizontal Trough Kit	Each	
760103796	CommScope M61A-318 BLUE ICON - 100 \ bag	Each	
RCURN082	GEIST - 102D20ST5-OD Switched Ultra PDU	Each	
RTAFHD3-12	GEIST - Remote Temperature, Humidity, Air Flow, and Dew Point Sensor, 12' cord	Each	
GBI14420TMGBKT	HAGER 1/4" X 4" X 20" TMGB KIT	Each	
GBI14212TGBKT	HAGER 1/4" X 2" X 12" TGB KIT	Each	
IMSOC10-1	Pelco - Sarix MiniDome .5 Megapixel Fixed Camera	Each	
EZDP44S	STI 44+Single Pathway Kit w/ 1 Pathway, Two (2) Mount Plates And Labels	Each	
EZRCM44S	STI Radius Control Module - One Pair (2) For Use With Series 44+ Pathway	Each	
SU16000RT4U	TRIPP-LITE SMARTONLINE 16 KVA HOT-SWAPPABLE UPS	Each	
SNMPWEBCARD	TRIPP-LITE INT SNMP/WEB UPS ADAPTER	Each	
BP192V18-4U	TRIPP-LITE EXTERNAL BATTERY PACK FOR UPS SYSTEM	Each	
PDUMV20	TRIPP-LITE METERED PDU 20A VERT 60IN 20 OUTLETS	Each	
PDUMV30HV	TRIPP-LITE 30A VERT MTRD PDU W/L6-30P	Each	
P036-006	TRIPP-LITE 6FT AC POWER SPLITTER CABLE	Each	
SR4POST25	TRIPP-LITE 25U 4-POST SMARTRACK OPEN FRAME RACK	Each	
W02-BW2-18D	TRIPP-LITE Factory Start-Up	Each	



<u>Quoted price per hour for labor outside of Base Bid; for Change Order Purposes Only</u>	Hour	
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PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number:

HS1136405 Logan City

Date:

6/21/2012

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

Firm Name:	<u>WV Dept of Admin - 656</u>
Firm Address:	
Representative Attending:	<u>Don McPeters, Scotty Lewis, Denis H. Hester</u>
Phone Number:	<u>Brett Clutts, Anthony Saporito, Richard Wickert</u>
Fax Number:	
Email Address:	

Firm Name:	<u>Mon Valley Technologies</u>
Firm Address:	<u>3564 River Road</u> <u>Morgantown WV 26501</u>
Representative Attending:	<u>Robert Bishop</u>
Phone Number:	<u>304 278-7713</u> <sup>cell</sup> <u>304 278-0746</u>
Fax Number:	<u>304 278-7409</u>
Email Address:	<u>RBishop@MVTECH.US</u>

Firm Name:	<u>WV Office of Technology</u>
Firm Address:	<u>Capitol</u>
Representative Attending:	<u>Richard Wickert</u>
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	<u>GRAYBAR ELECTRIC</u>
Firm Address:	<u>1010 Young St</u> <u>CHARLESTON WV 25301</u>
Representative Attending:	<u>KEVIN HYPES</u>
Phone Number:	<u>304-344-2371</u>
Fax Number:	<u>304-344-0324</u>
Email Address:	<u>Kevin.hypes@graybar.com</u>

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

Firm Name:	<u>Progressive Electric</u>
Firm Address:	<u>Young St</u> <u>Charleston WV 25301</u>
Representative Attending:	<u>Van Jenkins</u>
Phone Number:	<u>304-345-1253</u>
Fax Number:	<u>304-345-1256</u>
Email Address:	<u>Bthomas@we.wireu.com</u>

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: \_\_\_\_\_

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

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

Firm Name:	WU Real Estate Div.
Firm Address:	900 Pennsylvania Ave Charleston, WV 25302
Representative Attending:	David Hildreth
Phone Number:	304-558-0510
Fax Number:	304-558-8082
Email Address:	David.J.Hildreth@wv.gov

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

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

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

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

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

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: GSD136405**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

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

\_\_\_\_\_  
Company

*Palmer L. Myer*  
\_\_\_\_\_  
Authorized Signature

*8/29/12*  
\_\_\_\_\_  
Date

**NOTE:** This addendum acknowledgment should be submitted with the bid to expedite document processing.

Revised 6/8/2012



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

## Solicitation

NUMBER
GSD136405

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  
4700 MacCorkle Av SE  
Charleston, WV 25304

SHIP TO  
DEPARTMENT OF ADMINISTRATION  
GENERAL SERVICES DIVISION  
JOBSITE  
SEE SPECIFICATIONS

304-558-2317

DATE PRINTED
08/08/2012

BID OPENING DATE: 09/04/2012

BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		205-43		
NEW LOGAN OFFICE BUILDING CABLING PROJECT						
REQUEST FOR QUOTATION (RFQ) CONSTRUCTION						
THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF GENERAL SERVICES, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR, MATERIALS, EQUIPMENT, AND SUPPLIES FOR THE INSTALLATION OF A STRUCTURED CABLE TELECOMMUNICATIONS DISTRIBUTION SYSTEM IN THE NEW LOGAN OFFICE BUILDING LOCATED ON COLE AND STRATTON STREET IN LOGAN, WEST VIRGINIA PER THE ATTACHED SPECIFICATIONS.						
NOTICE TO PROCEED: 45 CALENDAR DAYS AFTER THE ISSUANCE OF THE NOTICE TO PROCEED TO THE SUCCESSFUL VENDOR.						
***** THIS IS THE END OF RFQ GSD136405 ***** TOTAL:						

Total Price for this project  
\$ 367,373.91  
Includes labor & material costs.

SIGNATURE <i>Patricia L Myers</i>	TELEPHONE 304 356-3395	DATE 8/8/12
TITLE Patricia L Myers Manager Pricing/Contract Management	FEIN 16-1337624	ADDRESS CHANGES TO BE NOTED ABOVE

SOLICITATION, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.
2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.
3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

[   |   A pre-bid meeting will not be held prior to bid opening.

[   |   A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

[ ☒ |   A MANDATORY PRE-BID meeting will be held at the following place and time:

August 21, 2012 at 10:00 am on site. Vendors are asked to assemble on the corner of Cole and Stratton Streets in Logan, West Virginia. All interested parties should understand that this is an active "construction-in-progress" site. All bidders interested in entering the building must provide their own hard hats.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required

information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. **VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are non-binding.

Question Submission Deadline: August 23, 2012 at 5:00 EST

Submit Questions to:

Krista S. Ferrell, Buyer Supervisor-File21  
2019 Washington Street, East  
P.O. Box 50130  
Charleston, WV 25305  
Fax: 304-558-4115  
Email: krista.s.ferrell@wv.gov

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including that made at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.
6. **BID SUBMISSION:** All bids must be signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The bid delivery address is:

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

The bid should contain the information listed below on the face of the envelope or the bid may not be considered:

SEALED BID

BUYER: \_\_\_\_\_

SOLICITATION NO.: \_\_\_\_\_

BID OPENING DATE: \_\_\_\_\_

BID OPENING TIME: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE:    ☐    Technical  
                  ☐    Cost

7. **BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when time stamped by the official Purchasing Division time clock.

**Bid Opening Date and Time:**                      September 4, 2012 at 1:30 PM EST

**Bid Opening Location:**                              Department of Administration, Purchasing Division  
    2019 Washington Street East  
    P.O. Box 50130,  
    Charleston, WV 25305-0130

8. **ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.
9. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.



**GENERAL TERMS AND CONDITIONS:**

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.
2. **DEFINITIONS:** As used in this Solicitation / Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.
  - 2.1 "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
  - 2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.
  - 2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.
  - 2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.
  - 2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.
  - 2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.
  - 2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
  - 2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. **CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

| | **Term Contract**

**Initial Contract Term:** This Contract becomes effective on

and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal must be submitted to the Purchasing Division Director thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Reasonable Time Extension:** At the sole discretion of the Purchasing Division Director, and with approval from the Attorney General's office (Attorney General approval is as to form only), this Contract may be extended for a reasonable time after the initial Contract term or after any renewal term as may be necessary to obtain a new contract or renew this Contract. Any reasonable time extension shall not exceed twelve (12) months. Vendor may avoid a reasonable time extension by providing the Purchasing Division Director with written notice of Vendor's desire to terminate this Contract 30 days prior to the expiration of the then current term. During any reasonable time extension period, the Vendor may terminate this Contract for any reason upon giving the Purchasing Division Director 30 days written notice. Automatic extension of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases, but Attorney General approval may be required.

- | ☒ | **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 45 \_\_\_\_\_ days.
- | | **One Time Purchase:** The term of this Contract shall run for one year from the date the Purchase Order is issued or from the date the Purchase Order is issued until all of the goods contracted for have been delivered, whichever is shorter.
- | | **Other:** See attached.

4. **NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Purchase Order will be considered notice to proceed

5. **QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. **PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

8. **REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☒ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the Contract value . The performance bond must be issued and received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☒ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be issued and delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

☒ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☒ **WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.

☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award:

☒ **Commercial General Liability Insurance:**  
\$1,000,000.00 or more.

☐ **Builders Risk Insurance:** builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

- [ ] **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

[ ]

[ ]

[ ]

[ ]

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

9. **LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.
10. **ALTERNATES:** Any model, brand, or specification listed herein establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.
11. **EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or

other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

- 12. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount  
\$1,000.00 per day for failure to complete within specified time frame.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

- 13. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.

- 14. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee if applicable.

- 15. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

- 16. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

- 17. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."

- 18. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

- 19. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.

- 20. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.

- 21. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's



failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 22. SMALL, WOMAN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for a non-resident small, woman-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.
- 23. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 24. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-7.16.2.
- 25. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.
- 26. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 27. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 28. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 29. PREVAILING WAGE:** On any contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established by the West Virginia Division of Labor under West Virginia Code §§ 21-5A-1 et seq. and available at <http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage

requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.
31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.
32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
34. **ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.
35. **WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.
36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
37. **BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.



- 38. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/vrc/hipaa.html> and is hereby made part of the agreement provided that the Agency meets the definition of a Covered entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the Vendor.
- 39. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 40. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

- 41. LICENSING:** In accordance with West Virginia Code of State Rules §148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**42. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**43. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid for the same material, supplies, equipment or services; (2) that its bid is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**44. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☒ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**45. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, *etc.* and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the

State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

- 46. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- 47. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.
- 48. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.
- 49. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.
- 50. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:
- [    ] Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

- [ ] Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**51. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision.

The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

**52. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

- a. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

- b. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**53. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel 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, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.



**ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

1. **CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor.

West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Verizon Select Services Inc

Contractor's License No. WV037918

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a purchase order/contract.

2. **DRUG-FREE WORKPLACE:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit, or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.
3. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.
4. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than \$500,000.00 shall submit a list of all subcontractors who will perform more than \$25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.

c. **Required Information.** The subcontractor list shall contain the following information:

- i. Bidder's name
  - ii. Name of each subcontractor
  - iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
  - iv. Notation that no subcontractors will be used if the bidder will perform the work
- d. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.
- e. **Substitution of Subcontractor.** Written approval must be obtained from the Purchasing Division before any subcontractor substitution is permitted. Substitutions are not permitted unless:
- i. The subcontractor listed in the original bid has filed for bankruptcy;
  - ii. The subcontractor in the original bid has been debarred or suspended; or
  - iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.
5. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

## **REQUEST FOR QUOTATIONS#GSD136405**

### **Cable Telecommunications Distribution System**

Location: New Logan Office Building  
Cole and Stratton Streets  
Logan, West Virginia

For: State of West Virginia  
General Services Division  
1900 Kanawha Blvd; East  
Charleston, West Virginia 25305

### **PURPOSE AND SCOPE**

The purpose of this RFQ is to seek bids for a complete structured cable telecommunications distribution system for the newly constructed ***WV State government Consolidated Agency Building in Logan, WV.***

This Request for Quotation covers the installation, modification, testing, and acceptance of structured infrastructure cable telecommunications distribution systems. The Contractor shall be responsible for all parts, labor and all other associated apparatus necessary to completely install, test, and turnover for acceptance to the GSD and WVOT, per the specifications herein and attached drawings.

### **DOCUMENTS**

This Request for Quotations also incorporates the attached documents:

1. The WV Purchasing Division "Request for Quotation" and "General Terms and Conditions".
2. Attachment A: GSD136405 Unit Price Bid Sheet
2. Drawing: GSD136405 Logan Consold Bldg\_1st Flr\_0040512
3. Drawing: GSD136405 Logan Consold Bldg\_2nd Flr\_040512
4. Drawing: GSD136405 Logan Consold Bldg\_3rd Flr\_040512
5. Drawing: GSD136405 Logan Consold Bldg\_4thFlr\_040512
6. Drawing: GSD136405 Logan Consold Bldg\_5thFlr\_040512
7. Drawing: GSD136405 Logan Consold Bldg\_PHS Flr\_040512



## DEFINITIONS

- A. The "Agency" shall be defined as The Department of Administration, General Services Division, "GSD," State Capitol Complex, Building 1, Room MB-60, Charleston, West Virginia 25305. The Agency is conducting the project in concert with the WV Office of Technology, or "WVOT," so "Agency" may appear (in context) to define that agency as well.
- B. "Contractor" shall be defined as the Successful Bidder or Vendor, awarded this contract.
- C. The "Contract" shall be defined as the binding agreement that is entered into between the State of West Virginia and the Contractor to provide the services as herein specified.
- D. "Agency Representative" shall be defined as the person designated by the Director of the General Services Division as having authority to act on behalf of the General Services Division.
- E. "Holidays" shall be defined as days designated by W.Va. Code §2-2-1 as legal holidays (i.e. new Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, West Virginia Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Lincoln's Day, Election Days, and Christmas Day).

## GENERAL REQUIREMENTS

### **1.0 INSTALLATION GUIDELINES**

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

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

1.2. Contractor shall, at a minimum, design, configure, 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:

1.3. ANSI/NECA/ Telecommunications Cabling

- 1.3.1 ANSI/TIA/EIA-568-B.1 -- *Commercial Building Telecommunications Cabling Standard, Part 1: General Requirements*
- 1.3.2 BICSI-568 -- *Standard for Installing Commercial Building*  
ANSI/TIA/EIA-569-A -- *Commercial Building Standard for Telecommunications Pathways and Spaces*
- 1.3.3 ANSI/TIA/EIA-606(A) -- *The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings*
- 1.3.4 ANSI/TIA/EIA-607(A) -- *Commercial Building Grounding and Bonding Requirements for Telecommunications*

1.4 Installation shall be in accordance with the most recent edition of BICSI® publications: BICSI -- *Telecommunications Distribution Methods Manual*

1.5.. 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.

2.0 INFRASTRUCTURE CABLE SYSTEM DESCRIPTION

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

2.1 Intelligent Patch Panel and Hardware

2.1.1 DESCRIPTION

The intelligent patch panel manager shall tie the intelligent patch panels to the infrastructure operations software called a system manager. Each rack with intelligent patch panels shall be equipped with a control system, an intelligent patch panel manager, which monitors the status of every port in every intelligent patch panel.

2.2 CommScope Category 6A Non Plenum Cable Specifications

#### 2.2.1 DESCRIPTION

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

### 3.0 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.

### 4.0 LABELING

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

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

### 5.0 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 Auto CAD software. Within

six (6) weeks of acceptance of the project the electronic media must be delivered to the State of West Virginia.

## 6.0 FIRESTOPPING MATERIALS

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

### 6.1 Quality Assurance

6.1.1 Fire rated wiring devices shall bear the UL Classification marking.

6.1.2 Device shall be tested in accordance with ASTM E 814 (ANSI/UL1479).

### 6.2 Product

#### 6.2.1 Wiring devices:

6.2.1.1 Cables passing through fire-rated floors or walls shall pass through fire-rated wiring devices which contain an intumescent insert material that adjusts automatically to cable additions or subtractions.

6.2.1.2 The device (per code requirements) shall include both internal and external firestopping.

6.2.1.3 Cables penetrating through fire-rated floors or walls shall utilize fire-rated pathway devices capable of providing an F rating equal to the rating of the barrier in which the device is installed.

6.2.1.4 The device shall be tested for smoke leakage (L rating) and shall not require the use of any optional sealing materials to achieve the published rating.

6.2.1.5 The device shall utilize a fire and smoke sealing system that automatically adjusts to the addition or removal of cables.

6.2.1.6 Wiring devices shall be capable of allowing a 0 to 100-percent visual fill of cables.

6.2.1.7 Wire devices shall be of a sufficient size to accommodate the quantity and size of electrical wires and data cables required and shall be suitable for use with new or existing cable installations.

6.2.1.8 The installed device (in normal use) shall require no maintenance and shall accommodate future cable changes without mechanical adjustment and/or removal or replacement of protective materials.

- 6.2.1.9 Wire devices to be provided with steel wall plates allowing for single or multiple devices to be ganged together.
- 6.2.1.10 The device shall be modular and shall provide mechanical installation options for common wall and floor constructions as well as common construction conditions including over-sized or damaged openings or existing sleeves.
- 6.2.2 Acceptable Manufacturer or Equal:
  - 6.2.2.1 Specified Technologies Inc.
    - a) EZ-PATH Fire Rated Pathway
- 6.2.3 Installation
  - 6.2.3.1 Wiring devices shall be installed in locations where required.
  - 6.2.3.2 Install the devices in strict accordance with the approved shop drawings and the equipment manufacturer's recommendations.
  - 6.2.3.3 Apply the factory supplied gasket material prior to the installation of the wall plates.
  - 6.2.3.4 Secure wall plates to devices per the equipment manufacturer's recommendations.

## 7.0 FIRESTOPPING

- 7.1 General
  - 7.1.1 New raceways, cable trays, and cables for power, data, and communications systems penetrating non-rated and fire-rated floors, walls, and other partitions of building construction shall be firestopped where they penetrate new or existing building construction.
  - 7.1.2 Firestopping shall be accomplished by using a combination of materials and devices, including penetrating raceway, cable tray, or cables, required to make up complete firestop.
  - 7.1.3 Contractor shall verify that cabling and other penetrating elements and supporting devices have been completely installed and temporary lines and cables have been removed.
- 7.2 If required by inspecting authorities:
  - 7.2.1 Contractor shall expose and/or remove firestopping to the extent directed by inspecting authority to permit his or her inspection.

- 7.2.2 Contractor shall reinstall new firestopping and restore where removed for inspection.

## 8.0 SLEEVES

- 8.1 Contractor shall provide sleeves for new conduit and cable penetrations only in instances where Contractor has to penetrate walls for installation.

## 9.0 PENETRATIONS OF BUILDING SURFACES

### 9.1 Fire-resistant Areas

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

## 10.0 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.

#### 11.0 CUTTING AND PATCHING

- 11.1 Contractor shall 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.
- 11.2 The work shall include necessary assemblies and materials to maintain required fire ratings.
- 11.3 Contractor shall perform cutting as to not impair structural stability of building construction and systems.
- 11.4 The Work shall be done by crafts persons skilled in the particular trades affected.
- 11.5 Patching materials shall match existing materials in type and quality. Patching shall be done to match appearance of adjacent surfaces.
- 11.6 The Contractor is only responsible for openings in walls that the Contractor makes.



## 12.0 Material Requirements For A Structured Cabling System to be Provided and Installed in the newly constructed DOA – LOGAN WV STATE CONSOLIDATED BUILDING

The Contractor shall provide all parts in the quantities listed in Section 12.0, "Material Requirements For A Structured Cabling System to be Provided and Installed in the newly constructed DOA – LOGAN WV STATE CONSOLIDATED BUILDING."

PART NUMBER	DESCRIPTION	UNIT	QUANTITY
ATG 1003-xx	ALLEN TEL 3 FOOT All Colors CAT 6A PATCH CABLE	Each	350
ATG 1005-xx	ALLEN TEL 5 FOOT All Colors CAT 6A PATCH CABLE	Each	350
ATG 1007-xx	ALLEN TEL 7 FOOT All Colors CAT 6A PATCH CABLE	Each	350
ATG 1010-xx	ALLEN TEL 10 FOOT All Colors CAT 6A PATCH CABLE	Each	350
X-30-422	BRADY IDXPRT Labels Size: 1.500" W x 0.750" H Print Area 250	Cart	5
XC-475-422	BRADY IDXPRT GLOSS POLYESTER .475IN X 30 CONT	Cart	2
XC-1000-595-YL-BK	BRADY IDXPRT OUTDOOR VINYL 1.0IN X 30 FT BK on YL	Cart	1
XC-1000-595-GN-WT	BRADY IDXPRT OUTDOOR VINYL 1.0IN X 30 FT WT on GN	Cart	1
XC-1000-595-BL-WT	BRADY IDXPRT OUTDOOR VINYL 1.0IN X 30 FT WT on BL	Cart	1
XSL-115-427	BRADY IDXPRT Labels 1.500" W x .500" H Print Area Self Lam 250	Cart	8
CF54/100EZ	Cablofil - 2" x 4" cable tray - 10' Section	Feet	40
SF100PG	Cablofil - Hangers-Center Hung	Each	80
SWKEZ	Cablofil - Splice Connectors Pack of 50	Each	5
57014-703	Chatsworth Velocity Standard Pack	Pack	4
10250-718	Chatsworth Ladder Tray 18" Section 10'	Feet	6
10595-718	Chatsworth Ladder Tray 18" Top Plate Kit	Each	4
11421-718	Chatsworth Ladder Tray 18" Wall Angle Support Kit	Each	6
13912-703	Chatsworth Vertical Wire Manager	Each	8
760111187	CommScope iPatch System Manager Enterprise 2000	Each	1

760095562	CommScope 360 iPatch Panel Manager	Each	2
760105353	CommScope 360 iPatch Network Manager Module	Each	2
760092452	CommScope GigaSPEED XL MGS600 Series Cat 6A U/UTP Info Outlet, 318-blue	Each	700
760152330	CommScope iPatch 1100GS3 Evolve U/UTP Patch Panel, 48 port	Each	17
760152355	CommScope iPatch 1100GS3 Evolve U/UTP Patch Panel, 24 port	Each	4
107952442	CommScope M104 Type Surface Mount Box, four port ivory	Each	300
108216151	CommScope Faceplate 4-Hole w/blanks_Modular Furniture	Each	200
844160410	CommScope 10GN4 ETL Verified Category 6A U/UTP Cable	Each	120
760008888	CommScope GigaSPEED® XL 1571 Category 6 U/UTP Cable, outdoor, black	Feet	10
760146498	CommScope 24 Strand Fiber I/O TB Composite (12 SM / 12 MM OM4)	Feet	600
FAXLCUC01-MXM002	CommScope LC Fiber Pigtail OM4 Simplex 2 Meter	Each	48
760105171	CommScope 360 iPatch® G2 LC Fiber Shelf, sliding	Each	4
760039867	CommScope RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray 1U Shelf	Each	6
FDXLCLC42-MXF003	CommScope 3 FOOT - LC/LC Jumper Cable - MM	Each	12
FDXLCLC42-MXF007	CommScope 7 FOOT - LC/LC Jumper Cable - MM	Each	12
760072942	CommScope 1U SS Horizontal Trough Kit	Each	20
760072959	CommScope 2U SS Horizontal Trough Kit	Each	6
760103796	CommScope M61A-318 BLUE ICON - 100 \ bag	Each	7
RCURN082	GEIST - 102D20ST5-OD Switched Ultra PDU	Each	2
RTAFHD3-12	GEIST - Remote Temperature, Humidity, Air Flow, and Dew Point Sensor, 12' cord	Each	2
GBI14420TMGBKT	HAGER 1/4" X 4" X 20" TMGB KIT	Each	1
GBI14212TGBKT	HAGER 1/4" X 2" X 12" TGB KIT	Each	1
IMSOC10-1	Pelco - Sarix MiniDome .5 Megapixel Fixed Camera	Each	2
EZDP44S	STI 44+Single Pathway Kit w/ 1 Pathway, Two (2) Mount Plates And Labels	Each	6
EZRCM44S	STI Radius Control Module - One Pair (2) For Use With Series 44+ Pathway	Each	6
SU16000RT4U	TRIPP-LITE SMARTONLINE 16 KVA HOT-SWAPPABLE UPS	Each	2
SNMPWEBCARD	TRIPP-LITE INT SNMP/WEB UPS ADAPTER	Each	2
BP192V18-4U	TRIPP-LITE EXTERNAL BATTERY PACK FOR UPS SYSTEM	Each	4
PDUMV20	TRIPP-LITE METERED PDU 20A VERT 60IN 20 OUTLETS	Each	1
PDUMV30HV	TRIPP-LITE 30A VERT MTRD PDU W/L6-30P	Each	2

P036-006	TRIPP-LITE 6FT AC POWER SPLITTER CABLE	Each	10
SR4POST25	TRIPP-LITE 25U 4-POST SMARTRACK OPEN FRAME RACK	Each	2
W02-BW2-1BD	TRIPP-LITE Factory Start-Up	Each	2

#### Supplementary General Requirements

- A. The Contractor shall complete all specified work outlined in the Purpose and Scope, the General Requirements and further described in the specifications or other attachments.
- B. The Contractor shall procure all necessary permits and licenses to comply with all applicable laws, Federal, State, or municipal, along with all regulations, and ordinances of any regulating body.
- C. Contractor will be responsible for parts and materials as follows:
- 1) The Contractor will supply all tools, tool accessories, personal safety equipment, and supplies necessary to execute the responsibilities of this Contract. Contractor will be responsible for the removal and disposal of all waste and debris from Agency's property as a result of performing this contract.
  - 2) Contractor will be responsible for all mileage and travel costs, including travel time, associated with the performance of this contract.
  - 3) Materials and workmanship herein 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 GSD. 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 by 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.
- D. Project Closeout:
1. Final cleanup shall be completed prior to final acceptance.
  2. Submit warranty documents to Agency Project Manager.
  3. Perform final inspection with the Agency Project Manager.
- E. Final Inspection: Inspection and Acceptance will be at destination and upon successful installation. Title to/or risk of loss or damage to all items shall be the

responsibility of the successful Vendor until acceptance by the WVOT, unless loss or damage results from negligence by The WVOT or GSD.

The GSD and 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 GSD, and then recover the work according to the specification contained herein.

The Vendor shall notify The GSD 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.

- F. Limits of Work: Work areas will be limited to those spaces required for access to the building. Some interior space may be utilized for temporary (overnight) storage of equipment and tools. Coordinate storage needs with the Agency Project Manager. Contractor shall work with the Building Manager to coordinate the temporary access to work areas and otherwise provide for the Contractor needs to complete work. Contractor shall minimize disruption to building work areas and loading dock access.
- G. Use of Facilities: Contractor shall be permitted reasonable use of building utilities including power, water and sanitary sewage disposal as required for conducting the work. Contractor shall coordinate the location of service connections or use of receptacles with the Building Manager to avoid overloading existing circuits.
- H. Contractor Schedule: The Contractor shall provide the Agency Project Manager with an overall project schedule within seventy-two (72) hours of Award of the Contract. The proposed project schedule shall indicate areas to be worked. Where coordination or disruption of office workspaces or occupants may be required, provide at least one week's advance notice prior to conducting work in those areas. Contractor shall adhere to schedule provided and coordinate through the Agency Project Manager. Work shall be conducted as a single project. The work schedule shall be reviewed and approved by the Agency Project Manager prior to commencement of the work. The Contractor shall coordinate the schedule around the Agency's work requirements and availability of access to the job site.
- I. Waste Removal: The Contractor shall be required to leave the work area clean upon completion of work daily. Contractor shall make arrangements for the collection and disposal of Contractor's waste and construction related debris. Debris shall be removed on a daily basis.
- J. Contractor Visitor Badges: Contractor shall provide a list of all personnel working on this project within the Building. This list shall include a copy of a valid driver's license or other legal identification and include date of birth and cell phone number. All proposed workers will be subjected to a criminal history / driver's license background check prior to being permitted to work in state buildings. Workers shall carry valid Contractor Photo ID Badges to be worn when working in the area. Under no

circumstances shall a worker be assigned to this project without the validation first being submitted to the General Services Division and approval given.

- K. Work Restrictions: Work shall be generally performed between normal business hours of 7:00 am to 5:00 pm, Monday through Friday, except state recognized holidays. Weekends may be permitted when pre-arranged with the Agency Project Manager. This is a non-smoking building. Smoking is not permitted within the building or near entrances, operable windows or outdoor air intakes.
- L. Parking: There is vendor parking available on site. Equipment may be unloaded in designated loading areas but vehicles will not be allowed to remain there.
- M. Building Access: The building is available from 7:00 AM to 5:00 PM. Extended work hours or schedules may be arranged if acceptable and approved by the agency. This building is a secure location. Access to the building shall be coordinated with the Agency. Contractor shall not leave open doors unattended and shall close doors when not in use.
- N. Codes: 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.
- Equipment requiring FCC registration or approval shall have received such approval and shall be appropriately identified.
- O. Safety: All applicable local safety and OSHA rules and guidelines shall be met by the Contractor. Work shall be subject to verification and inspection by GSD Safety representatives. Such verification shall not relieve the Contractor from meeting all applicable safety regulations and inspection by other agencies. Notify Agency if suspected hazardous materials are encountered. Any areas requiring abatement will be provided by the GSD under separate contract.
- P. Hot Work Permit: Contractor shall obtain Agency's permission prior to performing any work that requires an open flame, creates sparks, use's equipment that creates combustible temperatures, or performs any work that could result in a fire hazard. Agency will review work area and issue a 'Hot Work Permit' prior to Contractor commencing work. Note that the Contractor must take proper precautions and may be required to provide a Fire Watch as a condition of the permit.
- Q. Workmanship: Contractor shall complete all work in a neat and workmanlike manner. All work shall be done using new materials in a manner that meets commercial quality standards. Work shall be neat, true, plumb and square, as applicable. Contractor shall verify all dimensions.



R. Special Conditions

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

S. 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.

T. Project Construction Manager

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

U. Technicians and Installers

For installer work, Contractor must have at least one(1) installer who is CommScope, BICSI, or Siemon registered on the jobsite at all times. For technician work, Contractor must have at least one (1) technician who is CommScope, BICSI, or Siemon registered on the jobsite at all times. Proof of this registration must be provided to the Owner prior to the installer or technician working on the project.

V. The Contractor must provide a telecommunications technician on the jobsite during any work being performed to cross connect fiber cabling, analog and digital systems.

W. The Contractor must provide a project clerk for up to 10 hours per week to facilitate communications between the Contractor and the Owner or its representatives. The Owner may waive this requirement at their discretion.

Contractor shall furnish ALL materials, labor, equipment, scaffolding necessary to complete all work as indicated by these specifications. Contractor shall furnish any incidental work, materials, labor and equipment that are necessary to complete the work, even if such incidental work is not explicitly included in the contract documents.

Any equipment or material contracted for prior to issuance of the signed purchase order and written Notice to Proceed letter shall be at the Bidder's risk.

**Contract Award/Evaluation**

**1.0. REFERENCE REQUIREMENT:** Bidders shall supply at least three references indicating their capabilities to perform such work. References should include the name, location, of the building in addition to the name, address and telephone number of a contact person with the building's owner familiar with similar type of work.

## **2.0. QUALIFICATIONS**

- 2.1 The Contractor must have completed at least three (3) projects in which ***structured cabling telecommunications distribution systems*** have been installed in multi-story buildings, with multiple telecommunications rooms in each building, and with at least 500 outlets. **All bidders shall include at least three (3) references** (one for each qualifying project) indicating their having completed said work. References should include the name, location, ownership, and use of the building in addition to the name, address and telephone number of a contact person with the building's owner familiar with the work completed by the Contractor. The Bid Form includes a section in which these references should be listed.
- 2.2 The Vendor must have a **BICSI RCDD®** (*Registered Communications Distribution Designer*) with OSP (Outside Plant Specialty) on staff that will be ultimately responsible for this project. The RCDD must have experience in the installation of **outside plant and structured cabling telecommunications distribution systems**. Should the RCDD assigned to this project change during the installation, the new RCDD assigned must meet all requirements of the RFQ. **A copy of the certificate (with number) for the RCDD intended to be used on this project must be provided with the bid.**

## **Payment**

Progress Invoices shall be submitted for payment monthly (in arrears), and must include the following information:

1. Invoice must include invoice date, FEIN number, complete address of vendor and purchase order number (GSD136405). Percentage Completion of Project.
2. Progress Billing must withhold 10% retainage until Final Completion of Project.
3. Invoices shall be mailed to the following address:

General Services Division  
1900 Kanawha Blvd. E.  
Building 1, Room MB-68  
Attn: Business Manager  
Charleston, WV 25305  
**GSD136405 Attachment A: Bid Form**



Bidder's Company Name: Verizon Business Network Services Inc  
on behalf of Verizon Select Services Inc

Bidder's Address: 4700 MacCorkle Av SE  
Charleston, WV 25304

Remittance Address: PO Box 650957  
(if different) Dallas, TX 75265-0957

Phone Number: 304 356-3395

Fax Number: 304 356-3590

Email Address: sandra.k.hawkins@verizon.com

We, the undersigned, having examined the site and being familiar with the local conditions affecting the cost of the work and also being familiar with the general conditions to bidders, drawings, and specifications, hereby propose to furnish all materials, equipment, and labor to complete all work in a workmanlike manner, as described in the Bidding Documents.

TOTAL CONTRACT BID (Total to be written in words and numbers)

Bid for GSD 136405

Three hundred sixty-seven thousand three hundred seventy-three dollars  
(\$ 367,373.91 ) and ninety-one cents.

#### Unit Prices

A Unit Price is an amount stated in the Unit Price Bid Sheet (attached) as a price per unit of measurement used to formulate any change orders requested subsequent to the award of the contract. Unit prices shall be used solely for the formulation of change orders. Bidders shall provide a Unit Price for each unit of materials listed, to cover any materials requested by change order to be in excess of the quantities listed in Section 12.0. Bidders shall also provide a Unit Price for each hour of labor, to be used solely were additional work found to be needed, and requested and approved by formal change order. The Unit Price for materials is to be the cost of the material only. The Unit Price for labor is to include all costs associated with providing a single man hour of labor in the event of a change order: no additional charges for travel, mileage, etc will be approved. Should the scope of work increase beyond that listed in these specifications, a change order request shall include the Unit Price cost for materials and a mutually agreed upon quantity of labor hours at the bid Unit Price for Labor.

SEE ATTACHED UNIT PRICE BID SHEET

References

Reference Name: Mr. Timothy Williams  
Position: WVU Director of Telecommunications  
Address: One Waterfront Place, Morgantown, WV 26506  
Telephone Number: 304-293-0577  
Project Name: WVU Arts and Sciences VoIP Infrastructure Upgrade  
Project Description: Installation of approximately 515 Cat-5e/Cat-6 outlets serving the various Arts and Sciences facilities on the Morgantown Campus. All locations were multi-stories facilities.

Reference Name: Mr. Mike Adkins  
Position: Director of Network/Telecom  
Address: One John Marshall Drive, Huntington, WV 25709  
Telephone Number: (304) 696-3209  
Project Name: Marshall Campus Cat-6 Cabling  
Project Description: These projects include the installation of Cat-6 cabling serving the Marshall administrative buildings, and dormitories; 20+ buildings; in excess of 1,000 outlets. Verizon has also provided for the installation of a single-mode fiber optic backbone to serve the Marshall Campus facilities encompassing 19+ buildings on the Marshall campus.

Reference Name: Todd McIntyre  
Position: Information Systems Manager, State of WV DOT  
Address: 1900 Kanawha Blvd, East, Building 5, Charleston, WV 25305  
Telephone Number: 304-558-9525  
Project Name: State of WV DOT, Building 5 Cat-6A Cabling Upgrade  
Project Description: This project included the installation of Cat-6A cabling serving the State of WV Capitol Complex Building 5 in excess of 2,000 outlets. Verizon has also provided for the installation of a single-mode and multi-mode fiber optic backbone to serve the TER/ER of the 10 story building.

Reference Name: Mr. William Miller  
Position: Ruby Hospital Director  
Address: 992 Elmer Prince Drive, Morgantown, WV 26505  
Telephone Number: 304-598-4918  
Project Name: Ruby Office Center Fiber Backbone  
Project Description: This project provided for the installation of a fiber optic backbone to serve Ruby Office Center and Ruby Memorial Hospital. This project required the installation of underground conduit, utility pole placement, and aerial cable installation and inside conduit and raceway with termination, testing and documentation. This fiber backbone consisted of 24,000 feet of 48 Single-mode fiber. The network operating over the fiber backbone installed by Verizon requires continuous operation- 24x7.

## RFQ GSD136405

WV State Department of Administration Consolidated Agencies Building - LOGAN WV

### UNIT PRICE BID SHEET

PART NUMBER	DESCRIPTION	UNIT	Unit Price
ATG 1003-xx	ALLEN TEL 3 FOOT All Colors CAT 6A PATCH CABLE	Each	
ATG 1005-xx	ALLEN TEL 5 FOOT All Colors CAT 6A PATCH CABLE	Each	
ATG 1007-xx	ALLEN TEL 7 FOOT All Colors CAT 6A PATCH CABLE	Each	
ATG 1010-xx	ALLEN TEL 10 FOOT All Colors CAT 6A PATCH CABLE	Each	
X-30-422	BRADY IDXPRT Labels Size: 1.500" W x 0.750" H_Print Area _ 250	Cart	
XC-475-422	BRADY IDXPRT GLOSS POLYESTER .475IN X 30 CONT	Cart	
XC-1000-595-YL-BK	BRADY IDXPRT OUTDOOR VINYL 1.0IN X 30 FT _BK on YL	Cart	
XC-1000-595-GN-WT	BRADY IDXPRT OUTDOOR VINYL 1.0IN X 30 FT _WT on GN	Cart	
XC-1000-595-BL-WT	BRADY IDXPRT OUTDOOR VINYL 1.0IN X 30 FT _WT on BL	Cart	
XSL-115-427	BRADY IDXPRT Labels 1.500" W x .500" H_Print Area Self Lam _ 250	Cart	
CF54/100EZ	Cablofil - 2" x 4" cable tray - 10' Section	Feet	
SF100PG	Cablofil - Hangers-Center Hung	Each	
SWKEZ	Cablofil - Splice Connectors Pack of 50	Each	
57014-703	Chatsworth Velocity Standard Pack	Pack	
10250-718	Chatsworth Ladder Tray 18" Section 10'	Feet	
10595-718	Chatsworth Ladder Tray 18" Top Plate Kit	Each	
11421-718	Chatsworth Ladder Tray 18" Wall Angle Support Kit	Each	
13912-703	Chatsworth Vertical Wire Manager	Each	
760111187	CommScope iPatch System Manager Enterprise 2000	Each	
760095562	CommScope 360 iPatch Panel Manager	Each	
760105353	CommScope 360 iPatch Network Manager Module	Each	
760092452	CommScope GigaSPEED XL MGS600 Series Cat 6A U/UTP Info Outlet, 318-blue	Each	
760152330	CommScope iPatch 1100GS3 Evolve U/UTP Patch Panel, 48 port	Each	

760152355	CommScope iPatch 1100GS3 Evolve U/UTP Patch Panel, 24 port	Each	
107952442	CommScope M104 Type Surface Mount Box, four port ivory	Each	
108216151	CommScope Faceplate 4-Hole w/blanks Modular Furniture	Each	
844160410	CommScope 10GN4 ETL Verified Category 6A U/UTP Cable	Each	
760008888	CommScope GigaSPEED® XL 1571 Category 6 U/UTP Cable, outdoor, black	Feet	
760146498	CommScope 24 Strand Fiber I/O TB Composite (12 SM / 12 MM OM4)	Feet	
FAXLCUC01-MXM002	CommScope LC Fiber Pigtail OM4 Simplex 2 Meter	Each	
760105171	CommScope 360 iPatch® G2 LC Fiber Shelf, sliding	Each	
760039867	CommScope RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray 1U Shelf	Each	
FDXLCLC42-MXF003	CommScope 3 FOOT - LC/LC Jumper Cable - MM	Each	
FDXLCLC42-MXF007	CommScope 7 FOOT - LC/LC Jumper Cable - MM	Each	
760072942	CommScope 1U SS Horizontal Trough Kit	Each	
760072959	CommScope 2U SS Horizontal Trough Kit	Each	
760103796	CommScope M61A-318 BLUE ICON - 100 \ bag	Each	
RCURN082	GEIST - 102D20ST5-OD Switched Ultra PDU	Each	
RTAFHD3-12	GEIST - Remote Temperature, Humidity, Air Flow, and Dew Point Sensor, 12' cord	Each	
GBI14420TMGBKT	HAGER 1/4" X 4" X 20" TMGB KIT	Each	
GBI14212TGBKT	HAGER 1/4" X 2" X 12" TGB KIT	Each	
IMSOC10-1	Pelco - Sarix MiniDome .5 Megapixel Fixed Camera	Each	
EZDP44S	STI 44+Single Pathway Kit w/ 1 Pathway, Two (2) Mount Plates And Labels	Each	
EZRCM44S	STI Radius Control Module - One Pair (2) For Use With Series 44+ Pathway	Each	
SU16000RT4U	TRIPP-LITE SMARTONLINE 16 KVA HOT-SWAPPABLE UPS	Each	
SNMPWEBCARD	TRIPP-LITE INT SNMP/WEB UPS ADAPTER	Each	
BP192V18-4U	TRIPP-LITE EXTERNAL BATTERY PACK FOR UPS SYSTEM	Each	
PDUMV20	TRIPP-LITE METERED PDU 20A VERT 60IN 20 OUTLETS	Each	
PDUMV30HV	TRIPP-LITE 30A VERT MTRD PDU W/L6-30P	Each	
P036-006	TRIPP-LITE 6FT AC POWER SPLITTER CABLE	Each	

SR4POST25	TRIPP-LITE 25U 4-POST SMARTRACK OPEN FRAME RACK	Each	
W02-BW2-1BD	TRIPP-LITE Factory Start-Up	Each	
<i>Quoted price per hour for labor outside of Base Bid; for Change Order Purposes Only</i>		Hour	

**CERTIFICATION AND SIGNATURE PAGE**

By signing below, I certify that I have reviewed this Solicitation in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this bid or proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Verizon Business Network Services Inc  
on behalf of Verizon Select Services Inc  
 (Company)

Patricia L Myers  
 (Authorized Signature)

**Patricia L Myers**  
 Manager  
 Pricing/Contract Management

304 356 3395      356-3590  
 (Phone Number)      (Fax Number)

8/24/12  
 (Date)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:**

**Instructions:** Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

**Acknowledgment:** I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

**Addendum Numbers Received:**

(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Verizon Business Network Services Inc  
on behalf of Verizon Select Services Inc  
 Company

Patricia L. Myers  
 Authorized Signature

8/24/12  
 Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.



STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

**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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**

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

Authorized Signature: Patricia A. Myers Date: 8/24/12

State of Mississippi

County of Hinds, to-wit:

Taken, subscribed, and sworn to before me this 24th day of August, 2012.

My Commission expires May 31, 2016.



NOTARY PUBLIC

Angela A. Cooper

Purchasing Affidavit (Revised 07/01/2012)



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

STATE OF Ms

COUNTY OF Hinds, TO-WIT:

Patricia L Myers  
 Manager

I, Pricing/Contract Management  
 state as follows:

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

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

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

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

By:

Patricia L Myers  
 Patricia L Myers

Title:

Manager  
 Pricing/Contract Management

Date:

8/24/12

Taken, subscribed and sworn to before me this 24th day of August.

By Commission expires May 31, 2016

NOTARY PUBLIC  
 Comm Expires  
 May 31, 2016

(Seal)



Angela A. Cooper  
 (Notary Public)

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

**AGREEMENT ADDENDUM**

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

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

ACCEPTED BY:

STATE OF WEST VIRGINIA

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

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

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

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

VENDOR

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

Signed: Patricia L Myers

Title: Patricia L Myers  
Manager  
Pricing/Contract Management

Date: 8/24/12

## State of West Virginia

# VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**  
☐ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
☐ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or,  
☒ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; or,
2. **Application is made for 2.5% resident vendor preference for the reason checked:**  
☐ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
3. ☒ **Application is made for 2.5% resident vendor preference for the reason checked:**  
☐ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; or,
4. ☒ **Application is made for 5% resident vendor preference for the reason checked:**  
☐ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,
5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
☐ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,
6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**  
☐ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

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

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

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

Bidder: Verizon Business Network Svc Inc  
on behalf of Verizon Select Svc Inc Signed: Patricia L Myers

Date: 8/24/12 Title: Patricia L Myers  
 Manager

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

Pricing/Contract Management

# BID BOND PREPARATION INSTRUCTIONS

44

AGENCY \_\_\_\_\_ (A)  
RFQ/RFP# \_\_\_\_\_ (B)

## Bid Bond

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

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

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

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

## NOW THEREFORE.

(a) If said bid shall be rejected, or

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

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

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

Principal Corporate Seal

(R)

(U)  
Surety Corporate Seal

\_\_\_\_\_(Q)\_\_\_\_\_  
(Name of Principal)  
By \_\_\_\_\_(S)\_\_\_\_\_  
(Must be President or  
Vice President)  
\_\_\_\_\_(T)\_\_\_\_\_  
Title

\_\_\_\_\_(Y)\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_(W)\_\_\_\_\_  
Attorney-in-Fact

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



**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Verizon Select Services Inc.  
of One Verizon Way, Basking Ridge, NJ 07920, as Principal, and Fidelity and Deposit Company of  
Maryland of 1400 American Lane, Schaumburg IL 60196, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
Maryland with its principal office in the City of Schaumburg, IL, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligor, in the penal sum of Five Percent of Attached Bid (\$ -----5%-----) for the payment of which,  
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the  
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for  
all labor, materials, equipment, and supplies for installation of a structured cable telecommunications distribution system in the new  
local office building located on Cole and Stratton Street in Logan, WV

**NOW THEREFORE,**

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

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no  
way impaired or affected by any extension of the time within which the Obligor 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  
28th day of August, 20 12.

Principal Corporate Seal

Verizon Select Services Inc.

(Name of Principal)

By

(Must be President or  
Vice President)

VP-TAX

(Title)

Fidelity and Deposit Company of Maryland

(Name of Surety)

Surety Corporate Seal

*Christine Hession*

Christine Hession 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.

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLEN**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Menuel JONES, Elvia E. FOIL, Myrna SMITH, Jeffrey TYLER and Christine HESSION**, all of **Washington, District of Columbia**, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 16th day of July, A.D. 2012.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By:

*Eric D. Barnes*

*Assistant Secretary  
Eric D. Barnes*

*Thomas O. McClellen*

*Vice President  
Thomas O. McClellen*

State of Maryland  
City of Baltimore

On this 16th day of July, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLEN**, Vice President, and **ERIC D. BARNES**, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

*Constance A. Dunn*

*Constance A. Dunn, Notary Public  
My Commission Expires: July 14, 2015*





## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,  
this 28 day of August, 20 12



*Geoffrey Delisio*

Geoffrey Delisio, Vice President



State of West Virginia  
**PURCHASING DIVISION**  
**Construction Bid Submission Review Form**

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*This list has been provided for informational purposes only and is not to be construed as a complete list of request for quotation or bidding requirements for any individual construction project. This list does not and cannot include every item, mistake or oversight that could cause a contractor's bid to be disqualified. Rather, this list is intended to draw attention to some of the most common problems that the Purchasing Division encounters in the bidding process for construction projects. All potential bidders must read the request for quotation, all additional documents, and all instructions relating thereto ("Bid Documents") in their entirety to identify the actual request for quotation and bidding requirements. Failure to read the Bid Documents in their entirety and comply with the stated requirements contained therein may result in bid disqualification.*

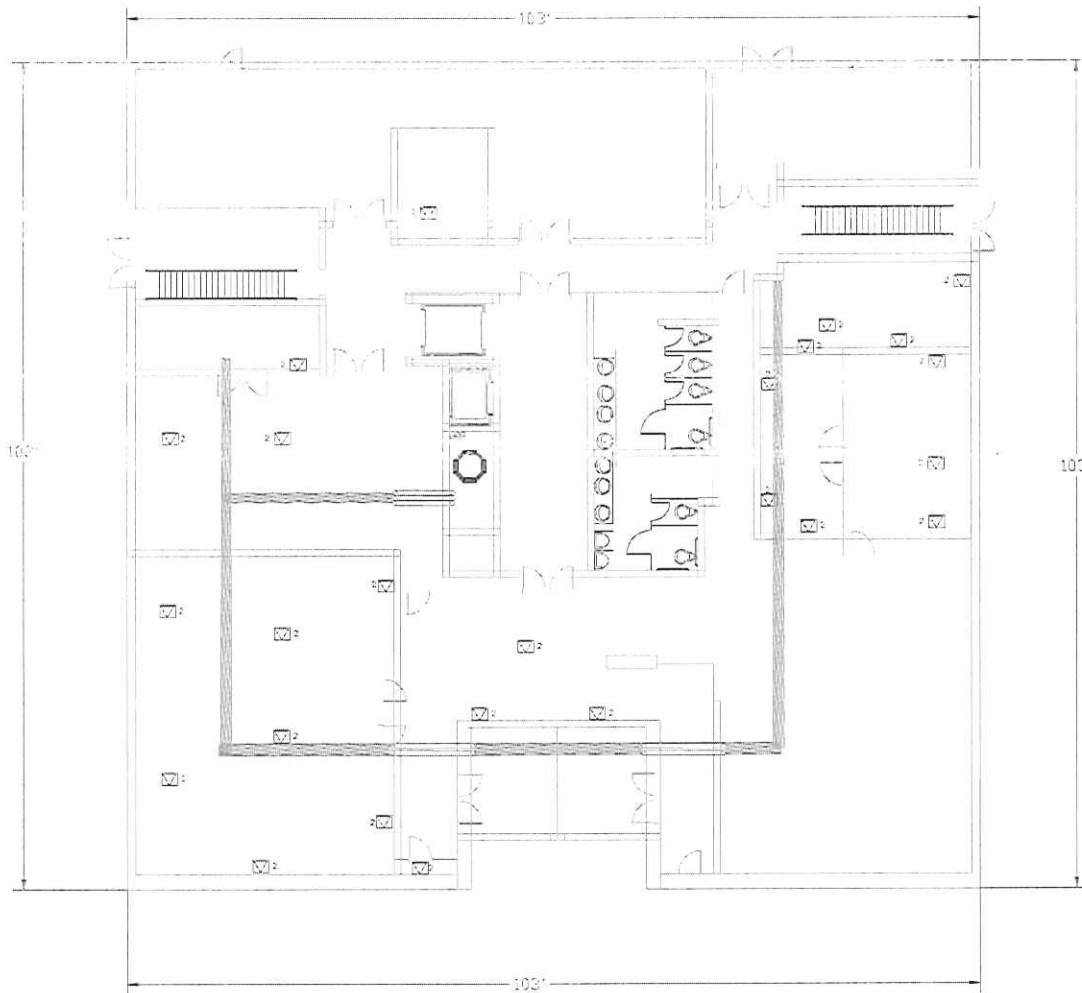
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**Errors That Shall Be Reason for Immediate Bid Disqualification**

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply West Virginia contractor's license # on bid
4. Failure to supply a signed drug free workplace affidavit with the bid
5. Failure to supply a valid bid bond or other surety approved by the State of West Virginia
6. Failure to meet any mandatory requirement of the RFQ
7. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
8. Failure to submit bid prior to the bid opening date and time
9. Federal debarment
10. State of West Virginia debarment or suspension

**Errors that May Be Reason for Bid Disqualification  
Before Contract Award**

1. Uncontested debt to the State exceeding \$1,000.00 (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the State (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within 1 business day of bid opening.
6. Failure to use the provided RFQ form (only if stipulated as mandatory).



# FIRST FLOOR PLAN

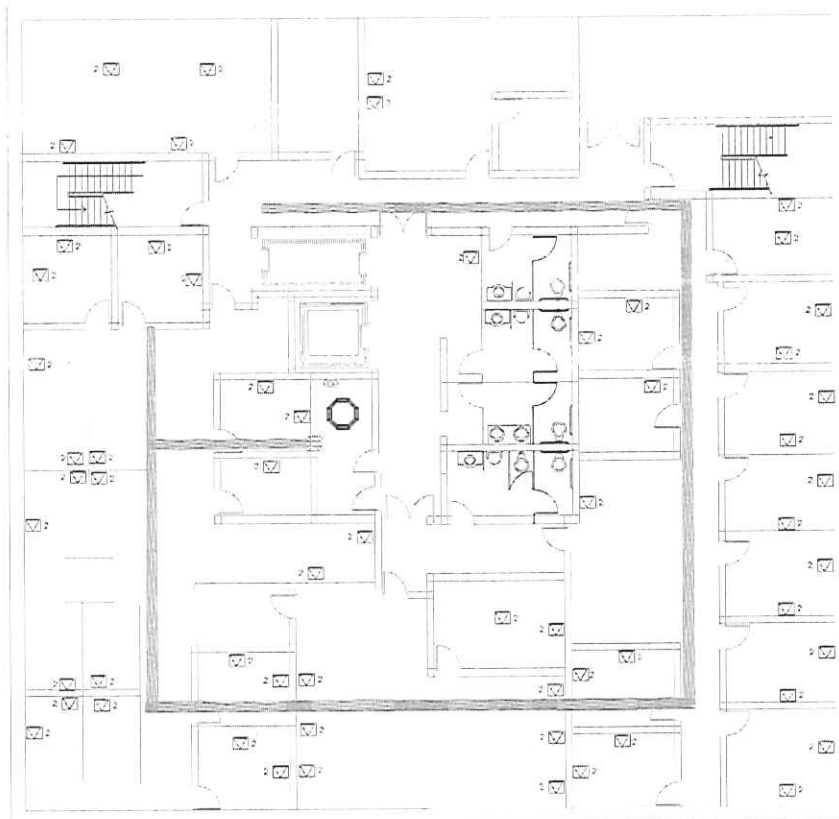
DRAWING NOT TO SCALE  
FOOTAGES SHOWN ARE ESTIMATES

## WV STATE OFFICE BUILDING

LOGAN, LOGAN COUNTY WEST VIRGINIA

Dual Outlets 25  
TOTAL CABLE RUNS 50

LOGAN CONSOLIDATED BLDG.	
LOGAN	WEST VIRGINIA
FIRST FLOOR PLAN	



SECOND



# SECOND FLOOR PLAN

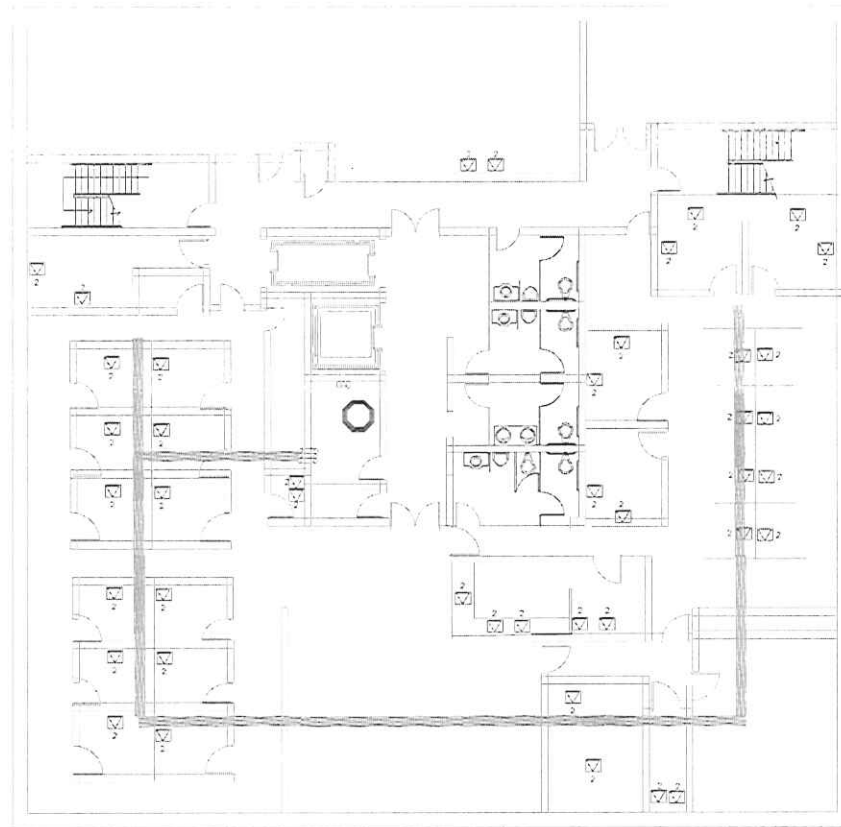
DRAWING NOT TO SCALE  
FOOTAGES SHOWN ARE ESTIMATES

## WV STATE OFFICE BUILDING

LOGAN, LOGAN COUNTY WEST VIRGINIA

Dual Outlets 61  
TOTAL CABLE RUNS 122

LOGAN CONSOLIDATED BLDG.	
LOGAN	WEST VIRGINIA
SECOND FLOOR PLAN	



THIRD



# THIRD FLOOR PLAN

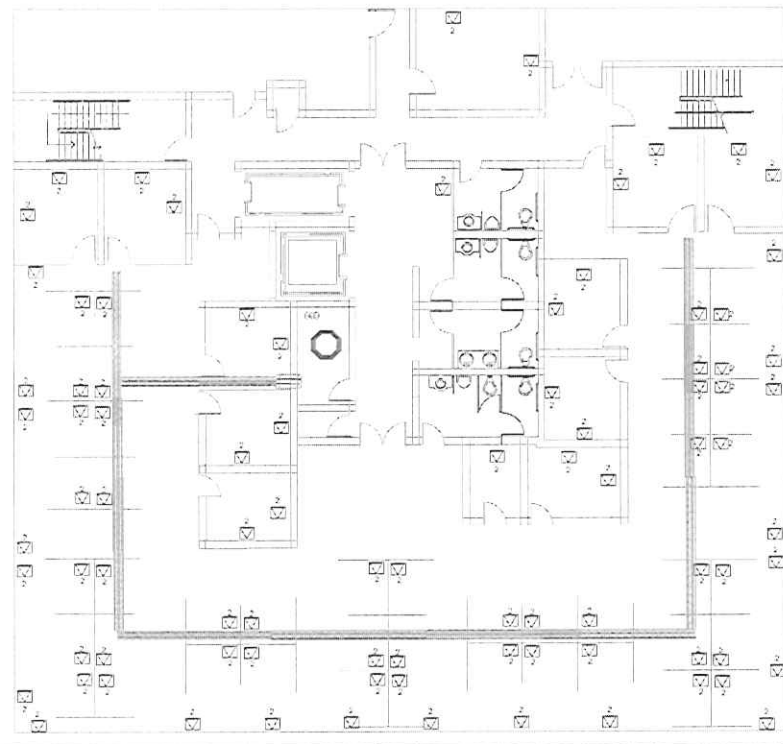
DRAWING NOT TO SCALE  
FOOTAGES SHOWN ARE ESTIMATES

## WV STATE OFFICE BUILDING

LOGAN, LOGAN COUNTY WEST VIRGINIA

Dual Outlets 43  
TOTAL CABLE PUNC 86

LOGAN CONSOLIDATED BLDG.	
LOGAN	WEST VIRGINIA
THIRD FLOOR PLAN	



FOURTH



FOURTH FLOOR PLAN

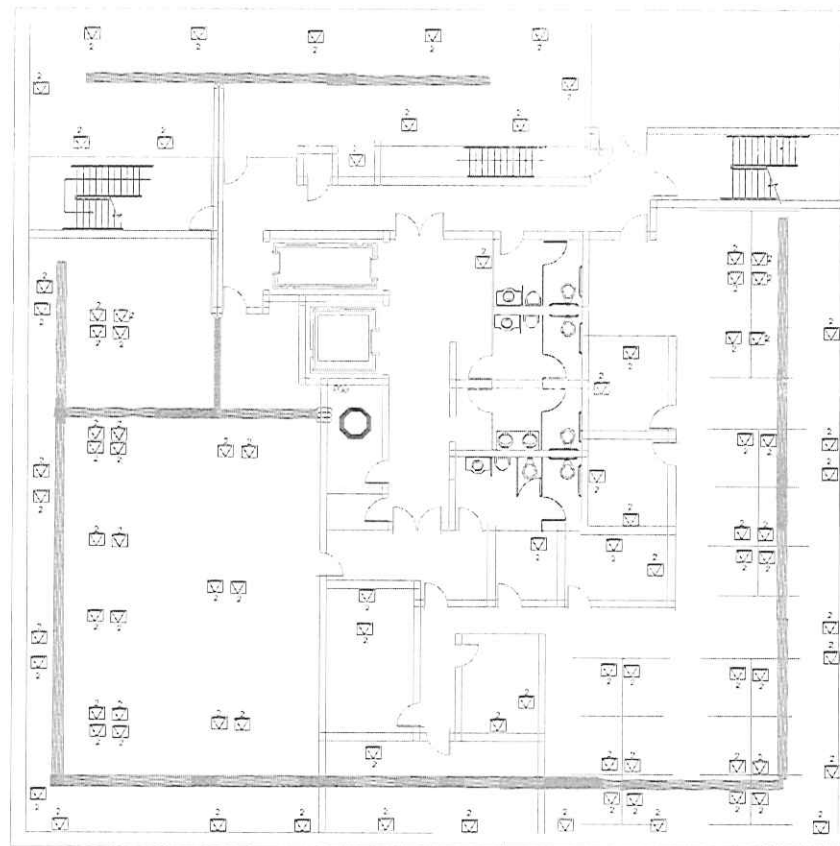
DRAWING NOT TO SCALE  
FOOTAGES SHOWN ARE ESTIMATES

# WV STATE OFFICE BUILDING

LOGAN, LOGAN COUNTY WEST VIRGINIA

Dual Outlets 88  
TOTAL CABLE RUNS 176

LOGAN CONSOLIDATED BLDG.	
LOGAN	WEST VIRGINIA
FOURTH FLOOR PLAN	



FIFTH



FIFTH FLOOR PLAN

DRAWING NOT TO SCALE  
FOOTAGES SHOWN ARE ESTIMATES

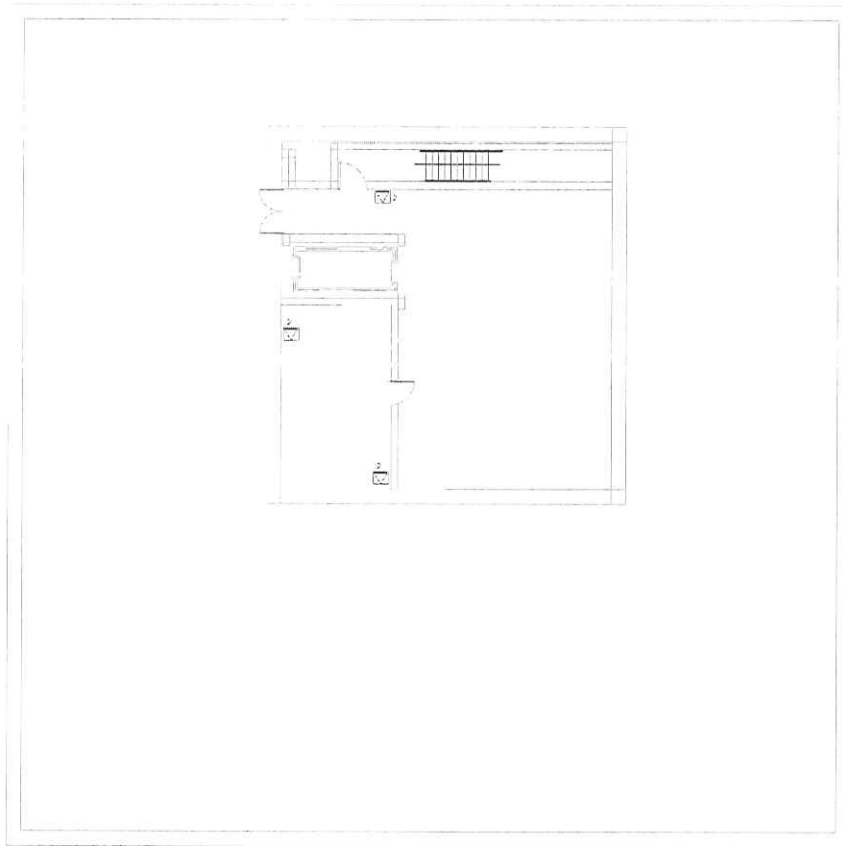
# WV STATE OFFICE BUILDING

LOGAN, LOGAN COUNTY WEST VIRGINIA

Dual Outlets 93  
TOTAL CABLE RUNS 196

LOGAN CONSOLIDATED BLDG.	
LOGAN	WEST VIRGINIA
FIFTH FLOOR PLAN	





PENTHOUSE



PENTHOUSE FLOOR PLAN

DRAWING NOT TO SCALE  
FOOTAGES SHOWN ARE ESTIMATES

WV STATE OFFICE BUILDING

LOGAN, LOGAN COUNTY WEST VIRGINIA

Dual Outlets 3  
TOTAL CABLE PINS 6

LOGAN CONSOLIDATED BLDG.	
LOGAN	WEST VIRGINIA
PENTHOUSE FLOOR PLAN	

# System Agreement

Routing Code: SCPE

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

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

<b>C. Select all applicable options:</b>  <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)  <b>VERIZON MAINTENANCE SERVICES</b>  <input type="checkbox"/> IP PBX Supplemental <input type="checkbox"/> Optical LAN Solutions <input type="checkbox"/> 3x5 Switch & Phones <input type="checkbox"/> 3x5 Switch & Proprietary Phones <input type="checkbox"/> 3x5 Switch Only <input type="checkbox"/> 3x5 Ancillary/Auxiliary Equipment <input type="checkbox"/> 3x5 Nortel Norstar <input type="checkbox"/> 3x5 NEC Electra Elite <input type="checkbox"/> 3x5 Business Communication Manager <input type="checkbox"/> 3x5 Centrex CPE <input type="checkbox"/> 24x7 Switch & Proprietary Phones <input type="checkbox"/> 24x7 Switch Only <input type="checkbox"/> 24x7 Ancillary/Auxiliary Equipment	<b>Verizon Maintenance Services Cont'd.</b>  <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  <b>Third Party Maintenance Services</b> - Third party maintenance will be provided in accordance with (i) the service descriptions of the respective third party maintenance service providers (generally available on their respective websites) and (ii) the relevant terms and conditions of this Agreement, specifically excluding section 3.2 (termination for convenience). <input type="checkbox"/> Nortel Extended Service <input type="checkbox"/> Cisco SMARTnet <input checked="" type="checkbox"/> Other:
---	---

<b>D. Payment Options:</b>  <input checked="" type="checkbox"/> Cash Purchase <input type="checkbox"/> Lease/Financing <input type="checkbox"/> Verizon Credit Inc. <input type="checkbox"/> Third Party Lease/Financing ____ (must have prior written approval of Verizon) <input type="checkbox"/> E-Rate/USF Funding Application No. ____ <input type="checkbox"/> Tax Exempt No. ____
--



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

Equipment and/or Installation Price \$ 367,373.91

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

Maintenance Service

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

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

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

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

**TOTAL PRICE** \$ 367,373.91

## 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
- ☐ Cisco Technology Migration Program Supplement
- ☐ Cisco Try and Buy Program Supplement
- ☐ Data Maintenance Exhibit
- ☐ Equipment Sales and Installation Exhibit
- ☐ E-Rate Funding Related Terms and Conditions
- ☐ International Purchase and Sale Exhibit
- ☐ PBX Mobile Extension
- ☐ Professional Services Exhibit
- ☐ Quote
- ☐ Service Plan Description(s)
- ☒ Statement of Work
- ☐ Statement of Work (Avaya)
- ☐ Voice Maintenance Exhibit

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

Customer Initials



## System Agreement

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

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

**1.2 For Maintenance Services:** Verizon will provide the maintenance services as set forth in the applicable quote and the Maintenance Services Exhibit. The foregoing exhibit does not apply to maintenance services provided by a third party. Third party maintenance will be provided in accordance with (i) the service descriptions of the respective third party maintenance service providers (generally available on their respective websites) and (ii) the relevant terms and conditions of this Agreement, specifically excluding section 3.2 (termination for convenience).

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

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

## 2. Fees and Payment.

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

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

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

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

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

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



## System Agreement

- 3.2.1. for all equipment and services provided up to the date of termination or cancellation, as applicable;
- 3.2.2. for all expenses incurred up to the date of termination or cancellation, as applicable, including but not limited to the costs of terminating purchase orders, return of equipment and/or software (if permitted by Verizon), removal of equipment and/or software and other contractual obligations made by Verizon to meet its obligations under this Agreement or Statement of Work, plus a restocking fee of twenty-five percent (25%) of the cost of any equipment cancelled or returned.
- 3.3. Where multiple Statements of Work are associated with this Agreement, the termination of one or fewer than all of the Statements of Work shall only affect the terminated Statement(s) of Work. The remaining Statement(s) of Work shall remain in effect.
- 3.4. Verizon reserves the right to suspend performance under this Agreement or a Statement of Work if required, in Verizon's sole discretion, by regulation, statute, judicial action or other applicable legal requirement.
- 3.5. Verizon reserves the right to amend the rates, terms and conditions of Service under this Agreement to be effective upon the commencement of any renewal term and without formal amendment of this Agreement by providing Customer written notice thereof prior to the expiration of the then-current term. If Customer is unwilling to accept such amended rates, terms and conditions, Customer shall provide Verizon written notice thereof prior to the expiration of the then-current term, in which event the Service shall terminate upon expiration of the then-current term.
- 3.6. Termination of this Agreement shall not relieve either party of its respective obligations to comply with all terms of this Agreement that expressly call for performance prior or subsequent to the termination date, including without limitation the parties' respective obligations to protect proprietary and confidential information.
4. **Purchase Order.** The parties acknowledge that a Customer purchase order or similar document is intended solely to evidence Customer's intention to purchase equipment, software and/or services set forth therein. Except with respect to a provision in a Customer purchase order or similar document evidencing an intent to be bound by the terms and conditions of an Agreement between Customer and Verizon, the terms and conditions of such Customer purchase order or similar document shall be disregarded and of no force or effect, it being agreed that the terms and conditions of the Agreement between Customer and Verizon shall govern.
5. **Leasing Option.** With Verizon's prior written consent Customer may finance the System or any portion thereof in a separate transaction through a third party leasing company ("Lessor") approved by Verizon, assign its rights and obligations with respect to payment under this Agreement to the Lessor, and/or cause the Lessor to issue a purchase order in a form acceptable to Verizon. Notwithstanding such transaction and/or assignment, Customer shall remain responsible for performance of all of its obligations under this Agreement, including payment in full.
6. **Risk of Loss.** If Verizon installs the System, risk of loss or damage to the System passes to Customer on delivery of the System (including portions thereof) to Customer's site. If Verizon does not install the System, risk of loss or damage to the System (or portions thereof) passes to Customer upon delivery to the carrier.
7. **Title and Security Interest.** Until full payment has been rendered, Customer grants Verizon a purchase money security interest in the System, and agrees to execute all documents necessary to perfect that interest. Upon final payment, title shall pass to Customer and Verizon will release its security interest. Customer will not grant or convey to any other person or entity a security interest in, or permit placement of a lien on, the System unless and until Customer has paid Verizon in full for such System.
8. **Software.** Software provided in conjunction with the System is licensed to Customer under the license provided by the software publisher or by the equipment manufacturer with which the software is provided. Customer shall, if required, execute a separate software license agreement in a form satisfactory to the software publisher or equipment manufacturer.
9. **Customer Responsibilities.** Customer will:
- 9.1. Allow Verizon access for installation, inspection, testing, maintenance and repair of the System and performance of any required activity.
- 9.2. Provide suitable building facilities for the System in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes.





## System Agreement

- 9.3. Provide necessary heating, cooling, humidity and dust control as required by manufacturer specifications.
- 9.4. Remove existing equipment or cable that interferes with System installation.
- 9.5. Identify and disclose to Verizon concealed equipment, wiring or conditions that might be affected by or might affect the installation of the System. Customer shall defend and hold Verizon harmless from any claim, damage or liability resulting from a failure to disclose this information.
- 9.6. Authorize Verizon, at Customer's expense, to make service requests upon third parties for System interconnection requirements, including obtaining telephone service for testing where necessary.
- 9.7. Designate trash deposit points on each floor on which the System is to be installed where Verizon will place waste for removal by Customer.
- 9.8. Cooperate with Verizon's requests for assistance in testing or installation.
- 9.9. Be responsible for providing adequate back-up of data and for restoring data to repaired equipment.
- 9.10. If the System is to be connected to the public network, be solely responsible for selection, implementation and maintenance of security features for defense against unauthorized long distance calling, and for payment of long distance, toll and other telecommunications charges incurred through use of the System.
- 9.11. Immediately notify Verizon of any anticipated delay in building availability or inability to meet any of the above listed requirements.
- 9.12. If ordering Cisco Products or services, acknowledge having read and understand the End User obligations and service descriptions for relevant Cisco products and services as found at [www.cisco.com/go/servicedescriptions](http://www.cisco.com/go/servicedescriptions) or other URL as may be provided by Cisco from time to time. Further, Customer agrees to the terms and conditions of Cisco's Software License Agreement.

### 10. Changes In/Additions to System.

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

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

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



## System Agreement

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

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

### **13. Indemnification and Defense.**

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

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

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

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

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





## System Agreement

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

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

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

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

14.1 Nothing in this Agreement shall prevent either party from using or disclosing any Confidential Information that: (i) has become generally available to the public, other than through any improper action of such party, (ii) is already in the possession of the receiving party and not subject to an existing agreement of confidence between the parties, (iii) is received from a third party without restriction and without breach of this Agreement, (iv) is independently developed by the receiving party as evidenced by its records, or (v) is disclosed pursuant to a valid law, rule, regulation, subpoena, demand, or order of a court or other governmental body or any political subdivision thereof of competent jurisdiction (collectively "demand"); provided, however, that the receiving party shall first have given notice thereof to the disclosing party (unless prohibited by the terms of such request or requirement, or such notice is otherwise prohibited by law) in order to permit the disclosing party to seek reasonable protective arrangements.

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



## System Agreement

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

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

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

**17. Force Majeure.** Neither party shall be liable for any delay or failure in performance under this Agreement arising out of acts or events beyond its reasonable control, including but not limited to acts of God, war, terrorist acts, fire, flood, explosion, riot, embargo, acts of the Government in its sovereign capacity, labor disputes, unavailability of equipment, software or parts from vendors, or changes requested by Customer. The affected party shall provide prompt notice to the other party and shall be excused from performance to the extent of such caused delays or failures, provided that the party so affected shall use reasonable efforts to remove such causes of such delays or failures and both parties shall proceed whenever such causes are removed or cease. If performance of either party is prevented or delayed by circumstances as described in this section for more than ninety (90) days, either party may terminate the affected Service or Statement of Work. Notwithstanding the foregoing, Customer shall not be relieved of its obligation to make any payments, including any late payment charges as provided in Section 2.2, above, that are due to Verizon hereunder.

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

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



## System Agreement

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

**21. Publicity.** Except as required by law, the parties shall keep this Agreement confidential and shall not disclose this Agreement or any of its terms without the other party's written consent. Notwithstanding any contrary term in this Agreement and consistent with applicable law, Verizon may disclose the terms of this Agreement, in whole or in part, to: a) Verizon affiliates; b) Verizon or Verizon affiliate suppliers and/or subcontractors that offer (including new offer or renewal offers), provide, repair, maintain, bill, collect, or perform other functions in connection with Verizon or Verizon affiliate products or services under or in connection with this Agreement; c) successors in interest to Verizon or Verizon affiliates (by merger or otherwise); and/or d) persons to whom Verizon or Verizon affiliates may sell all or part of their respective businesses or assets. Neither party shall use any trademark, trade name, trade dress or any name, picture or logo which is commonly identified with the other party or its affiliates, or from which any association with such party or its affiliates may be inferred or implied, in any manner, including but not limited to advertising, sales promotions, press releases or otherwise, without the prior written permission of such party. Notwithstanding any contrary term in this Agreement, the parties may issue or permit issuance of a press release or other public statement concerning this Agreement, provided, however, that no such release or statement shall be published without the prior mutual consent of the parties.

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

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

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

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

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

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

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

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



## System Agreement

Agreement, a Statement of Work and/or an Exhibit, the following order of precedence shall apply: the Exhibit, this Agreement, and the Statement of Work.

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

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

Customer: \_\_\_\_\_

By:  
Print  
Name:  
Title:  
Date:

Patricia L Myers  
Patricia L Myers  
Manager  
Pricing/Contract Management  
8/24/12

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





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

<b>Customer:</b> State of West Virginia	<b>Quote:</b> 1-M7SDRY
<b>Contract ID:</b> GSD136405	<b>Date:</b> 8/23/12

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

By: Patricia L Myers  
Name: Patricia L Myers  
Title: Manager  
Date: Pricing/Contract Management 8/24/12

**CUSTOMER'S LEGAL NAME:**

State of West Virginia  
Address

Department of Administration  
1900 Kanawha Blvd East  
Building 5, 10th Floor  
Charleston, WV 25305

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

This Statement of Work ("SOW") amends and is a part of the Voice and Data Equipment and Related Services Attachment and related Verizon master services agreement (collectively "Agreement"), entered between Verizon Select Services Inc. ("Verizon"), and State of West Virginia ("Customer"), Contract ID number as shown above, if applicable, executed by both parties as of [redacted], 20 [redacted].

**Description of Project****1. Services.**

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

**2. Scope of Work.**

Verizon proposes the following structured cabling installation services for Customer. Verizon has based the Quote on the cabling solution and technical specifications\* described below. Structured Cabling Services will include the installation of Cat-6A and fiber optic cable and associated support structure as described in State of WV RFQ# GSD136405.

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

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

Verizon will:

- 3.1. Provide installation which complies with standards and codes, including as applicable:
  - NFPA 70 -- National Electric Code
  - ANSI/TIA-568-C.0 -- Generic Telecommunications Cabling for Customer Premises
  - ANSI/TIA-568-C.1 -- Commercial Building Telecommunications Cabling Standard
  - TIA-569-B -- Commercial Building Standard for Telecommunications Pathways and Spaces
  - ANSI/TIA-606-A -- Administration Standard for Commercial Telecommunications Infrastructure
  - ANSI-J-STD-607-A -- Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications
  - TIA-526-7 -- Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant
  - TIA-526-14-A -- Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant
  - ANSI/TIA-758-A -- Customer-Owned Outside Plant Telecommunications Infrastructure Standard
  - ANSI/TIA-942 -- Telecommunications Infrastructure Standard for Data Centers
- 3.2. Provide a single point of contact ("SPOC") who will be responsible and authorized to (i) make all decisions and give all approvals which Customer may need from Verizon, and (ii) provide Customer's personnel on a timely basis with all information, data, and support reasonably required for its performance under this SOW, including but not limited to making available appropriate personnel to work with the Customer as the Customer may reasonably request. (iii) manage and participate in the kickoff discussion, schedule coordination, and acceptance testing.
- 3.3. Deliver the System to the Customer's site(s) shown on the Quote;
- 3.4. Contact the Customer prior to install in order to confirm site readiness;
- 3.5. Provide the labor to complete the project in a good and workmanlike manner ;
- 3.6. Provide progress updates to review actual progress with the Customer SPOC;
- 3.7. Provide a schedule indicating general project deadlines with specific dates relating to the installation of the System;
- 3.8. Coordinate access to the building, daily parking, access to materials, and material storage with the Customer SPOC;
- 3.9. Additional Verizon Deliverables and Documentation:  
N/A

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

Customer must:

- 4.1 Designate a SPOC who will be responsible and authorized to (i) make all decisions and give all approvals which Verizon may need from Customer, and (ii) provide Verizon's personnel on a timely basis with all information, data, access and support reasonably required for its performance under this SOW, including but not limited to making available appropriate personnel to work with Verizon as Verizon may reasonably request.
- 4.2 Confirm and agree to the schedule indicating general project deadlines with specific dates relating to the installation of the System as provided by Verizon;
- 4.3 Provide a soft copy of all related plans clearly depicting installation locations and features that is sufficiently recent, accurate, and detailed to allow Verizon to install the System;
- 4.4 Provide the appropriate security clearances, access badges, and access to buildings and any other structures related to the Project ("Locations") and Training as defined below, if required.. It is the Customer's sole responsibility to provide the necessary means of access to Locations;
- 4.5 Provide prompt physical and electronic access to Locations where Verizon will install the System. NOTE: Wait time in excess of 60 minutes may result in a time and material charge. Verizon will coordinate Project activities in advance in order to allow for timely access and avoid delay.
- 4.6 Remove or move any obstacles required to implement this Project at a Location in a timely manner.
- 4.7 Provide loading dock space and freight elevators at no expense to Verizon. Verizon deliveries shall be scheduled during Office Hours as defined below;
- 4.8 Control all activities associated with the existing Customer equipment, including without limitation changes, additions or deletions of devices made by any non-Verizon provided technicians.
- 4.9 Provide adequate and secure storage space for the Verizon equipment, tools, and materials at the Location;

- 4.10 Unless otherwise provided for in Section 2, Scope of Work, provide sufficient rack space or other appropriate installation location for the System;
- 4.11 Ensure that the Customer's ground meets the recommendations of the System manufacturer. If a new ground work is required, Verizon can perform such work at Customer's request pursuant to a quote;
- 4.12 Ensure that any and all main or intermediate distribution frames ("MDF/IDF") are of sufficient size to accommodate System being installed;
- 4.13 Ensure conformance with any applicable codes, regulations, and laws, including but not limited to electrical, building, safety, and health;
- 4.15 Dispose of all decommissioned equipment, unless provided otherwise in the Quote.  
☐ If this box is checked, Verizon will demolish and dispose of all abandoned cable as required by code. If this box is not checked, Verizon will not demolish and dispose of abandoned cable.
- 4.16 Additional Responsibilities:
- Upon completion, all cabling becomes the sole property of State of West Virginia.
  - Cost associated with the right-of-way, permits and leasing
  - Easements for placing buried conduit
  - Permission from the building owner to excavate the on the property if required
  - Customer is to provide prompt access to the facilities as required completing the installation(s).

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

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

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

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

#### **7. Conditions.**

- 7.1 Structured Cabling Services are generally available within the 48 contiguous United States. Orders for Structured Cabling Services in Alaska and Hawaii must be specifically pre-approved by Verizon.
- 7.2 Structured Cabling Services are performed between the hours of 8:00 a.m. and 5:00 p.m. local time, Monday through Friday, excluding Verizon observed and United States Federal holidays ("Office Hours"). Work extending beyond Office Hours on Monday through Friday and work on Saturday is "Overtime" work. All other periods of work is "Sunday and Holiday Hours" work. If Customer requests that Structured Cabling Services be performed during Overtime or Sunday and Holiday Hours, Customer will pay Verizon its then current time and material labor rate.  
☐ If this box is checked, this project requires work to be performed outside of Office Hours. The Structured Cabling Services will be performed between the hours of 7:00 a.m. to 3:00 p.m. local time. These hours are included in the Quote.
- 7.3 Unless Customer otherwise requests in writing Verizon will, at Customer's expense, apply for permits necessary for Structured Cabling Services.



- 7.4 Verizon will provide Customer written notice indicating the date Structured Cabling Services is complete (the "In-Service Date"). Verizon will attempt to meet Customer's requested In-Service Dates, however Verizon can not guarantee any In-Service Date. In-Service Dates are subject to the availability of materials and resources.
- 7.5 Should Customer request delay of Structured Cabling Services, or should Structured Cabling Services be delayed as a result of Customer's action or inaction, Verizon may store the System, or any portion thereof, at Customer's risk and expense.
- 7.7 Verizon will use reasonable efforts to avoid interruption of Customer's network service during Office Hours. If it is necessary to interrupt network service during Office Hours, Verizon will notify the SPOC at least 48 hours in advance.
- 7.8 Customer will only assign persons to this project that have the necessary skills required to complete the Customer's part of this project.
- 7.9 Customer will allow Verizon access to sites for performance of any required Structured Cabling Service. Customer will notify Verizon of any site-specific requirements that might impact Verizon's ability to access such site, e.g. safety or security training ("Training"). Verizon will comply with such Training requirements however Verizon reserves the right to bill Customer for the time required for Training at Verizon's then current labor rate. Customer will provide necessary badges, escorts, etc. required for site access per Customer's security and safety policies.
- ☐ If this box is checked, Verizon personnel will require additional training for site access.
- 7.10 Additional Conditions  
N/A

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

9. **Warranty**

- 9.1 Verizon warrants the System against defects solely related to Verizon's installation for one year after the System is accepted as provided above. To the extent permitted, manufacturers' end user warranties will be passed through to Customer. Customer will present such warranty claims directly to the manufacturer.
- 9.2 If a manufacturer's end-user warranty is included, Verizon will provide the appropriate certified labor, documentation, and materials to qualify the installation for such warranty.
- ☒ If this box is checked, the System includes manufacturer's warranty.
- 9.3 These warranties do not cover damage to or malfunction of the System caused in whole or in part by Customer or third parties through other than normal use of the System or caused by an event external to the System.
- The warranties contained herein are Customer's sole and exclusive warranties for Structured Cabling Services.

10. **Assumptions**

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

10.3 **Additional Assumptions**

Excluded from this proposal:

- State and Local Sales Tax (if applicable)
- Cost associated with the ILEC services and leasing (if applicable)
  - Pole Attachment Survey
  - Pole-space Leasing
  - Application fees
- Cost associated with "Make Ready Work" required by the ILEC (if applicable)
- Any cost associated with the repair of underground conduits along the route (if applicable)

## Corporate Policy Statement

Policy No.: CPS-103  
Issued: June 22, 2012  
Subject: Authority to Approve Transactions



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

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

Patricia L Myers, Manager, Pricing & Contract Management  
Marsha K Harrell, Senior Consultant, Pricing & Contract Management  
Lisa M Guignard, Director, Pricing & Contract Management  
Christopher W McKeown, Manager, Pricing

and

the authority to perform the following function:

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

This will be effective beginning on July 1, 2012 and ending on June 30, 2013 or before if rescinded by me.

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

### Distribution:

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

### Approved By:

Signature

Date

Anthony Recine

Name

VZ ID

VP, Pricing & Contract Management

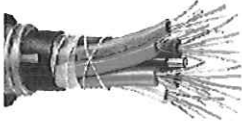
Responsibility Code or Cost Center Code

Delegate's Signature - Lisa M Guignard

Delegate's Signature - Patricia L Myers

Delegate's Signature - Marsha K Harrell

Delegate's Signature - Christopher W McKeown



## STRUCTURED CABLING EXPERIENCE AND REFERENCES

**Verizon** appreciates the opportunity to present our strengths in structured cabling services, to include Category-6A/6/5E Structured Cabling Solutions as well as outside plant fiber, and multi-media applications. Verizon's proposal is a comprehensive solution which meets the advertised requirements of the RFQ GSD136405 presented by the State of West Virginia. We at Verizon understand that choosing a reputable vendor who offers stability and significant resources is one of your greatest priorities. Verizon stands ready and capable to install and support the cable plant serving the Logan Office Building located in Logan, West Virginia.

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

A Leader with over seventy-five years' experience, Verizon is a premier provider of high-growth communications services. Verizon has the skills, experience and resources to design and implement superior information transport system (ITS).

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

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

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

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

Verizon maintains a dedicated team of structured cabling engineer throughout the continental U.S. Our team of structured cabling engineers holds the professional designation of RCDD and demonstrates the expertise in the design, implementation, and integration of telecommunications and data communications transport systems and related infrastructure expressly required for the design of standards based cabling systems. Our Engineers maintains certifications from Systimax, Ortronics, and Siemon Systems companies and is also experienced to perform wireless site surveys.

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

- **Installation**

- Fully licensed, certified, experienced technicians
- Dedicated job supervisors and project managers
- Backbone solutions
- Outside plant implementations
- Underground and aerial
- Data, voice, video and Wireless LAN solutions

- **Services**

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

- **Documentation**

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

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

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

**Subcontractor Information.** Verizon maintains regional subcontracting companies who are qualified and experience Information Transport System installer to perform quality installation. Verizon maintains records on each of their subcontractors to ensure that each sub provides training and certifications on their installation technician. All technicians providing services to Verizon and our customer's will be qualified to perform the work as indicated in each project scope of work.

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

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

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

## **COMPLETED PROJECTS INCLUDE:**

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

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

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

Verizon has supported WVU with quality structured cabling installations for the past 17+ years. These projects provided for the installation of Cat-5e and Cat-6 cabling systems serving the facilities on the Morgantown Campuses as well as fiber optic backbone cabling serving most of the 50+ WVU buildings on the Morgantown and Evansdale Campuses. These projects required the installation underground conduit and manholes, aerial cable installation and inside conduit and raceway with termination, testing and documentation. Fiber backbone design and installation projects include the placement of fiber between the two campuses installed in the underground steam tunnels, beneath the tracks of the PRT and in underground conduit installed. Verizon has also completed Wireless Access site surveys and WAP installation throughout the student dormitory areas of the WVU Campus. The network operating over this structured cable plant installed by Verizon requires continuous operation- 24x7.

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

This project provided for the installation of a fiber optic backbone to serve Ruby Operation Center and Ruby Memorial Hospital. This project required the installation of underground conduit, utility pole placement, and aerial cable installation and inside conduit and raceway with termination, testing and documentation. This fiber backbone consisted of 24,000 feet of 48 Single-mode fiber. The network operating over the fiber backbone installed by Verizon requires continuous operation- 24x7.



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

Verizon has support Marshall University with quality structured cabling installations for the past 10+ years. These projects include the installation of Cat-6 cabling serving the Marshall administrative buildings, and dormitories; 20+ buildings. Verizon has also provided for the installation of a single-mode fiber optic backbone to serve the Marshall Campus facilities encompassing 19+ buildings on the Marshall University campus. This project required the installation of underground duct banks, aerial cable installation and inside conduit and raceway and placement of underground cabling with termination, testing and documentation. This included the fiber backbone from the Marshall campus to Cabell Huntington Medical Center. Verizon has also completed Wireless Access Point cabling and installations throughout the student dormitory areas of the Marshall University Campus. The network operating over this structured cable plant installed by Verizon requires continuous operation- 24x7.

### **Reference information:**

#### ***WVU***

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

#### ***Ruby Memorial Hospital***

Mr. William Miller  
Director  
992 Elmer Prince Drive  
Morgantown, WV 26505  
(304) 598-4918

#### ***Marshall University***

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

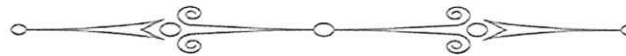
#### ***State of WV***

Mr. Todd McIntyre  
Information Systems Manager, WV DOT  
1900 Kanawha Blvd., East  
Building 5  
Charleston, WV 2305  
(304) 558-9525

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President, BICSI

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**James Donovan**  
Approval

**4th October 2010**  
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