

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

#### Solicitation

NUMBER 631400005 PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

BUYER 33 04-558-2306

TYPE NAME/ADDRESS HERE

500 Westmareland office Ph. Oubar W- 25064 304-746-4434

DIVISION OF HIGHWAYS CHIEF OF INFORMATION SYSTEMS BUILDING 5 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0430 304-558-0408

DATE PRINTED 11/13/2013

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12/18/2013 BID OPENING DATE

RFQ COPY

BID OPENING TIME

1:30PM LINE QUANTITY UOP ITEM NUMBER UNIT PRICE AMOUNT 0001 BA 906-20 \$ 267, 267.63 1 CABLE TELECOMMUNICATIONS DISTRIBUTION SYSTEM REQUEST FOR QUOTATION (ONE-TIME PURCHASE) THE WEST VIRGINIA PURCHASING DIVISION FOR THE AGENCY. THE WEST VIRGINIA DIVISION OF HIGHWAYS IS SOLICITING BIDS FOR THE ONE-TIME PURCHASE OF A CABLE TELECOMMUNICATIONS DISTRIBUTION SYSTEM FOR TWO (2) BUILDINGS LOCATED IN DISTRICT ONE (1) PER THE ATTACHED SPECIFICATIONS. \$ 267, 267, 63 THIS IS THE END OF RFQ 631400005 \*\*\*\*\* TOTAL: RECEIVED 2013 DEC 18 PM 1: 01 WV PURCHASING TELEPHONE 304-746-443 SIGNATURE Splas Executive 61-1352158 ADDRESS CHANGES TO BE NOTED ABOVE

#### INSTRUCTIONS TO VENDORS SUBMITTING BIDS

- 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.	PREB	ID 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
	$\checkmark$	A MANDATORY PRE-BID meeting will be held at the following place and time:
		December 3, 2013 at 10:00 AM EST
		Site Walk Thru at District 4 Headquarter 2460 Murphy's Run Road Bridgeport, WV 26330

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.

**Ouestion Submission Deadline:** 

December 6, 2013 at 5:00 PM EST

Submit Questions to:

Crystal Rink

2019 Washington Street, East Charleston, WV 25305 Fax: 304-558-4115

Email: Crystal.G.Rink@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 Charleston, WV 25305-0130

The bid should contain the considered:	ne information listed be	low on the face of the envelope or the bid may not be
	SEALED BID	
	BUYER:	
	SOLICITATION NO.	
	BID OPENING DATE	B:
	BID OPENING TIME	
	FAX NUMBER:	
technical and one original Division at the address sh	l cost proposal plus NA nown above. Additionation	est for proposal, the Vendor shall submit one original convenience copies of each to the Purchasing ally, the Vendor should identify the bid type as either a denvelope submitted in response to a request for
		Cost Cost
BID OPENING: Bid	s submitted in respo	nse to this Solicitation will be opened at the location
identified below on the d	date and time listed be	low. Delivery of a bid after the bid opening date and time
will result in bid disqua	dification. For purpose	s of this Solicitation, a bid is considered delivered when
time stamped by the offic	ial Purchasing Division	time clock.

Bid Opening Date and Time:

December 18, 2013 at 1:30 PM EST

Bid Opening Location:

Department of Administration, Purchasing Division

2019 Washington Street East 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.

7.

#### 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.	TRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in rdance 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.
	Release Order Limitations: In the event that this contract permits release orders, a release order may only be issued during the time this Contract is in effect. Any release order issued within one year of the expiration of this Contract shall be effective for one year from the date the release order is issued. No release order may be extended beyond one year after this Contract has expired.
	<b>Fixed Period Contract:</b> This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within days.

	One Time Purchase: The term of this Contract shall run from the issuance of the Purchase Order until all of the goods contracted for have been delivered, but in no event shall this Contract extend for more than one fiscal year.
	Other: See attached.
receiv	ICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon ing notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the executed Purchase Order will be considered notice to proceed
	<b>NTITIES:</b> The quantities required under this Contract shall be determined in accordance with tegory that has been identified as applicable to this Contract below.
	<b>Open End Contract:</b> 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.
	NOT receive fully e

- **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 of 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.

<b>V</b>	<b>BID BOND:</b> 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  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.
$\checkmark$	<b>LABOR/MATERIAL PAYMENT BOND:</b> 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.
certific or irre same labor/r	of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide ed checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, vocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and naterial payment bond will only be allowed for projects under \$100,000. Personal or business 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.
$\sqrt{}$	WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall have appropriate workers' compensation insurance and shall provide proof thereof upon request.
	<b>INSURANCE:</b> The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:
	Commercial General Liability Insurance: \$1,000,000.00  Builders Risk Insurance: builders risk – all risk insurance in an amount equal to 100% of the amount of the Contract.
	1 1

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 NA for NA

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, WOMEN-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, women-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 <a href="http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx">http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx</a>. 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. [RESERVED]

- 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 <a href="http://www.state.wv.us/admin/purchase/privacy/default.html">http://www.state.wv.us/admin/purchase/privacy/default.html</a>.
- 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.

follov	ving 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.

Vendor shall provide the Agency and/or the Purchasing Division with the

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

50. REPORTS:

to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

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.

Service providers should contact the West Virginia Division of Protective Services by phone at (304)558-9911 for more information.

- **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 heath, 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.

### **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.

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(Company)	- v
Don't 1/1 -	
(Authorized Signature)	
David Chambers Sples	Executive
(Representative Name, Title)	
304-176 4439 ×5156 FR	304-296-9429
(Phone Number) (Fax Number)	(
12/18/2013	
(Date)	- 0.1 ¥

## ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: 631400005

**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 be	ox next to each addendum rece	ived)	
	Addendum No. 1		Addendum No. 6
	Addendum No. 2		Addendum No. 7
	Addendum No. 3		Addendum No. 8
	Addendum No. 4		Addendum No. 9
	Addendum No. 5		Addendum No. 10
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.			
			Tomerof
			Company
		<	Dall
			Authorized Signature
			12/18/2018
			Date

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

#### Requisition # 631400005

### Installation, testing and acceptance of a structured infrastructure cable telecommunications distribution system.

#### **SPECIFICATIONS**

 PURPOSE AND SCOPE: The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Transportation to establish a contract for the one time purchase of a cable telecommunications distribution system for two buildings located at the <u>DOT DISTRICT 1 HEADQUARTERS COMPLEX</u> located at 1334 Smith Street Charleston, WV 25301

#### **DOH D-1 HQ ADMIN OFFICE BLDG.** (new construction)

**DOH D-1 SRC BLDG.** (renovation construction)

- 2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - **2.1 "Contract Item"** means installation, testing and acceptance of a structured infrastructure cable telecommunications distribution system.
  - 2.2 "Pricing Page" means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A.
  - **2.1 "RFQ"** means the official request for quotation published by the Purchasing Division and identified as 631400005

#### 2.2

#### 2.3 ABBREVIATIONS AND ACRONYMS

ADMIN	Administration
ANSI	American National Standards Institute
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
BICSI	Building Industry Consulting Service International
Bldg.	Building
CAD	Computer Aided Drawing
Cat	Category
D-*	District-Number
DMV	Division of Motor Vehicles
DOH	Division of Highways
DOT	Department of Transportation
ECA	Electronic Components, Assemblies, Equipment & Supplies Association

# REQUEST FOR QUOTATION Requisition # 631400005 Installation, testing and acceptance of a structured infrastructure cable telecommunications distribution system.

EIA	Electronic Industries Alliance
FOB	Free On Board
NEC	National Electrical Code®
NECA	National Electrical Contractors Association
NFPA	National Fire Protection Association
SRC	State Road Commission Building
TER	Telecommunications Equipment Room
TGB	Telecommunications Grounding Busbar
TIA	Telecommunications Industry Association
TMGB	Telecommunications Main Grounding Busbar
U/UTP	Unshielded Twisted Pair
UL	Underwriters Laboratories
ULC	Underwriters Laboratories of Canada
UPS	Uninterruptible Power Supply
VOL	Volume
WAP	Wireless Access Point
WVOT	WV Office of Technology
XHCR	Through penetration firestop devices
XNEZ	Through Penetration Firestop Systems

#### Requisition # 631400005

### Installation, testing and acceptance of a structured infrastructure cable telecommunications distribution system.

#### 3. GENERAL REQUIREMENTS:

- 3.1 Mandatory Contract Item Requirements: Contract items must meet or exceed the mandatory requirements listed below.
  - 3.1.1 Regulations, Codes and Standards for Structured Infrastructure Cable Telecommunications Distribution Systems. Work performed under this Contract must be performed on this project to be installed in accordance with the current edition of the following:

National Electrical Code®
National Electrical Safety Code®
NFPA-70
ANSI/NECA/BICSI-568 Standard for
Installing Commercial Building
Telecommunications Cabling
BICSI Telecommunications Distribution
Methods Manual
BICSI Cabling Installation Manual
ANSI/TIA/EIA Standards published by
Global Engineering
ANSI/TIA/EIA Telecommunications
Building Wiring Standards
ASTM E 814 (ANSI/UL1479)

- 3.1.2 Federal, state, and local codes, rules, regulations, ordinances, and requirements of authorities having jurisdiction governing the work are as fully part of the specifications as if herein repeated or hereto attached. If the contractor should note items in the drawings or the specifications, construction of which would be code violations, promptly call them to the attention of the State of West Virginia's representative in writing. Where the requirements of other sections of the specifications are more stringent than applicable codes, rules, regulations, and ordinances, the specifications shall apply.
- 3.1.3 The Structured Infrastructure Cable Telecommunications Distribution System must be compatible with the existing DOT CommScope iPatch / ImVision system.

#### Requisition # 631400005

### Installation, testing and acceptance of a structured infrastructure cable telecommunications distribution system.

- 3.1.4 All copper cable and fiber as well as all termination and installation material used must be from a single manufacture and provide a 15 year warranty.
  - 3.1.4.1 Alternate bids that are equal and meet or exceed those of a single manufacture specifications and features are invited. In order to receive full consideration, such alternate bids must be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation.
  - **3.1.4.2** The use of brand name or equal specifications is for the purpose of describing the minimum standard of quality, technical performance and installation characteristics required and are not intended to limit or restrict competition.

#### 3.1.5 The intelligent patch panel manager

- 3.1.5.1 The intelligent patch panel manager ties the intelligent patch panels with intelligent patch panels is equipped with a control system, an intelligent patch panel manager, which monitors the status of every port in every intelligent patch panel. Connectivity updates are sent to the infrastructure operations software, which contains a continuously updated database of connectivity information.
- 3.1.6 CommScope (or equal) Category 6A Plenum Cable Specification ETL Verified Category 6A U/UTP Cable, Plenum, blue jacket, 4 pair count, and 1000ft (305 m) length reel.

#### 3.1.7 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,

#### Requisition # 631400005

### Installation, testing and acceptance of a structured infrastructure cable telecommunications distribution system.

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

#### 3.1.8 LABELING

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

#### 3.1.9 AS – BUILT DRAWINGS

Three (3) paper sets of as-built drawings and an electronic media form utilizing AutoCAD and /or Micro Station software. must be delivered to the State of West Virginia within six (6) weeks of acceptance of project by the State of West Virginia.

#### 3.1.10 FIRESTOPPING MATERIALS

- **3.1.10.1** All firestopping will be accomplished using EZ-PATH (or equal) Fire Rated Pathway units.
- 3.1.10.2 Fire rated wiring devices shall bear the UL Classification marking.
- **3.1.10.3** Device shall be tested in accordance with ASTM E 814 (ANSI/UL1479)
- **3.1.10.4** 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.
- **3.1.10.5** The device (per code requirements) shall include both internal and external firestopping.

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### Installation, testing and acceptance of a structured infrastructure cable telecommunications distribution system.

- **3.1.10.6** 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.
- **3.1.10.7** 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.
- **3.1.10.8** The device shall utilize a fire and smoke sealing system that automatically adjusts to the addition or removal of cables.
- **3.1.10.9** 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
- **3.1.10.10** Wiring devices shall be capable of allowing a 0 to 100-percent visual fill of cables.
- **3.1.10.11** 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.
- 3.1.10.12 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.
- **3.1.10.13** Wire devices must be provided with steel wall plates allowing for single or multiple devices to be ganged together.
- 3.1.10.14 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.
- 3.1.10.15 Wiring devices shall be installed in locations where required.
- **3.1.10.16** Install the devices in strict accordance with the approved shop drawings and the equipment manufacturer's recommendations.
- **3.1.10.17** Apply the factory supplied gasket material prior to the installation of the wall plates.

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### Installation, testing and acceptance of a structured infrastructure cable telecommunications distribution system.

- **3.1.10.18** Secure wall plates to devices per the equipment manufacturer's recommendations.
- 3.1.10.19 New and existing raceways, cable trays, and cables for power, data, and communications systems penetrating non-rated and fire-rated floors, walls, and other partitions of building construction shall be firestopped where they penetrate new or existing building construction.
- **3.1.10.20** 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.
- **3.1.10.21** Verify that cabling and other penetrating elements and supporting devices have been completely installed and temporary lines and cables have been removed.
- **3.1.10.22** If required by inspecting authorities expose and remove firestopping to the extent directed by inspecting authority to permit his or her inspection. Reinstall new firestopping and restore where removed for inspection.

#### 3.1.11 SLEEVES

3.1.11.1 Provide sleeves for new conduit and cable penetrations of building construction. Provide through-penetration firestop systems for penetrations through fire-rated walls, floors, and other partitions of building construction. In walls or partitions with 2-hour or less fire ratings, provide only metallic outlet or de vice boxes installed per UL Fire Resistance Director, NEC, and other national building code requirements

#### 3.1.12 FIRESTOP REFERENCES

- 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).

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### Installation, testing and acceptance of a structured infrastructure cable telecommunications distribution system.

- ➤ 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.

#### 3.1.13 CUTTING AND PATCHING

- **3.1.13.1** Vender shall provide openings, cutting, coring, and patching of openings in existing building construction as required.
- **3.1.13.2** Patching includes openings and voids left in existing construction as a result of demolition.
- **3.1.13.3** The work shall include necessary assemblies and materials to maintain required fire ratings.
- **3.1.13.4** Perform cutting as to not impair structural stability of building construction and systems.
- **3.1.13.5** The Work shall be done by crafts persons skilled in the particular trades affected.
- **3.1.13.6** Patching materials shall match existing materials in type and quality. Patching shall be done to match appearance of adjacent surfaces.
- **3.1.13.7** The successful vendor is only responsible for openings in walls that the vendor makes

#### 3.1.14 CLEANING

3.1.14.1 Cleaning shall be performed to the satisfaction of the State of West Virginia's Representative. Unless otherwise indicated, clean shall mean free of dust, dirt, mud, debris, oil, grease, residues, and contamination. Acceptability shall be determined by sight, touch, and wiping with a clean soft cloth and suitable cleaning agent.

#### 3.1.15 Staging of Materials

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### Installation, testing and acceptance of a structured infrastructure cable telecommunications distribution system.

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

#### District 1 Head Quarters Scope of Work

#### 3.2 Workstation area locations as designated on drawings

- 3.2.1 Installation of 210 Cat-6A cable drops and outlets at 110 locations as indicated on drawings. Each workstation area must receive two drops of Category- 6A cable for telecommunications usage extended to the designated Telecommunications Equipment Room
- 3.2.2 Installation of 1 WAP Cat-6A cable drop and outlet located on an exterior wall location of the building per DOT direction. Place a 1" core/sleeve on the exterior wall so that a WAP or Antenna cable can be extended by others.
- 3.2.3 Each cable must be labeled per TIA/EIA-606-A administration standard
- 3.2.4 Each drop must be terminated in a flush faceplate or surface mount box
- 3.2.5 Each flush faceplate or surface mount box must be labeled per TIA/EIA-606-A. Administration Standard
- 3.2.6 All cable installed in modular furniture must be enclosed in the furniture pathways and spaces or duct and / or split loom must be used
- 3.2.7 Each cable drop must be terminated 568B wiring configuration on a Cat.6 blue outlet unless designated otherwise
- 3.2.8 One Cat-6A Patch cable ten foot in length shall be provided for each dual drop location. In addition Cat-6A patch cables ten foot long in an amount that equals 15% of the number required per location shall be provided
- 3.2.9 Install 48 and 24 Port Patch Panels and Wire Managers on the wall with a wall mount swing bracket. If a rack is present or required, use the equipment rack instead

#### 3.3 Telecommunications Equipment Room (TER) as designated on drawings

- 3.3.1 The TER should meet the ANSI/TIA/EIA-569-A standard
- 3.3.2 Each TER should include an environmental monitoring unit
- 3.3.3 Each TER must contain a Telecommunications Grounding Busbar (TGB) and adhere to the TIA/EIA -607 standard where each TGB is connected together with a backbone of insulated stranded (or solid) copper cable. This backbone is connected to a Telecommunications Main Grounding Busbar (TMGB) in the main telecommunications equipment room, which is bonded to the electrical service entrance ground and an earth ground. The grounding system is also bonded to building structural steel on each floor. If only one TER is present then there must be a Telecommunications Main Grounding

#### Requisition # 631400005

### Installation, testing and acceptance of a structured infrastructure cable telecommunications distribution system.

- Busbar (TMGB) in this TER which is bonded to the electrical service entrance ground and an earth ground
- 3.3.4 Each TER must have an equipment/distribution rack or racks determined by the total number of drops to be terminated in the TER and the amount of network equipment to be installed by the WVOT.
- 3.3.5 Each equipment/distribution rack must be secured at two points with one of the points being the solid floor
- **3.3.6** Each equipment/distribution rack must be grounded to the TER grounding Busbar
- 3.3.7 Each equipment/distribution rack must be installed with front and rear cable management for horizontal cables and patch cords
- 3.3.8 Where standards require, overhead ladder or basket cable tray shall be installed to accommodate cables entering the TER and slack loop management
- 3.3.9 Each drop of Cat 6A cable extended to the designated Telecommunications Equipment Room (TER) must be terminated following TIA/EIA 568B standard using the T-568B pin/pair assignment on 24 or 48 port patch panels as required in an amount determined by the total number of drops plus 15% additional empty ports for growth
- 3.3.10 Each 24 port patch panel shall be installed so that there is (at a minimum) a 1u cable manager above or below the panel as well as each 48 port patch panel shall be installed so that there is (at a minimum) a 2u cable manager above and below the panel. There should not be spaces left between the panels and /or cable managers unless directed by WVOT
- 3.3.11 When the installation of patch panels and horizontal cable managers exceeds 40% of an installed rack an additional rack must be installed to allow for Network Hardware and other electronics
- 3.3.12 Twenty Cat-6A Patch cables five foot in length shall be provided for each 24 port patch panel and forty Cat-6A Patch cables five foot in length shall be provided for each 48 port patch panel
- **3.3.13** Install UPS in the TER near or on the rack to be used for network electronics hardware.

#### Requisition # 631400005

## Installation, testing and acceptance of a structured infrastructure cable telecommunications distribution system.

#### SRC Bldg. Scope of Work

### 3.4 Workstation area locations as designated on drawings

- 3.4.1 Installation of 200 Cat-6A cable drops and outlets at 100 locations as indicated on drawings. Each workstation area must receive two drops of Category- 6A cable for telecommunications usage extended to the designated Telecommunications Equipment Room
- 3.4.2 Installation of 1 WAP Cat-6A cable drop and outlet located on an exterior wall location of the building per DOT direction. Place a 1" core/sleeve on the exterior wall so that a WAP or Antenna cable can be extended by others.
- 3.4.3 Each cable must be labeled per TIA/EIA-606-A administration standard
- 3.4.4 Each drop must be terminated in a flush faceplate or surface mount box
- 3.4.5 Each flush faceplate or surface mount box must be labeled per TIA/EIA-606-A. Administration Standard
- 3.4.6 All cable installed in modular furniture must be enclosed in the furniture pathways and spaces or duct and / or split loom must be used
- 3.4.7 Each cable drop must be terminated 568B wiring configuration on a Cat.6 blue outlet unless designated otherwise
- 3.4.8 One Cat-6A Patch cable ten foot in length shall be provided for each dual drop location. In addition Cat-6A patch cables ten foot long in an amount that equals 15% of the number required per location shall be provided
- 3.4.9 Install 48 and 24 Port Patch Panels and Wire Managers on the wall with a wall mount swing bracket. If a rack is present or required, use the equipment rack instead

### 3.5 Telecommunications Equipment Room (TER) as designated on drawings

- 3.5.1 The TER should meet the ANSI/TIA/EIA-569-A standard
- 3.5.2 Each TER should include an environmental monitoring unit
- 3.5.3 Each TER must contain a Telecommunications Grounding Busbar (TGB) and adhere to the TIA/EIA -607 standard where each TGB is connected together with a backbone of insulated stranded (or solid) copper cable. This backbone is connected to a Telecommunications Main Grounding Busbar

#### Requisition # 631400005

### Installation, testing and acceptance of a structured infrastructure cable telecommunications distribution system.

(TMGB) in the main telecommunications equipment room, which is bonded to the electrical service entrance ground and an earth ground. The grounding system is also bonded to building structural steel on each floor. If only one TER is present then there must be a Telecommunications Main Grounding Busbar (TMGB) in this TER which is bonded to the electrical service entrance ground and an earth ground

- 3.5.4 Each TER must have an equipment/distribution rack or racks determined by the total number of drops to be terminated in the TER and the amount of network equipment to be installed by the WVOT.
- 3.5.5 Each equipment/distribution rack must be secured at two points with one of the points being the solid floor
- 3.5.6 Each equipment/distribution rack must be grounded to the TER grounding Busbar
- 3.5.7 Each equipment/distribution rack must be installed with front and rear cable management for horizontal cables and patch cords
- 3.5.8 Where standards require, overhead ladder or basket cable tray shall be installed to accommodate cables entering the TER and slack loop management
- 3.5.9 Each drop of Cat 6A cable extended to the designated Telecommunications Equipment Room (TER) must be terminated following TIA/EIA 568B standard using the T-568B pin/pair assignment on 24 or 48 port patch panels as required in an amount determined by the total number of drops plus 15% additional empty ports for growth
- 3.5.10 Each 24 port patch panel shall be installed so that there is (at a minimum) a 1u cable manager above or below the panel as well as each 48 port patch panel shall be installed so that there is (at a minimum) a 2u cable manager above and below the panel. There should not be spaces left between the panels and /or cable managers unless directed by WVOT
- 3.5.11 When the installation of patch panels and horizontal cable managers exceeds 40% of an installed rack an additional rack must be installed to allow for Network Hardware and other electronics

#### Requisition # 631400005

### Installation, testing and acceptance of a structured infrastructure cable telecommunications distribution system.

- 3.5.12 Twenty Cat-6A Patch cables five foot in length shall be provided for each 24 port patch panel and forty Cat-6A Patch cables five foot in length shall be provided for each 48 port patch panel
- 3.5.13 Install UPS in the TER near or on the rack to be used for network electronics hardware.

#### 3.6 Installation Timeframes

**3.6.1** Vendor shall begin the Contract Items after being awarded this Contract and receiving a purchase order or notice to proceed. The installation completion times run consecutively for locations in this RFQ and are as follows:

<u>District 1 Headquarters</u> = 60 standard business days <u>SRC Building Office</u> = 45 standard business days

**3.6.2** The standard business days include the measuring of the job and the ordering and installation of materials

#### 4. CONTRACT AWARD:

- **4.1 Contract Award:** The Contract is intended to provide Agencies with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.
- **4.2 Pricing Page:** Vendor should complete the Pricing Page by providing a price for all materials, a price for the installation of the materials and a 40 hour labor charge. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Notwithstanding the foregoing, the Purchasing Division may correct errors as it deems appropriate. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

#### 5. PAYMENT:

#### Requisition # 631400005

### Installation, testing and acceptance of a structured infrastructure cable telecommunications distribution system.

**5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia. Progress payments with proper invoicing will be allowed up to 90% completion at mutually agreed upon milestones.

#### 6. DELIVERY AND RETURN:

- 6.1 Shipment and Delivery: Refer to section 3.6 Installation Timeframes
- 6.2 Late Delivery: The Agency placing the order under this Contract must be notified in writing if the shipment of the Contract Items will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the Contract, and/or obtaining the Contract Items from a third party.

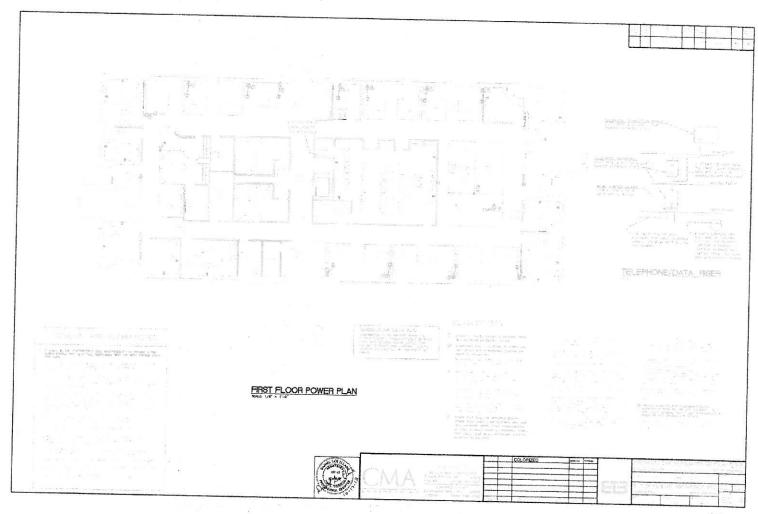
Any Agency seeking to obtain the Contract Items from a third party under this provision must first obtain approval of the Purchasing Division.

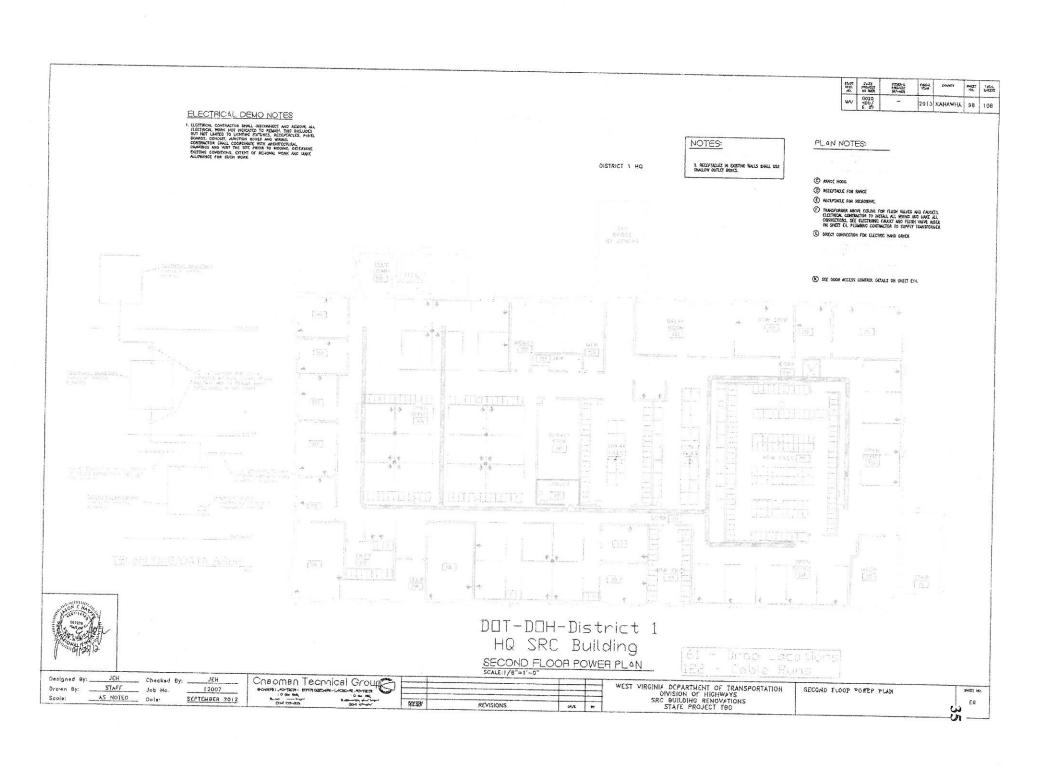
- **6.3 Delivery Payment/Risk of Loss:** Vendor shall deliver the Contract Items F.O.B. destination to the Agency's location.
- 6.4 Return of Unacceptable Items: If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 6.5 Return Due to Agency Error: Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

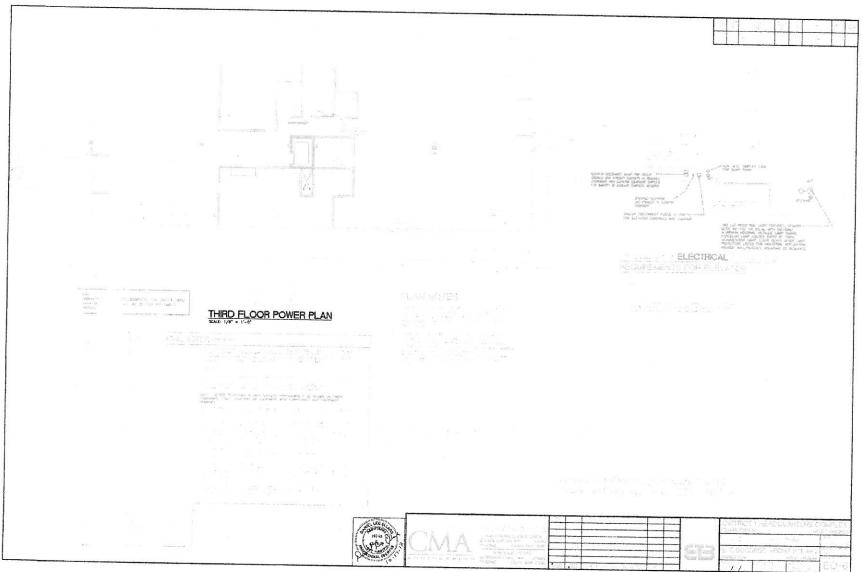
# DOT-DOH-Distric 1 HQ Building FIRST FLOOR

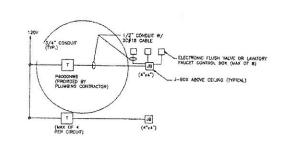
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## ELECTRONIC FAUCET AND FLUSH VALVE RISER

STATE DEST. MS.	STATE PPEARET HUMBER	FEDERAL PROJECT MANDER	riscat YOM	COUNTY	SHEET NO.	POTAL
wv	G020 HDQ/ 6, 07	-	2013	KANAWHA	96	108

#### PLAN NOTES:

0

- SEE THE MARKIFLECTRICK/SPRINGER REGUSERATES FOR ELEVATOR ON SHEET ETA.
- (C) LIFT STATION CONTROL PAREL SEE SHEET PS FOR DETAILS.
- PROVIDE 3P/100A FUSED DISCONNECT SMITCH WITH SHARE TRP, COORDINATE FUSE SIZES WITH ELEVATOR EQUIPMENT MANUFACTURER.
- TRANSPORTER ARMS COUNT FOR FLUSH MANYS AND FAIRCESS ELECTRICAL CONTRACTOR TO SETSLE ALL WERRS AND LINES ALL CONNECTIONS. SEE ELECTRICAL FAIR FAIL ALL WERR AND LINES WALK RISES THIS SHEET, PLUMBING CONFRICTOR TO JURPEY TRANSPORTER.
- © DIFFECT CONHECTION FOR ELECTRIC HAND DRIVER.
- (C) VFD PROMEED BY MECHANICAL CONTRACTOR AND INSTALLED BY ELECTRICAL CONTRACTOR.
- ⊕ COORDINATE INSTALLATION WITH DOOR WANUFACTURES.

### **ELECTRICAL DEMO NOTES**

 CLECTRICAL CONTRACTOR SHALL DISCONNECT AND REMOVE AS ELECTRICAL WORK NOT SHOCKED TO REMAIN THE VISILINES BUT NOT LIBERTO TO LIBERTOR STREAMS, RECEPTIOLISS, PANE BUTLES CONDUST, JUNCTION BOXES AND WIRDLE CONTRACTOR SHALL COORDINATE WITH ADMITTICITIAN, DEWRIEDS AND WHIT THE STE PRICE TO BROOM, DETERMINE CUSTING CONCRIDENCE, EXERT OF REMOVAL WORK AND USER.

#### NOTES

1. ALL CONCERT ENTERING BULLDARD FROM UNDERGROUND SHALL THEN UP INSIDE OF EXTERNOR WALL TO COLUMN ABOVE.

2. RECEPTACLES IN EXISTING WALLS SHALL USE SHALLOW DUTLET BOXES.



DOT-DOH-District 1 HQ SRC Building

BASEMENT POWER PLAN

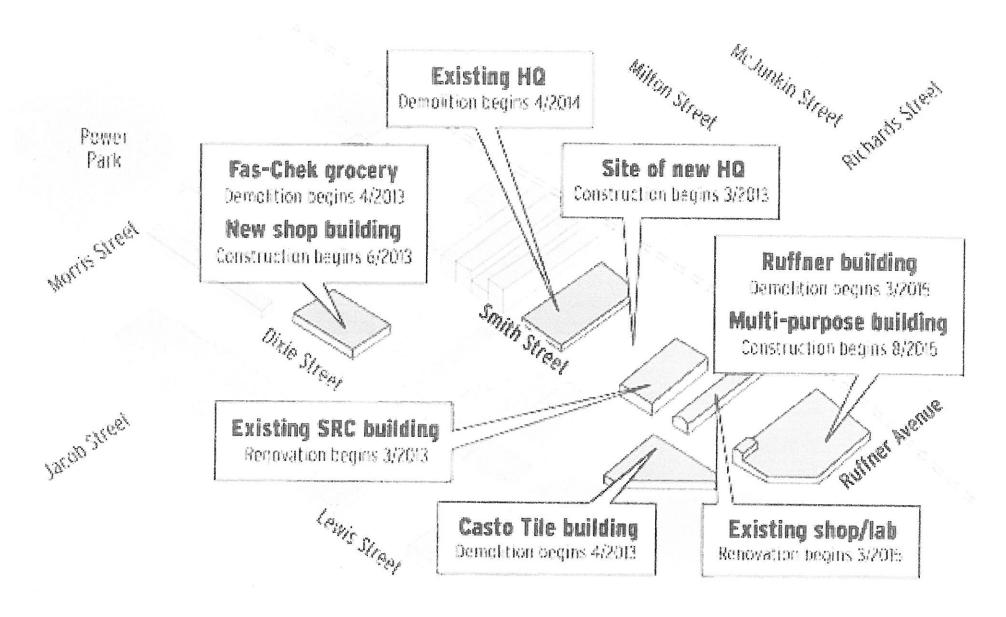
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Designed By: JEH Drawn By: STAFF Scale: AS NOTED	Checked By Job No. Date:	12007 SEPTEMBER 2012	Chapman	Technical (					
The state of the s	. Dure:	SETTEMBER 2012	0004 757-U10	200 F7 em	TEMER	REVISIONS	BATE	84	L

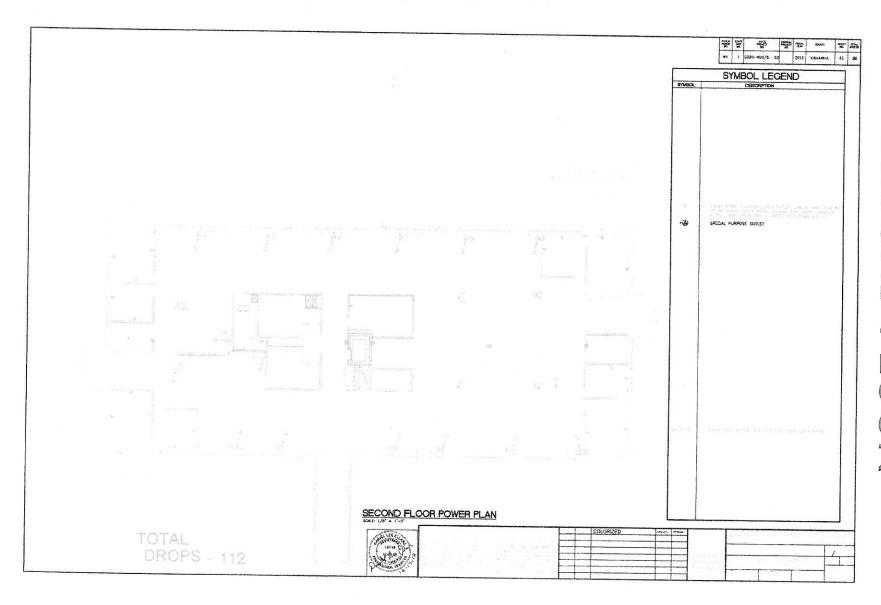
WEST VIRGINIA DEPARTMENT OF TRANSPORTATION DIVISION OF HIGHWAYS SRC BUILDING RENOVATIONS STATE PROJECT 18D

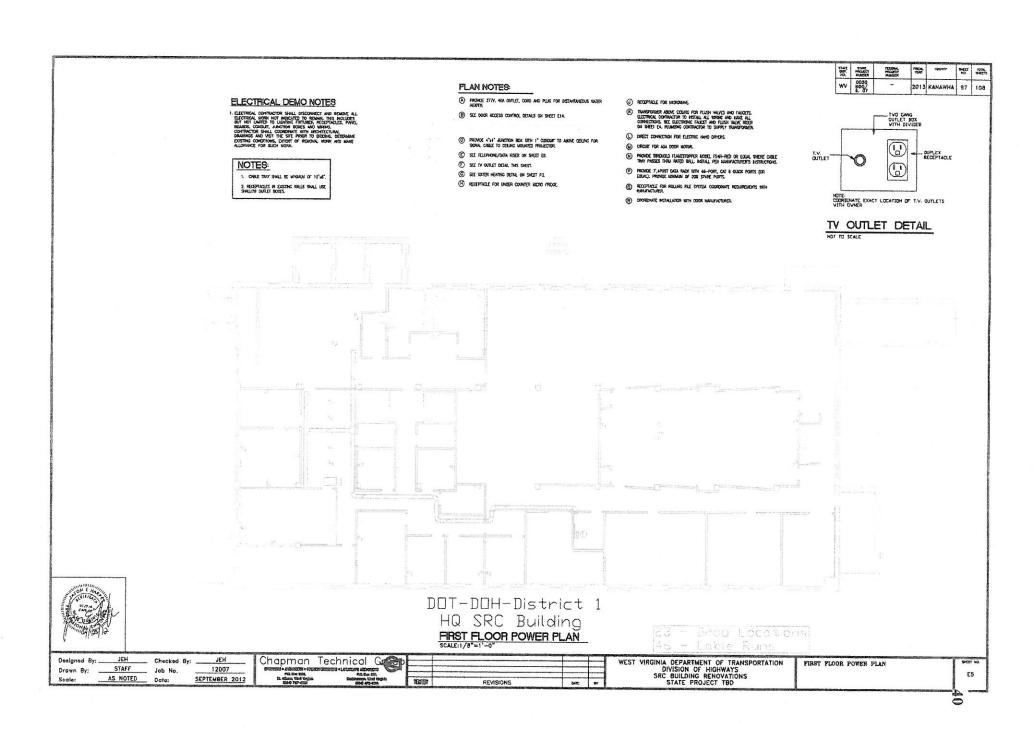
BASEMENT POWER PLAN

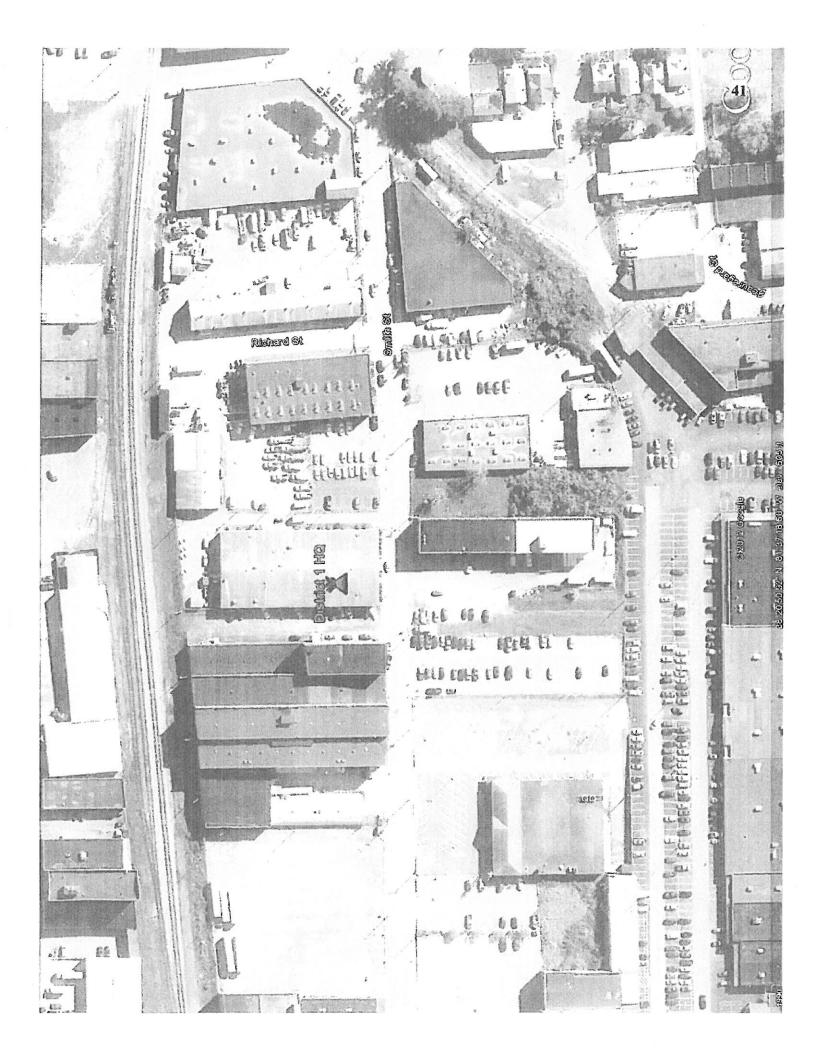
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E4









	BID PRICE SHEET					
PART NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED F	
	WV State Department of Transportation - District 1 HQ and SRC Bldg. Ch.	arleston, W	v	A		
X-30-422	BRADY IDXPERT Labels Size: 1.500" W x 0.750" H Print Area 250	Cart	3	T T	T	
XC-475-422	BRADY IDXPERT GLOSS POLYESTER .475IN X 30 CONT	Cart	1			
XC-1000-595-YL-BK	BRADY IDXPERT OUTDOOR VINYL 1.0IN X 30 FT BK on YL	Cart	1	<b>†</b>		
XC-1000-595-GN-WT	BRADY IDXPERT OUTDOOR VINYL 1.0IN X 30 FT Wf on GN	Cart	1	<del> </del>		
XC-1000-595-BL-WT	BRADY IDXPERT OUTDOOR VINYL 1.0IN X 30 FT WT on BL	Cart	1		1	
XSL-115-427	BRADY IDXPERT Labels 1.500" W x .500" H Print Area Self Lam 250	Cart	8		<b>†</b>	
57014-703	Chatsworth Velocity Standard Pack	Pack	4		<del>                                     </del>	
10250-718	Chatsworth Ladder Tray 18" Section 10'	Feet	6		l	
10595-718	Chatsworth Ladder Tray 18" Top Plate Kit	Each	4		<del>                                     </del>	
11421-718	Chatsworth Ladder Tray 18" Wall Angle Support Kit	Each	6	<b> </b>	<del> </del>	
13912-703	Chatsworth Vertical Wire Manager	Each	2			
760111187	CommScope iPatch System Manager Enterprise 2000	Each	1		<del></del>	
760161380	CommScope 360 IMVISION Controller	Each	2			
CPCSSX2-0ZF005	CommScope 360GS10E MODULAR PATCH CORD 5FT DK BL	Each	500			
CPCSSX2-0ZF007	CommScope 360GS10E MODULAR PATCH CORD 7FT DK BL	-				
CPCSSX2-0ZF010	CommScope 360GS10E MODULAR PATCH CORD 10FT DK BL	Each	250			
760092452	CommScope GigaSPEED XL MGS600 Series Cat 6A U/UTP Info Outlet, 318-blue	Each	250			
760152348	CommScope iPatch 1100GS6 Evolve U/UTP Patch Panel, 48 port	Each	500			
760152363	CommScope iPatch 1100GS6 Evolve U/UTP Patch Panel, 24 port	Each	10			
107952442	CommScope M104 Type Surface Mount Box, four port ivory	Each	2			
108216151		Each	300			
876540410	CommScope Faceplate 4-Hole w/blanks Modular Furniture	Each	200			
760008888	CommScope 10G4 ETL Verified Category 6A U/UTP Cable Plenum	Each	100			
)24-OD-CM-FSUBK/8W012/5K012	Commiscope GigaSPEED® XL 1571 Category 6 U/UTP Cable, outdoor, black	Feet	20			
760103085	CommScope 24 Strand Fiber I/O Plenum TB Composite (12 SM / 12 MM OM4)	Feet	1640			
	CommScope 360G2-1U-MOD-SD 1U Fiber Shelf, sliding	Each	2			
760109470	CommScope 360G2 Catridge 12 LC LazrSPEED, Aqua w/Pigtails, iPatch Ready	Each	2			
760109496	CommScope 360G2 Catridge 12 LC TeraSPEED, Blue w/Pigtails, iPatch Ready	Each	2			
760105148	CommScope (Patch Upgrade Kit for 360G2-1U-MOD Shelves	Each	1			
760039867	CommScope RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray 1U Shelf	Each	4			
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	5			
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			
GB114420TMGBKT	HAGER 1/4" X 4" X 20" TMGB KIT	Each	$-\tilde{i}$			
GBI14212TGBKT	HAGER 1/4" X 2" X 12" TGB KIT	Each	1 1			
RGBHKIT14119.25	HAGER 1/4" X 1" X 19" RACK MOUNT GROUND BAR KIT	Each	4			
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					
SNMPWEBCARD	TRIPP-LITE INT SNMP/WEB UPS ADAPTER	Each	2			
PDUMV30HV	TRIPP-LITE 30A VERT MIRD PDU W/L6-30P	Each	2			
P036-006	TRIPP-LITE 6FT AC POWER SPLITTER CABLE	Each	2			
SR4POST	TRIPP-LITE 45U 4-POST SMARTRACK OPEN FRAME RACK	Each	8			
W02-BW2-1BD	TRIPP-LITE Factory Start-Up	Each	2		Mark of the Assessment of the	
0.117 100	PARTY TO THE CACOUTY STATE OF	Each	2			
			M	aterials Price		
WV State Department of Administration District 1 HO and SRC Ridg Charleston WV Total Bid Price						

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

40

Hour

\$0.00

				AGENCY_(A)
				RFQ/RFP# (B)
(A)	WV State Agency		ALL MEN BY THESE PRES	Bond SENTS, That we, the undersigned,
(B)	(Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right	as Principal, and _	(F)	(D) (E) (E)
(C)	corner of page #1) Your Business Entity Name (or Individual	of the State of	a corporation	organized and existing under the laws h its principal office in the City of
	Name if Sole Proprietor)	(J)	, as Surety, are	held and firmly bound unto The State
(D) (E)	City, Location of your Company State, Location of your Company	of West Virginia,	is Obligee, in the penal sum of	nt of which, well and truly to be made,
(F)	Surety Corporate Name	we jointly and seve	erally bind ourselves, our heirs	administrators executors
(G)	City, Location of Surety	successors and ass		, walliand actors, executors,
(H)	State, Location of Surety			
(1)	State of Surety Incorporation	The Co	ndition of the above obligation	is such that whereas the Principal has submitted to
(J)	City of Surety's Principal Office	the Purchasing Sec	tion of the Department of Adn	ninistration a certain bid or proposal, attached hereto
(K)	Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid"	and made a part he	reof to enter into a contract in	writing for
	or a specific amount on this line in words.		(M)	
<b>(</b> L)	Amount of bond in numbers			
(M)	Brief Description of scope of work			
(N)	Day of the month	None	TYPE PROPERTY	
(O) (P)	Month Year	NOW T	HEREFORE	
(P) (Q)	Name of Business Entity (or Individual Name	(a)	If said bid shall be rejected	
(R)	if Sole Proprietor) Seal of Principal	(b)	If said bid shall be accept	ted and the Principal shall enter into a contract in
(S)	Signature of President, Vice President, or	required by the bid	e old or proposal attached nen	eto and shall furnish any other bonds and insurance other respects perform the agreement created by the
(0)	Authorized Agent	acceptance of said	bid then this obligation shall	Il be null and void, otherwise this obligation shall
(T)	Title of Person Signing for Principal	remain in full force	and effect. It is expressly ur	nderstood and agreed that the liability of the Surety
(U)	Seal of Surety	for any and all cla		ent, exceed the penal amount of this obligation as
(V)	Name of Surety	herein stated		
(W)	Signature of Attorney in Fact of the Surety			
		The Sur	rety for value received, hereb	by stipulates and agrees that the obligations of said
NOTE 1:	Dated Power of Attorney with Surety Seal	Obligae may eccen	snati be in no way impaired o	or affected by any extension of time within which the es hereby waive notice of any such extension.
NOIL.	must accompany this bid bond.	Obligee may accep	t such bid, and said sufery doe	is hereby waive notice of any such extension.
		WITE	NESS, the following signature	es and seals of Principal and Surety, executed and
		sealed by a proper	officer of Principal and Sur	ety, or by Principal individually if Principal is an
		individual, the _(N	day of(0), 20_	( <u>P)</u> .
		Principal Seal		(0)
		i imcipai scai		(O) (Name of Principal)
			(R)	(Tame of Trincipal)
				By(S)
		178.5		(Must be President, Vice President, or
				Duly Authorized Agent)
				(T)
				Title
		Surety Seal		(Y)
		e anne ann ann aite an Tair an Air	(U)	(Name of Surety)
				(W)
				Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

	AgencyREQ.P.O#
BID BOND	
KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,	
of	
of,, a corporation	
with its principal office in the City of	, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligee, in the penal sum of	(\$) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, ad	Iministrators, executors, successors and assigns.
The Condition of the above obligation is such that whereas the Pr Department of Administration a certain bid or proposal, attached hereto and ma	
NOW THEREFORE,  (a) If said bid shall be rejected, or (b) If said bid shall be accepted and the Principal shall enter attached hereto and shall furnish any other bonds and insurance required by the agreement created by the acceptance of said bid, then this obligation shall	he bid or proposal, and shall in all other respects perform
full force and effect. It is expressly understood and agreed that the liability of event, exceed the penal amount of this obligation as herein stated.  The Surety, for the value received, hereby stipulates and agrees that way impaired or affected by any extension of the time within which the Obligwaive notice of any such extension.	the obligations of said Surety and its bond shall be in no
WITNESS, the following signatures and seals of Principal and Surety,	executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, thisday of	
Delivered Cool	
Principal Seal	(Name of Principal)
	Ву
	(Must be President, Vice President, or Duly Authorized Agent)
	(Title)
Surety Seal	(Name of Surety)
	(Name of Surety)

44

IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance, must affix its seal, and must attach a power of attorney with its seal affixed.

Attorney-in-Fact

## RFQ DOT District 1 HQ and SRC Bldg. BID PRICE SHEET

PART NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT	PRICE		TENDE
	WV State Department of Transportation - District 1 HQ and SRC Bldg. Charleston, W	v					HUCL
X-30-422	BRADY IDXPERT Labels Size: 1.500" W x 0.750" H Print Area 250	Cart	3	\$	62.96	\$	18
XC-475-422	BRADY IDXPERT GLOSS POLYESTER .475IN X 30 CONT	Cart	1	\$	59.39	\$	5
XC-1000-595-YL-BK	BRADY IDXPERT OUTDOOR VINYL 1.0IN X 30 FT BK on YL	Cart	1	\$	64.43	\$	ε
XC-1000-595-GN-WT	BRADY IDXPERT OUTDOOR VINYL 1.0IN X 30 FT WT on GN	Cart	1	\$	64.43	\$	(
XC-1000-595-BL-WT	BRADY IDXPERT OUTDOOR VINYL 1.0IN X 30 FT WT on BL	Cart	1	\$	64.43	\$	
XSL-115-427	BRADY IDXPERT Labels 1.500" W x .500" H Print Area Self Lam 250	Cart	8	\$	52.69	\$	4
57014-703	Chatsworth Velocity Standard Pack	Pack	4	\$	463.85	\$	1,8
10250-718	Chatsworth Ladder Tray 18" Section 10'	Feet	6	\$	119.16	\$	7
10595-718	Chatsworth Ladder Tray 18" Top Plate Kit	Each	4	\$	38.73	\$	1
11421-718	Chatsworth Ladder Tray 18" Wall Angle Support Kit	Each	6	\$	30.71	\$	1
13912-703	Chatsworth Vertical Wire Manager	Each	2	\$	276.50	\$	5
EVINTACTSOFTWARE	Leviton Intact Intelligent Port Management Software Included *No Charge	Each	1	\$	51	\$	
LEV4MSYS-KIT	Leviton Intact Device Manager, Hub and Bracket Kit	Each	2	\$	2,137.93	\$	4,2
LEVJRF00-05L	Leviton Intact Cat6A 5' Blue Patch Cable	Each	500	\$	18.98	\$	9,4
LEVJRF00-07L	Leviton Intact Cat6A 7' Blue Patch Cable	Each	250	\$	20.18	\$	5,0
LEVJRF00-10L	Leviton Intact Cat6A 10' Blue Patch Cable	Each	250	\$	22.13	\$	5,5
LEV6110G-RL6	Leviton Cat6A Data Outlet Blue	Each	500	\$	9.05	\$	4,5
LEVINTACT-24HKIT	Leviton Intact 24-Port Patch Panel (*No 48-Port, Need to use Qty:2 24-port kits in place of 48)	Each	22	\$	577.88	\$	12,7
LEVINTACT-24HKIT	Leviton Intact 24-Port Patch Panel	Each	2	\$	577.88	\$	1,1
LEV41089-4IP	Leviton 4-Port Surface Mount Box Ivory	Each	300	\$	3.29	\$	9
LEV49910-EE4	Leviton Modular Furnature Plate	Each	200	\$	5.26	\$	1,0
WCEBT10130484	Berk-Tek LanMark-102, Cat6A Plenum	Each	100	\$	577.45	\$	57,7
WCEBT10139885	Berk-Tek Outdoor, Cat6 Black	Feet	20	\$	312.50	\$	6,2
WCEBT61000065	Berk-Tek 24 Strand Fiber I/O Plenum TB Composite (12 SM / 12 MM OM4)	Feet	1640	\$	5.30	\$	8,6
LEV5R2UH-S06	Leviton Ultra-Series Fiber Enclosure	Each	2	\$	341.35	\$	6
LEV5RKIT-OM3	Leviton IPP OM3 Kit 18PT 1RU	Each	2	\$	507.98	\$	1,0
LEV5RKIT-OS2	Leviton IPP OS2 Kit 18PT 1RU	Each	2	\$	507.98	\$	1,0
N/A	Leviton (Included in the 5RKIT-OM3 and 5RKIT-OS2) *No Charge	Each	1	\$	-	\$	
LEVT5PLS-12F	Leviton 12-Strd Fusion Splice Tray w/Heat Shrink Sleeves	Each	4	\$	26.44	\$	1
LEV4NDRR-M01	Leviton 3 FOOT - LC/LC Jumper Cable - MM	Each	12	\$	42.49	\$	5
LEV4NDRR-M02.5	Leviton 7 FOOT - LC/LC Jumper Cable - MM	Each	12	\$	67.25	\$	8
LEV491RU-HFO	Leviton 1RU Cable Horizontal Cable Management Kit F/O	Each	6	\$	26.98	\$	1
LEV492RU-HFO	Leviton 2RU Cable Horizontal Cable Management Kit F/O	Each	20	\$	32.53	\$	6
LEV51084-ICN	Leviton Port ID Icon 50pk	Each	10	\$	7.49	5	10
RCURN082	GEIST - 102D20ST5-OD Switched Ultra PDU	Each	2	\$	828.80	\$	. 1,6
RTAFHD3-12	GEIST - Remote Temperature, Humidity, Air Flow, and Dew Point Sensor, 12' cord	Each	2	\$	141.99	\$	2
GBI14420TMGBKT	HAGER 1/4" X 4" X 20" TMGB KIT	Each	1	\$	188.64	\$	1
GBI14212TGBKT	HAGER 1/4" X 2" X 12" TGB KIT	Each	1	\$	88.71	\$	
RGBHKIT14119.25	HAGER 1/4" X 1" X 19" RACK MOUNT GROUND BAR KIT	Each	4	\$	46.63	\$	1
IMSOC10-1	Pelco - Sarix MiniDome .5 Megapixel Fixed Camera	Each	2	\$	479.18	\$	9
EZDP44S	STI 44+Single Pathway Kit w/ 1 Pathway, Two (2) Mount Plates And Labels	Each	6	\$	291.25	\$	1,7
EZRCM44S	STI Radius Control Module - One Pair (2) For Use With Series 44+ Pathway	Each	6	\$	10.44	\$	/-
SU16000RT4U	TRIPP-LITE SMARTONLINE 16 KVA HOT-SWAPPABLE UPS	Each	2	\$	9,572.29	\$	19,1
SNMPWEBCARD	TRIPP-LITE INT SNMP/WEB UPS ADAPTER	Each	2	\$	237.78	\$	4
PDUMV30HV	TRIPP-LITE 30A VERT MTRD PDU W/L6-30P	Each	2	\$	262.91	\$	. 5
P036-006	TRIPP-LITE 50A VERT MIRED FOO WILD-SOF	Each	8	\$	20.30	Ŝ	1
SR4POST	TRIPP-LITE OF TACTOWER STETTER CABLE	Each	2	\$	429.35	\$	8
W02-BW2-1BD	TRIPP-LITE 430 4-F031 SMAKTRACK OF ENTRAME RACK	Each	2	s	3,179.35	S	6,3
AAOS-DAAS-TDD	Title Die Lacot, State Op	_		<u> </u>	3,113.33		
	THE PERSON NAMED OF THE PE		erials Price			\$	159,5
	I	nstalla	ation Price				\$107,
	WV State Department of Administration		Total Bid			\$	267,2
	District 1 HQ and SRC Bldg. Charleston, WV						
	District 1 rig and SRC Blug. Charleston, wv		l		05	l	

## THE AMERICAN INSTITUTE OF ARCHITECTS

## AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Pon	neroy iT Solutions Sales Company, Inc.	
500 Westmoreland Office Park, Charleston, WV 25064		
as Principal, hereinafter called the Principal, and Fidelity and	d Deposit Company of Maryland	
1400 American Lane, Tower I, 18th Floor, Schaumburg, IL 6	50196-1056	
a corporation duly organized under the laws of the State of	MD	
as Surety, hereinafter called the Surety, are held and firmly it	bound unto WV Division of Highways	
1900	Kanawha Boulevard East, Charleston, WV 25305	
as Obligee, hereinafter called the Obligee, in the sum of	Five Percent of Amount Bid	
	Dollars (\$ 5%	),
for the payment of which sum well and truly to be made, the executors, administrators, successors and assigns, jointly ar	e said Principal and the said Surety, bind ourselve and severally, firmly by these presents.	es, our heirs,
WHEREAS, the Principal has submitted a bid for Cable Tele	ecommunications Distribution System	
		<u> </u>
NOW, THEREFORE, if the Obligee shall accept the bid of the Obligee in accordance with the terms of such bid, and generated Documents with good and sufficient surety for the payment of labor and materials furnished in the prosecution such Contract and give such bond or bonds, if the Princip penalty hereof between the amount specified in said bid and contract with another party to perform the Work covered by to remain in full force and effect.	live such bond or bonds as may be specified in the faithful performance of such Contract and for thereof, or in the event of the failure of the Principal shall pay to the Obligee the difference not to such larger amount for which the Obligee may	he bidding or r the prompt cipal to enter o exceed the in good faith
Signed and sealed this 18th day of	December	. 2013
11 4-1 1-11	Pomeroy IT Solutions Sales Company, Inc.	,
Monthey Secret - Ritserses	(Principal)	(Seal)
(Witness)	By: Crif 9. Tropst	CFO
A DEPOSIT	Fidelity and American Control of the	(Title)
C/ 10 1 - 11 15 - 151	Fidelity and Deposit Company of Naryland	(Seal)
Mean State 3 1990 (Witness)	to It	(000)
Ada gra hand	Attorney-in-Fact Laurie Pfiling	(Tide)

## **Acknowledgment of Corporate Surety**

STATE O	F_	Minnesota		_ )		
COUNTY	OF	Hennepin		) ss _ )		
On this Laurie Pflug	18	day of	December		_ , 2013	before me appeared, to be known,
	1	duly sworn did sosit Company		the aforesaid Atto	mey-in-Fact of	the
that said authority of	instrume of its Boa	ent was signed	and sealed	on behalf of said	corporation b	eal of said corporation, and by the aforesaid officer, by instrument to be the free act
			(Notary		Public Signat	ure
			(,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		N. C.	COLE CATHERINE LANGER SOTARY PUBLIC - MINNESOTA My Commission Expires January 31, 2018

### 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 JAMES M. CARROLL, 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 Laurie PFLUG, Nicole LANGER, Dennis G. LOOTS, Jill N, SWANSON, Nina E. WERSTEIN, Brian CARPENTER, Barbara L. RAEDEKE and Craig OLMSTEAD, all of Minneapolis, Minnesota, 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 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 August, A.D. 2012.

ATTEST:

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







Br

Assistant Secretary Gregory E. Murray Vice President James M. Carroll

State of Maryland

City of Baltimore

On this 16th day of August, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duty commissioned and qualified, JAMES M. CARROLL, Vice President, and GREGORY E. MURRAY, 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 Companies.

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

Maria D. Adamski, Notary Public My Commission Expires: July 8, 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 sent, 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 of 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 Scal 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 scal 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 duty 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 duty called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced scal 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 hinding upon the Company with the same force and effect as though manually affixed.







Thomas O. McClellan, Vice President

The on well

## 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:

Comfort, WV 25049 My Commission Expires Aug. 22, 2016

"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 exceed 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:	m e go /
Authorized Signature:	Date: /2/18/2013
State of What Unginear	
County of <u>Hanausha</u> , to-wit:	# .0
Taken, subscribed, and sworn to before me this	day of <u>Vec</u> . 20/3
My Commission expires 149 22	
AFFIX SEAL HERE	NOTARY PUBLIC Fuleth A. Swalgrass
	Purchasing Affidavit (Revised 07/01/2012)
OFFICIAL SEAL NOTARY PUBLIC	NOTE:
Judith A. Spodgrass	Vendor and Notary's date must be the same.
48 Snodgrass Lane P.O. Box 336 Comfort My association	Notary required to AFFIX SEAL on Purchasing Affida
My Commission Expires Aug. 22, 2016	

## 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.		preference for the reason checked: ded continuously in West Virginia for four (4) years immediately preced-
_	business continuously in West Virginia for four (4) your ownership interest of Bidder is held by another individual maintained its headquarters or principal place of preceding the date of this certification; or,	esident vendor and has maintained its headquarters or principal place of years immediately preceding the date of this certification; or 80% of the vidual, partnership, association or corporation resident vendor who has business continuously in West Virginia for four (4) years immediately
	Bidder is a nonresident vendor which has an affiliate and which has maintained its headquarters or princ years immediately preceding the date of this certifi	e or subsidiary which employs a minimum of one hundred state residents cipal place of business within West Virginia continuously for the four (4) ication; <b>or</b> ,
2.	Application is made for 2.5% resident vendor project is a resident vendor who certifies that, during on the project being bid are residents of Weinmediately preceding submission of this bid; or,	preference for the reason checked: ing the life of the contract, on average at least 75% of the employees est Virginia who have resided in the state continuously for the two years
3.	affiliate or subsidiary which maintains its headqua minimum of one hundred state residents who cert	num of one hundred state residents or is a nonresident vendor with an arters or principal place of business within West Virginia employing a ifies that, during the life of the contract, on average at least 75% of the mployees are residents of West Virginia who have resided in the state
4.	Application is made for 5% resident vendor pr Bidder meets either the requirement of both subdiv	reference for the reason checked: visions (1) and (2) or subdivision (1) and (3) as stated above; <b>or</b> ,
5.	Bidder is an individual resident vendor who is a veter	preference who is a veteran for the reason checked: ran of the United States armed forces, the reserves or the National Guard or the four years immediately preceding the date on which the bid is
6.	Bidder is a resident vendor who is a veteran of the purposes of producing or distributing the commodit continuously over the entire term of the project, or	preference who is a veteran for the reason checked: United States armed forces, the reserves or the National Guard, if, for ties or completing the project which is the subject of the vendor's bid and n average at least seventy-five percent of the vendor's employees are state continuously for the two immediately preceding years.
7.	dance with West Virginia Code §5A-3-59 and V	resident small, women- and minority-owned business, in accor- West Virginia Code of State Rules. contract award by the Purchasing Division as a certified small, women-
require agains	ements for such preference, the Secretary may order	es that a Bidder receiving preference has failed to continue to meet the rest the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty bid amount and that such penalty will be paid to the contracting agency rechase order.
authori: the req	zes the Department of Revenue to disclose to the Dire	e any reasonably requested information to the Purchasing Division and ector of Purchasing appropriate information verifying that Bidder has paid in does not contain the amounts of taxes paid nor any other information
and ac	ccurate in all respects; and that if a contract is	Code, §61-5-3), Bidder hereby certifies that this certificate is true issued to Bidder and if anything contained within this certificate notify the Purchasing Division in writing immediately.
Bidder	r: Pomeroy	Signed:
Date:	11/18/2013	Title: Sales Executive



>#ZDOR

RFQ COPY

TYPE NAME/ADDRESS HERE

State of West Virginia DP 20 Po Charleston, WV 25305-0130

tate of West Virginia	Solicitation
epartment of Administration	
urchasing Division	
019 Washington Street East	
ost Office Box 50130	

NUMBER 631400005

PAGE

ADDRESS CORRESPONDENCE TO ATTENTION OF

CRYSTAL RINK

304-558-2306

DIVISION OF HIGHWAYS CHIEF OF INFORMATION SYSTEMS BUILDING 5 1 1900 KANAWHA BOULEVARD, EAST CHARLESTON, WV 25305-0430 304-558-0408

LINE	12/18/2 QUANTITY		DAT.		OPENING TIME	1:3,0PM
		90,	NO.	ITEM NUMBER	UNITPRICE	AMOUNT
		A D DEN	10104 270			
			IDUM NO.			
	THIS ADDENDUM	HAS BE	EN ISSU	ED TO MODIF	Y THE ORIGINAL	
	SOLICITATION	PER THE	ATTACH	ED DOCUMENT.	ATION.	
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	CARLE TELECOM	ALLINI'L CON ID.	TONG 5-			
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## SOLICITATION NUMBER: 631400005 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:

<b>STATE</b>		Modify bid opening date and time
browand	-	Modify specifications of product or service being sought
1	1	Attachment of vendor questions and responses
1	/	Attachment of pre-bid sign-in sheet
**************************************		Correction of error
-	1	Other

## Description of Modification to Solicitation:

To provide the answers to vendor technical questions

To provide the pre-bid meeting sign-in sheet

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

# RFQ# 631400005: DOT answers to the submitted questions

## Questions for Bid #'s 631400005

- 1.) 3.1.3 Are You currently utilizing the software in ImVision?
  - 3.1.3 The Structured Infrastructure Cable Telecommunications Distribution System must be compatible with the existing DOT CommScope iPatch / ImVision system.

DOT has purchased the ImVision (iPatch) software; it is currently installed on a DOT server and is in an implementation period.

- 2.) 3.1.4 The specification consists of Chatsworth, CommScope, SPI, Geist, Hager, Tripp-Lite and so on. This would not be a single manufacturer.

  Can you please explain in further detail what you mean by this statement?
  - 3.1.4 All copper cable and fiber as well as all termination and installation material used must be from a single manufacture and provide a 15 year warranty.

This requirement refers to the copper and fiber materials only. This would include (not limited to) cable, patch panels, outlets, faceplate, surface mount boxes, fiber jumpers, copper patch cables, and other material as required by the manufacture to meet their requirements to issue the 15 year warranty.

3.) Can the bid opening be delayed one week?

No. At this point DOT does not see a reason to delay the bid opening.

## Technical Questions for State of WV RFQ# 631400005 (District 1 Cabling)

1) It is my understanding that this project is a Prevailing Wage (Davis-Bacon Act) project. Is this correct?

Yes. It is a WV State constriction project and by law requires prevailing wages to be paid.

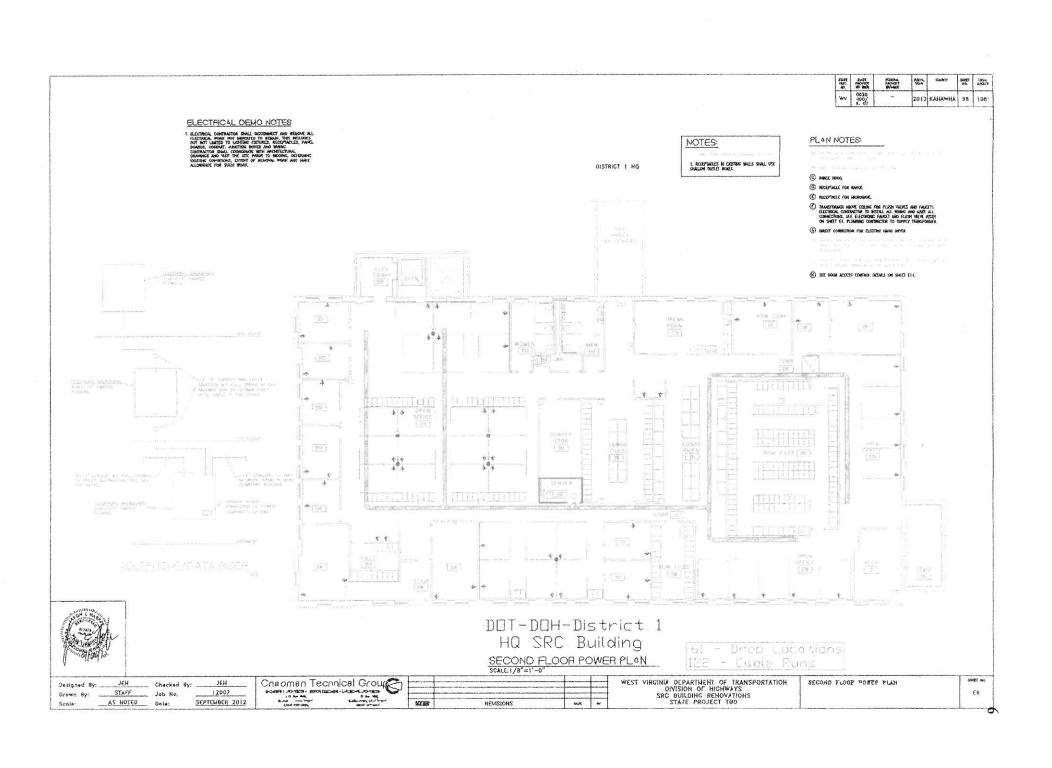
2) It was discussed in the Pre-bid meeting on 12/3/13 that the State desires that the Vendor have an RCDD on staff as well as current SYSTIMAX Certification. Is this a requirement of the RFQ?

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

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

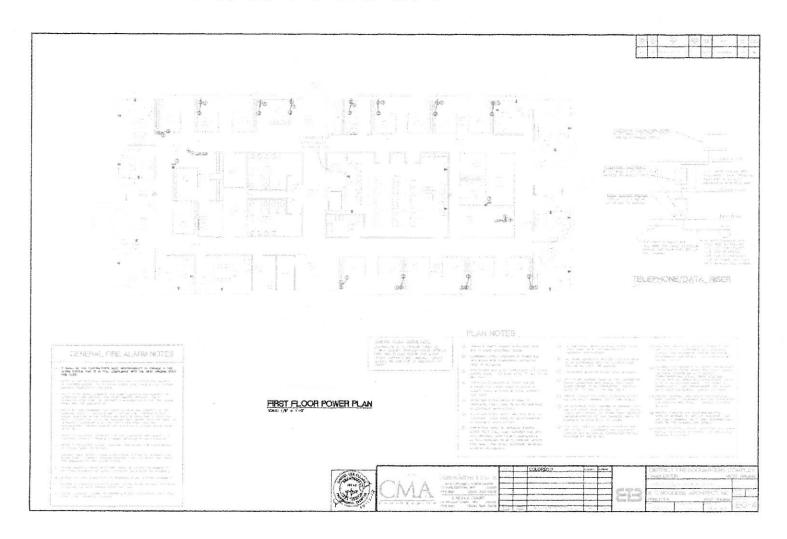
The vendor must provide a telecommunications technician with experience cross connecting fiber cabling, analog, and digital systems in a multi-building campus environment. A list of previous projects shall be available upon request.

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



# DOT-DOH-Distric 1 HQ Building FIRST FLOOR





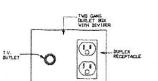
### NOTES:

1. DATE THE SHILL BE REMAND OF 12'NO. 2. RECOPPACES IN ENGINE WALL SHALL USE SHALLOW CHILLY BUDES.

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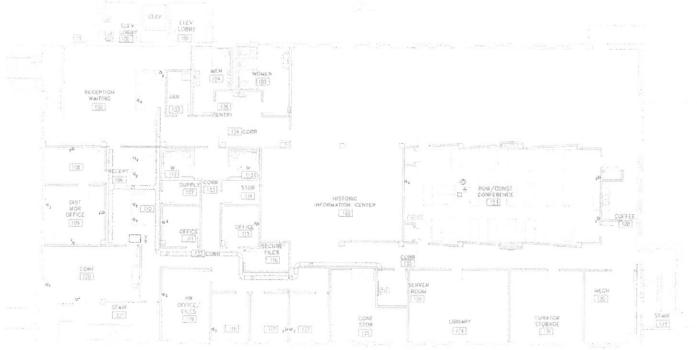
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NOTE: CERTINATE EXACT LEXATION OF T.Y. DUTLETS VETH OWNER

TV OUTLET DETAIL

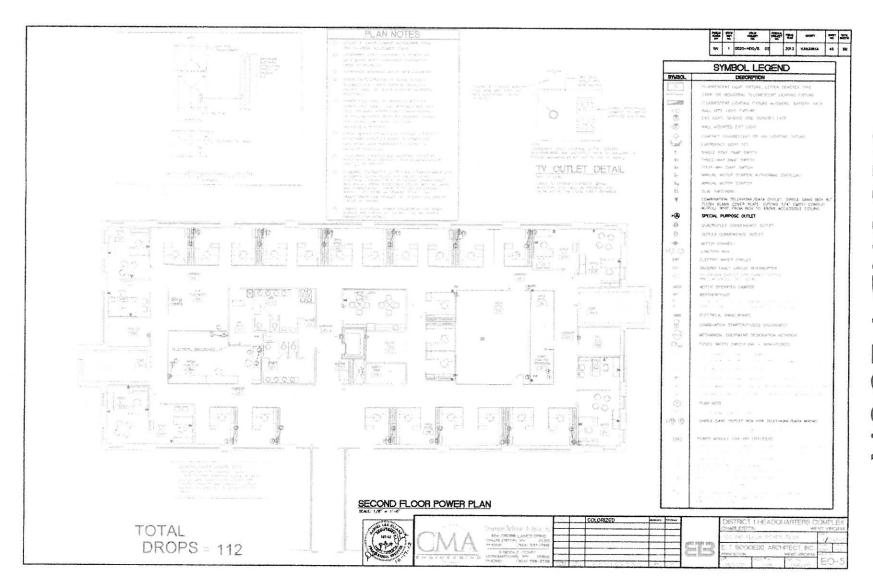




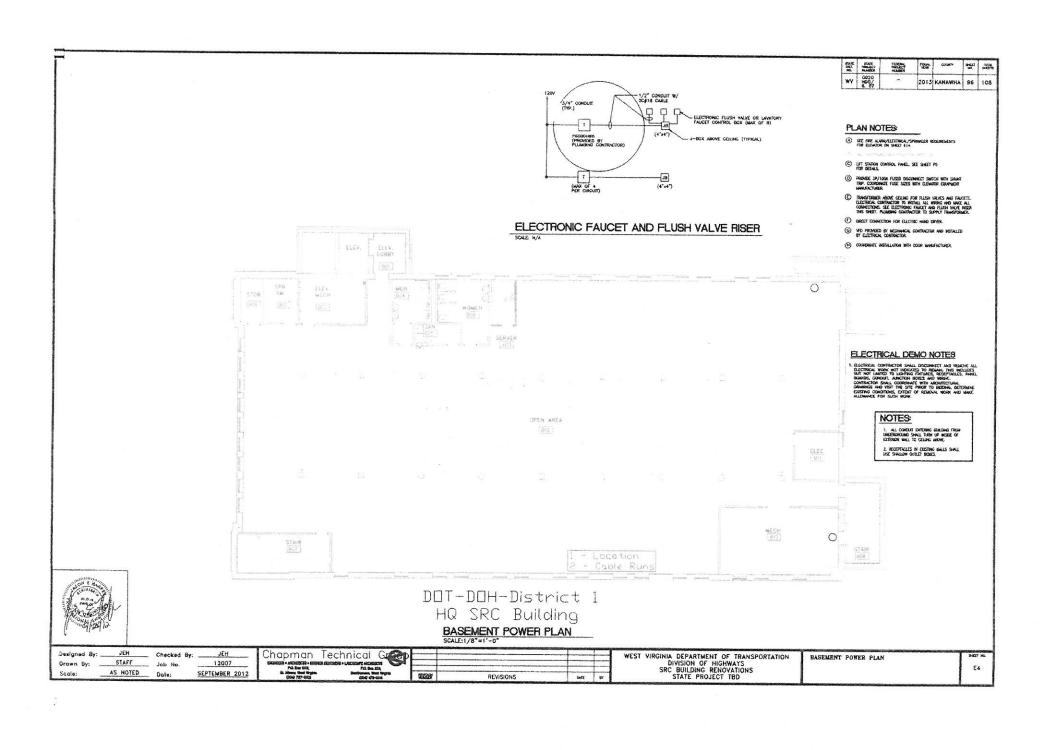
DOT-DOH-District 1 HQ SRC Building
FIRST FLOOR POWER PLAN
SCALETIFO WIT-07

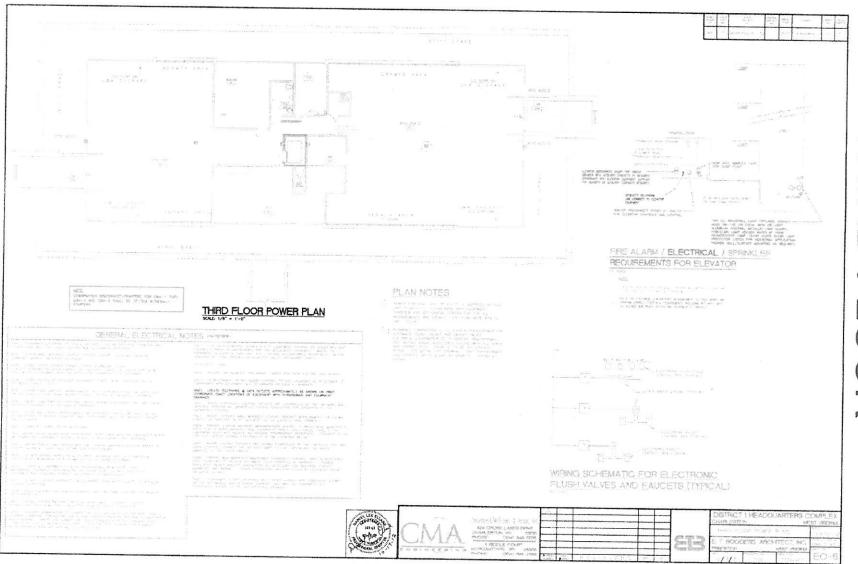
Drop Locations 46 - Cable Runs

Designed By: JEH Checked By: JEH	Chapman Technical Green		WEST VIRGINIA DEPARTMENT OF TRANSPORTATION	PIRST FLOOR POWER PLAN	94027 HO.
Drawn By: STAFF Job No. 12007	RATERIOR - MATERIAL PROSECTO - PROSECTO - L'AUDICANA GEORGICAL		DIVISION OF HIGHWAYS		65 1
Scole: AS NOTED Date: SEPTEMBER 2012	PALADA BIRLA PALADA PALADA BIRLADA BIR	NAME REVISIONS SHOT OF	SRC BUILDING RENOVATIONS STATE PROJECT YED		1 " 1
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	BID PRICE SHEET					
PART NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT	PRICE	EXTENDED PR
	WV State Department of Transportation - District 1 HQ and SRC Bi	dg. Cha	rleston, WV	L		L
X-30-422	BRADY IDXPERT Labels Size: 1.500" W x 0.750" H Print Area 250	Cart	3	I		T
XC-475-422	BRADY IDXPERT GLOSS POLYESTER 475IN X 30 CONT	Cart	1		********	<u> </u>
XC-1000-595-YL-BK	BRADY IDXPERT OUTDOOR VINYL LOIN X 30 FT BK on YL	Cart	i	<b></b>	***************************************	<del> </del>
XC-1000-595-GN-WT	BRADY IDXPERT OUTDOOR VINYL 1.0IN X 30 FT WT on GN	Cart	ī			<del> </del>
XC-1000-595-BL-WT	BRADY IDXPERT OUTDOOR VINYL LOIN X 30 FT WI on BL	Cart	1			
XSL-115-427	BRADY IDXPERT Labels 1 500" W x 500" H Print Area Self Lam 250	Cart	8		• • • • • • • • • • • • • • • • • • • •	
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	2			
CPCSSX2-0ZF005	CommScope 360GS10E MODULAR PATCH CORD 5FT DK BL	Each	500			
CPCSSX2-0ZF007	CommScope 360GS10E MODULAR PATCH CORD 7FT DK BL	Each	250			
CPCSSX2-0ZF010	CommScope 360GS10E MODULAR PATCH CORD 10FT DK BL	Each	250			
760092452	CommScope GigaSPEED XL MGS600 Series Cat 6A U/UTP Info Outlet, 318-blue	Each	500			
760152595	CommScope iPatch 1100GS6 Evolve U/UTP Patch Panel, 48 port	Each	10			
760152587	CommScope iPatch 1100GS6 Evolve U/UTP Patch Panel, 24 port	Each	2			
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	100	***************************************		
760008888	CommScope GigaSPEED® XL 1571 Category 6 U/UTP Cable, outdoor, black	Feet	20			
760106880	CommScope TeraSPEED 12 Strand Fiber I/O Plenum Singlemode	Feet	2000			
760103085	CommScope 360 iPatch® G2 LC Fiber Shelf, sliding	Each	2			
760109496	CommScope 360G2 Catridge 12 LC TeraSPEED, Blue w/Pigtails	Each	2			
760039867	CommScope RS-2AF-16SF RotoSplice Kit E/W 2x Fusion Splice Tray IU Shelf	Each	4			
DW LCLC42-MXF003	CommScope 3 FOOT - LC/LC Jumper Cable - SM	Each	12			**************************************
DW LCLC42-MXF007	CommScope 7 FOOT - LC/LC Jumper Cable - SM	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	5			
RCURN082	GEIST - 102D20ST5-OD Switched Ultra PDU	Each				
RTAFHD3-12	GEIST - Remote Temperature, Humidity, Air Flow, and Dew Point Sensor, 12 cord	Each	2 2			
GBI14420TMGBKT	HAGER 1/4" X 4" X 20" TMGB KIT	Each	- 1			
GBI14212TGBKT	HAGER 1/4" X 2" X 12" TGB KIT	Each				
RGBHKIT14119.25	HAGER 1/4" X 1" X 19" RACK MOUNT GROUND BAR KIT	Each	-!-			
IMSOC10-1	Pelco - Sarix MiniDome .5 Megapixel Fixed Camera	Each	4			
EZDP44S	STI 44+Single Pathway Kit w/ 1 Pathway, Two (2) Mount Plates And Labels	Each	2			
EZRCM44S	STI Radius Control Module - One Pair (2) For Use With Series 44+ Pathway		6			
SU16000RT4U	TRIPP-LITE SMARTONLINE 16 KVA HOT-SWAPPABLE UPS	Each Each	6			
SNMPWEBCARD	TRIPP-LITE INT SNMP/WEB UPS ADAPTER	Each	2			***************************************
PDUMV30HV	TRIPP-LITE 30A VERT MTRD PDU W/L6-30P		2			erecet or to the control of the cont
P036-006	TRIPP-LITE 6FT AC POWER SPLITTER CABLE	Each Each	2			
SR4POST	TRIPP-LITE 45U 4-POST SMARTRACK OPEN FRAME RACK	Each	8			
W02-BW2-1BD	TRIPP-LITE Factory Start-Up	Each	2 2			
			*			
			34	nterials	Princ	
	Materials Price Installation Price					
	WV State Department of Administration District 1 HQ and SRC Bldg. Charleston, WV Total Bid Price					





MANE COMPANY EMAIL PACET

WOOD CRAARD WICKERT WIGHTS STEED, Many 24-538-5121

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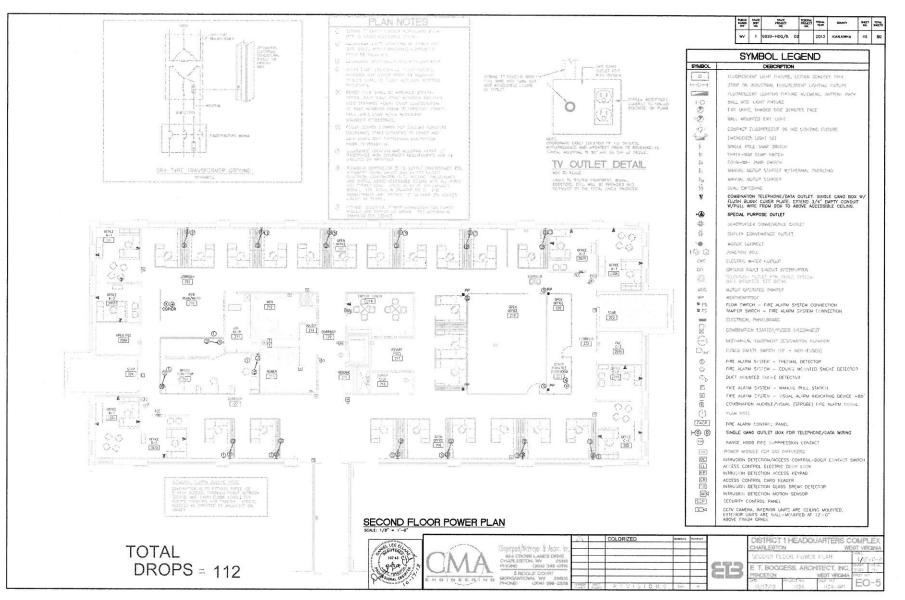
## ADDENDUM ACKNOWLEDGEMENT FORM SOLICITATION NO.: 631400005

**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.

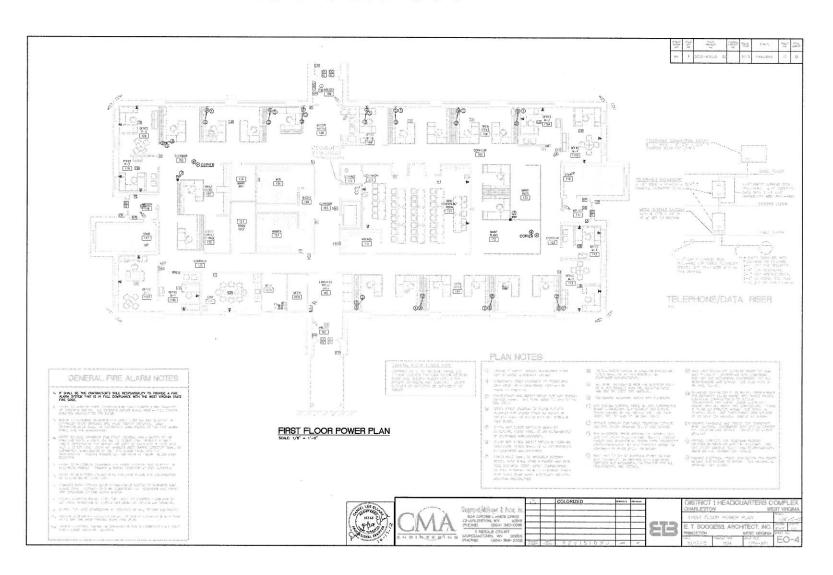
Addendu	m ľ	Numbers Received:			
		ox next to each addendum	received	i)	
Samuel.	]	Addendum No. 1		]	Addendum No. 6
-	]	Addendum No. 2		]	Addendum No. 7
hamman	]	Addendum No. 3		]	Addendum No. 8
-	]	Addendum No. 4		]	Addendum No. 9
(	]	Addendum No. 5	Ĺ	]	Addendum No. 10
further und discussion	ders hel	stand that any verbal repre ld between Vendor's repre	esentatio esentativ	n m es a	Idenda may be cause for rejection of this bid. I ade or assumed to be made during any oral and any state personnel is not binding. Only the ifications by an official addendum is binding.
					Company
			.ee Canada aaa	***************************************	Authorized Signature
			2000 Maria (1900)		Date

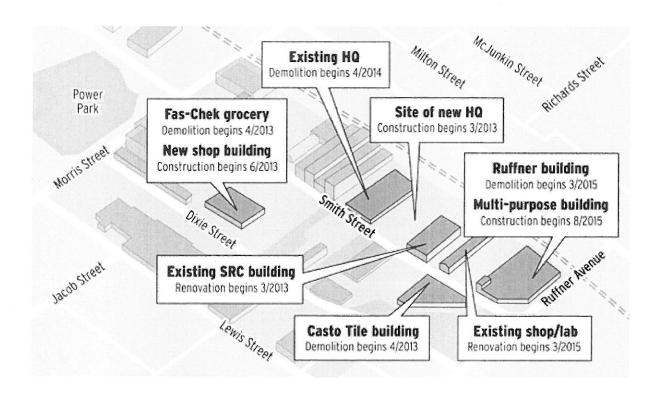
 $NOTE: \ This \ addendum \ acknowledgement \ should \ be \ submitted \ with \ the \ bid \ to \ expedite \ document \ processing.$ 



# DOT-DOH-Distric 1 HQ Building FIRST FLOOR

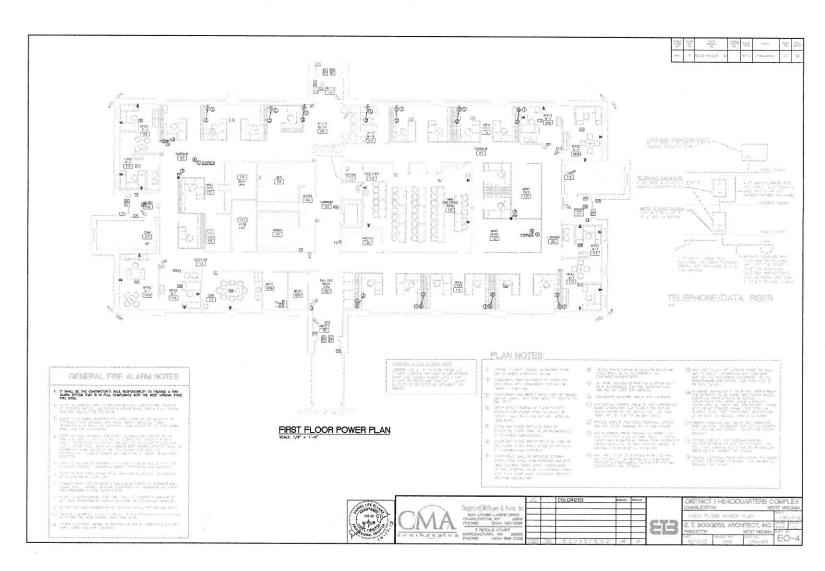
SYMBOL LEGEND					
SYMBOL	DESCRIPTION				
	PLUOPELIONI UGNI FIXTURE LETTEN DENOTES 1.54				
in-out	STAP OF HOUSING TUDALISONS CENTRE PARTIES				
020	FLOOPESCONE DIGHTER PARK W/ENERS BATTERY PACK				
1-0	WAS MID STREET STREET				
9	EST USES, SHOULD SON SONGES FACE				
-00	WALL SCHITTED EST LIGHT				
·\$-	COMPACT PLUGHETERN OF HE LIGHTING PLETURE				
1	EMERGENCY LIGHT SEY				
4	EMPLE POLE TOP SWEDT				
11	THITOCHEAN SNAP INSTON				
Se	(TER-WAY SHAP SHITCH				
\$ <sub>T</sub>	MANUAL WOTON STARTEN WY THERMAL OWERLOOK				
$\xi_{k\ell}$	MANUAL MOTERN STAGETH				
14	DUAL SWITCHES				
¥	COMBINATION TELEPHONE/DATA OUTLET. SINGLE GAME BOX V FLUSH BLANK COVER PLATE, EXTEND 3/4" EMPTY CONDUIT W/PULL WIRE FROM BOX TO ABOVE ACCESSIBLE CILLING.				
HA	STEON PURPLE (ULT)				
45	GROWING CONTACTOR OFFICE				
Ø	DISPLEX COMPRIENCE -SUPLEY				
	Medical Constant				
HOO	JUSTION BOY				
PWP 192					
Dir.	CHICTHE WATER COLUMN DETERMATER ARCHES FALSE COLUMN DETERMATER				
63	THE STATE OF THE S				
M03	WITCH OF EARIED COMPON				
5677	NEATHERADO				
B 13 B 15	FLOW SWITCH - FIRE ALARM SYSTEM CONNECTION TAMPER SWITCH - FIRE ALARM SYSTEM CONNECTION				
men	ELECTRICAL POPELISCRIP				
12	COMBRATION STATER/PURED DISCONNECT				
0	METAPOR EQUIPMENT DESCRIPTION ASSAURT				
D <sub>M</sub>	FUSCP SAFETY SWITCH DRF - NON-FUSED)				
(D)	FIRE ALARM SYSTEM - THERMAL DETECTOR FIRE ALARM SYSTEM - CELLING MOUNTED SMOKE DETECTOR				
© <sub>0</sub>	DUCT MOUNTED SMOVE DETECTOR				
£3 ⊞	FIRE ALARM SYSTEM - MANUAL PULL STATION FIRE ALARM SYSTEM - VISUAL ALARM INDICATING DEVICE + 81				
9	COMBINATION AUDIBLE, VISUAL (STRONE) FIRE ALARM SICHAL				
0	PLAN WITE				
TACP	FISE ALARM CONTPOL PANEL				
H(0) (0)	SINGLE GANG DUFLET BOX FOR TELEPHONE/DATA WHENG				
@	RANCE HOOD FIRE SUPPRESSION CONTACT				
[94]	POWER MODILE FOR THY DEFLUCITS				
9E 35 55	INTERIOR DETECTION, ACCESS CONTROL—DOOR CONTACT SWITE ACCESS CONTROL LECTURE DOCE LOCK INTERIOR DETECTION ACCESS XEVRAD. ACCESS CONTROL LOCK PRACE! INTERIOR CONTROL CONTROL PRACE! INTERIOR CONTROL CONTROL SERVICE INTERIOR CONTROL PRACE!				
[C]4	SECOND COMPAN, INTERIOR UNITS ARE COUNCIL MOUNTED, EXTERIOR UNITS ARE WALL-MOUNTED AT 12"-0" AGUSE RIGHM GRACE				

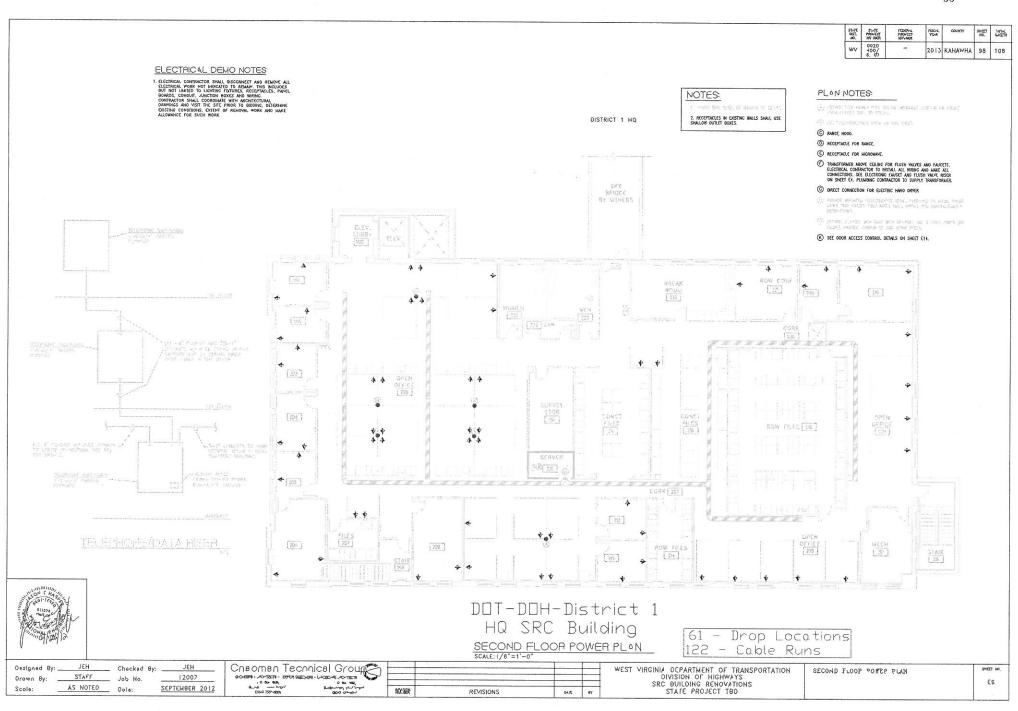




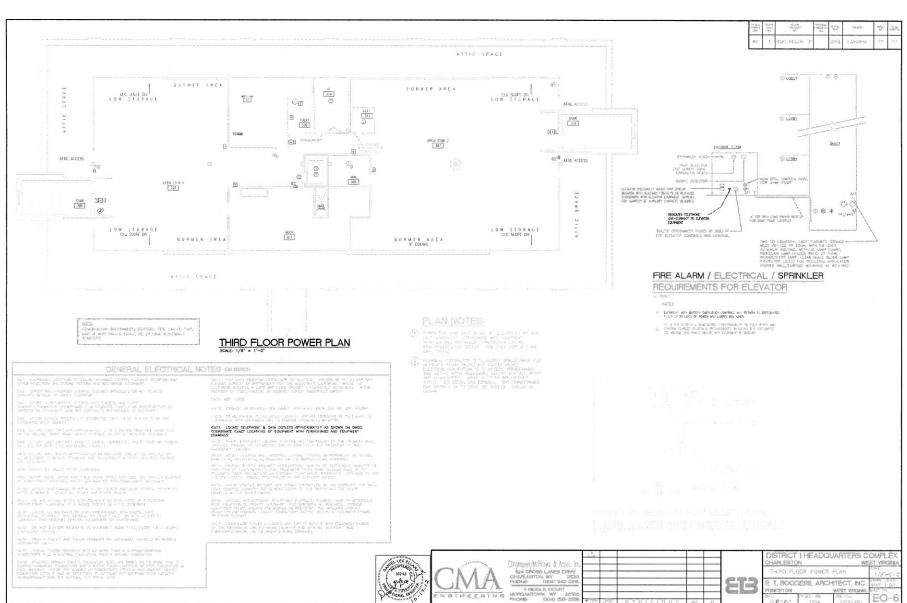
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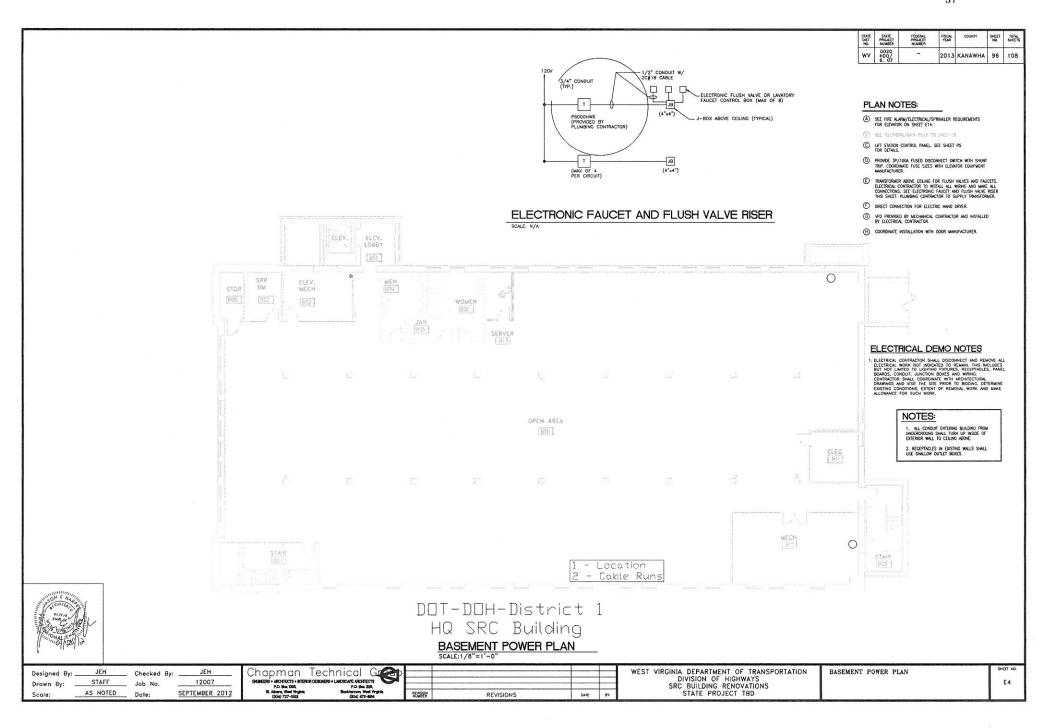


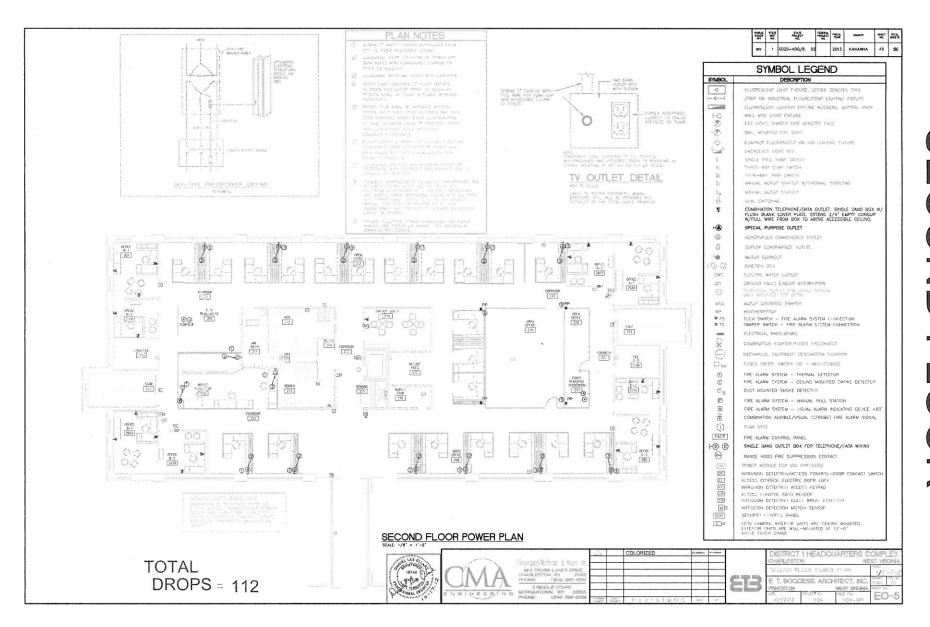


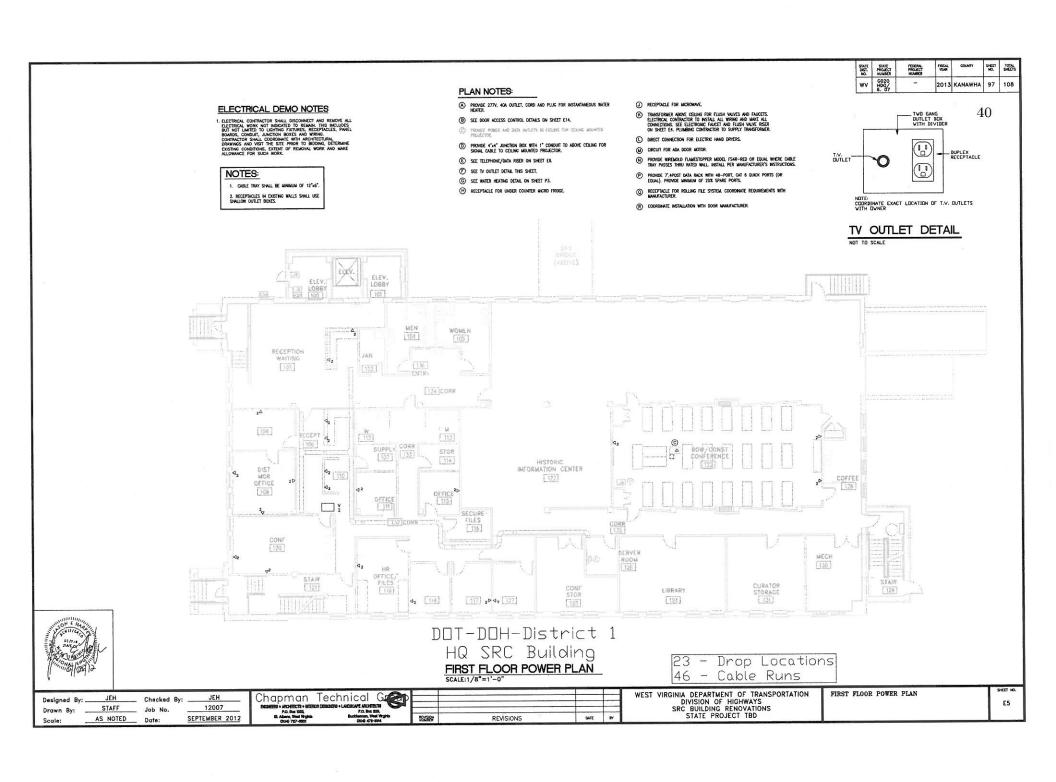


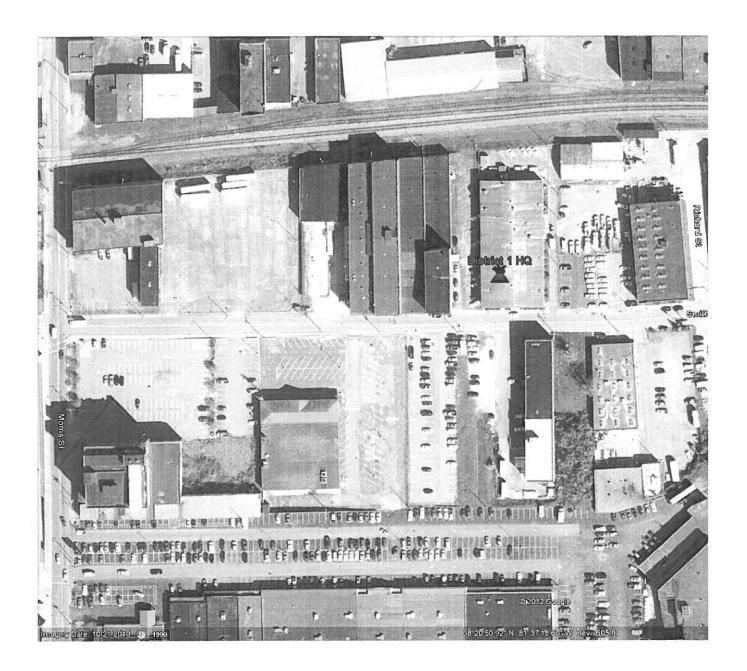






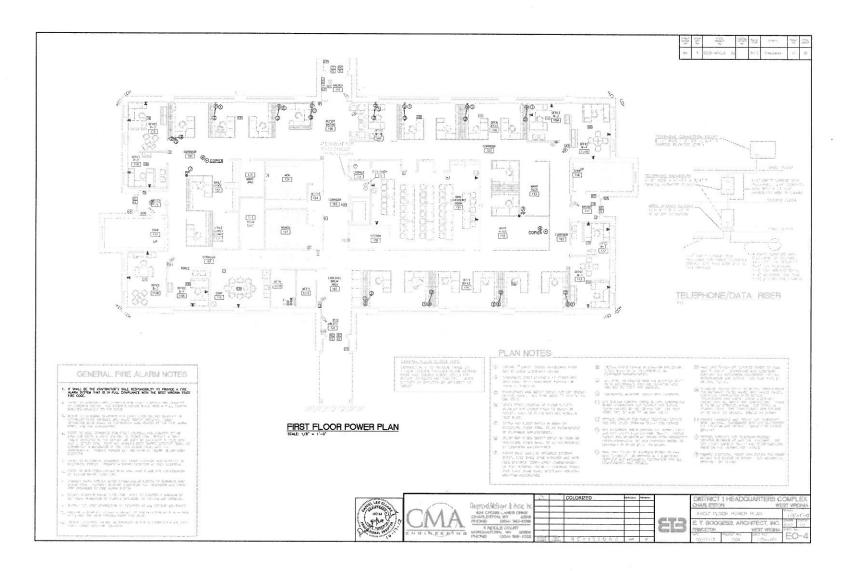


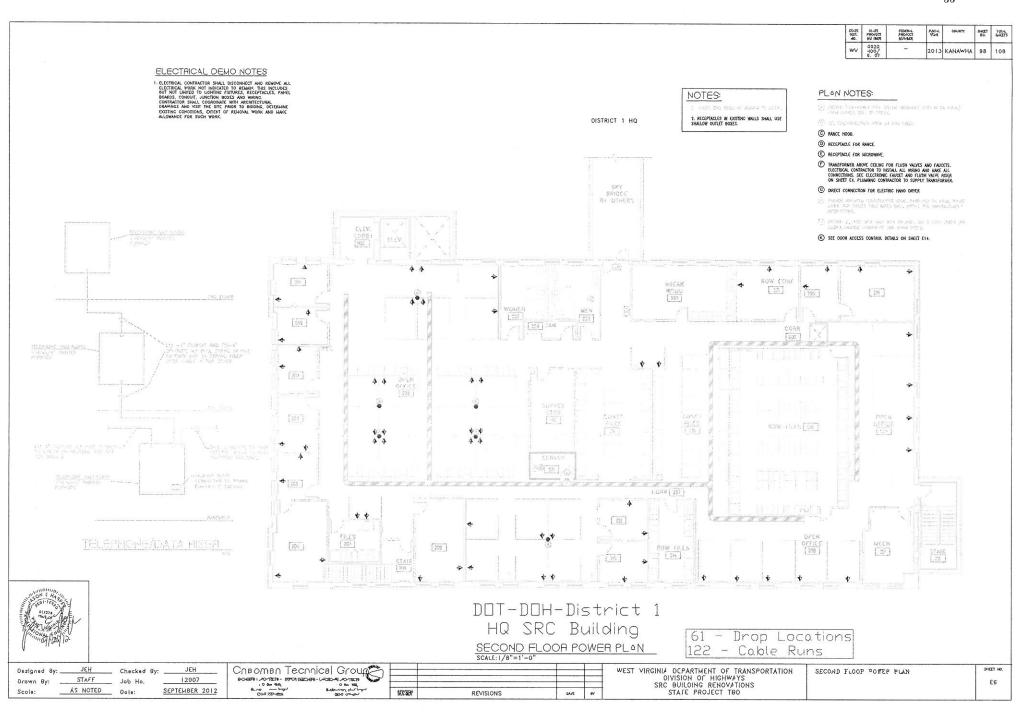




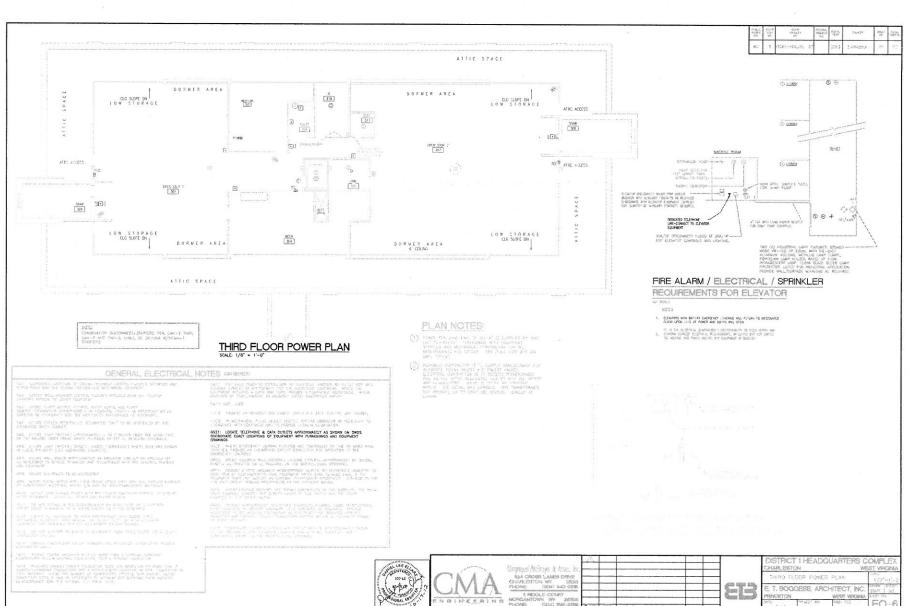
## DOT-DOH-Distric 1 HQ Building FIRST FLOOR

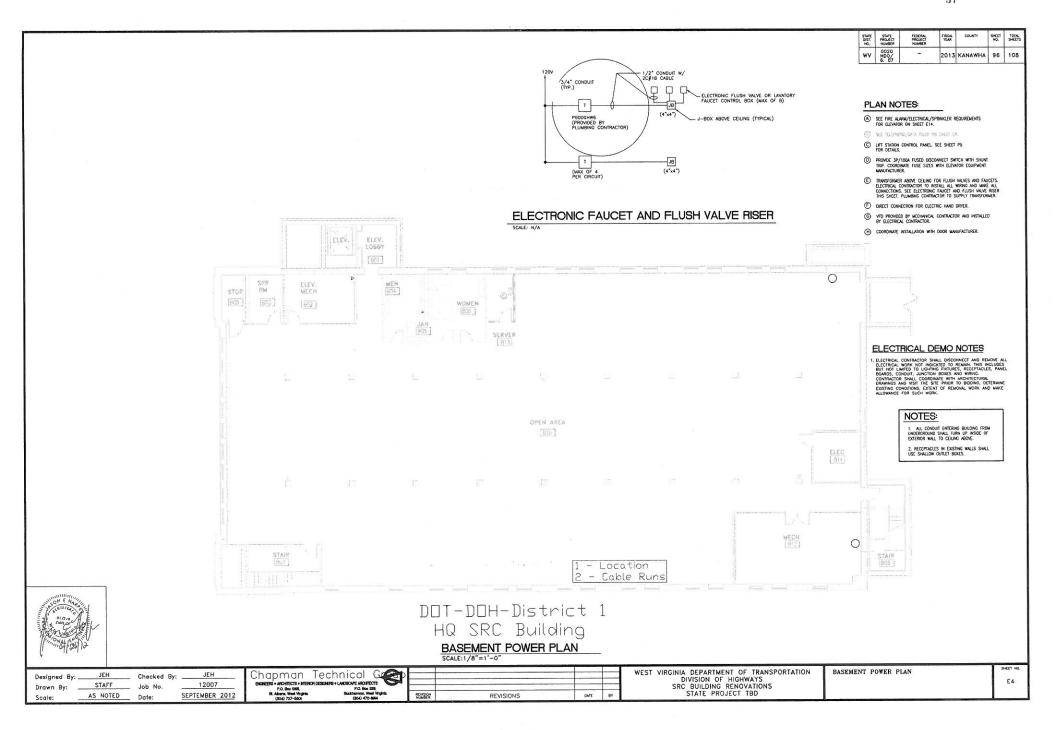


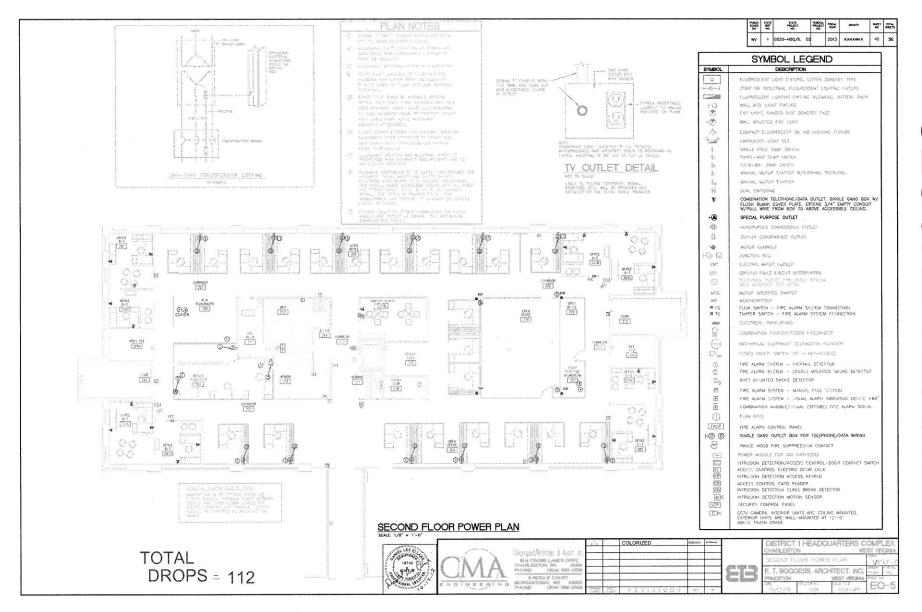


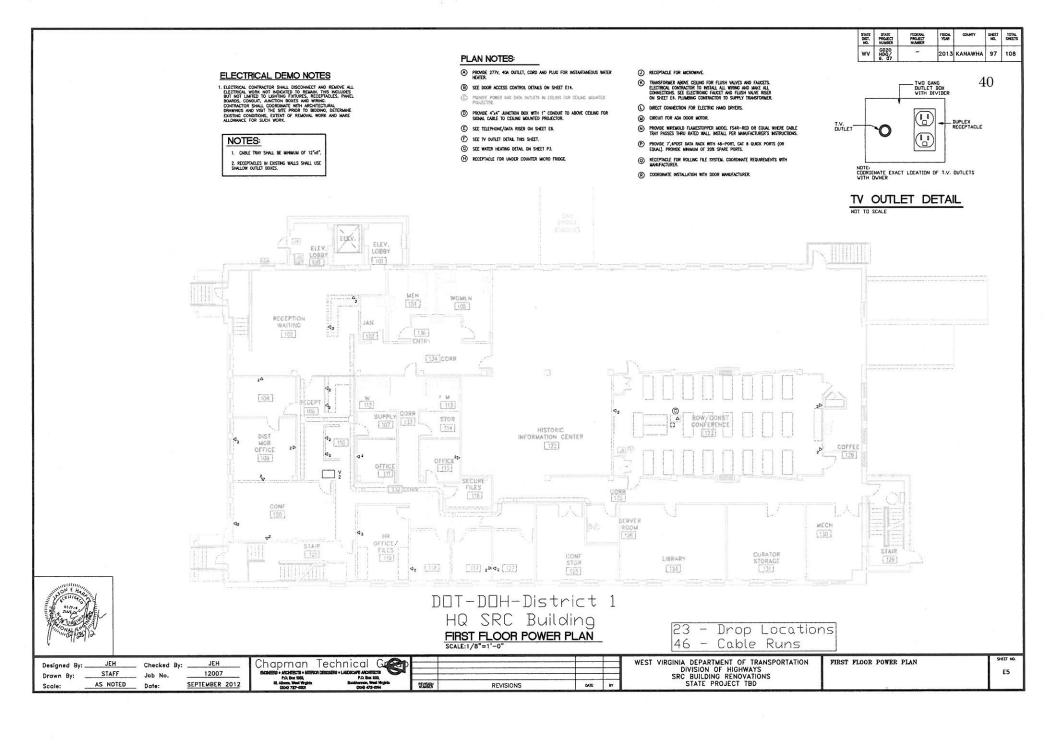


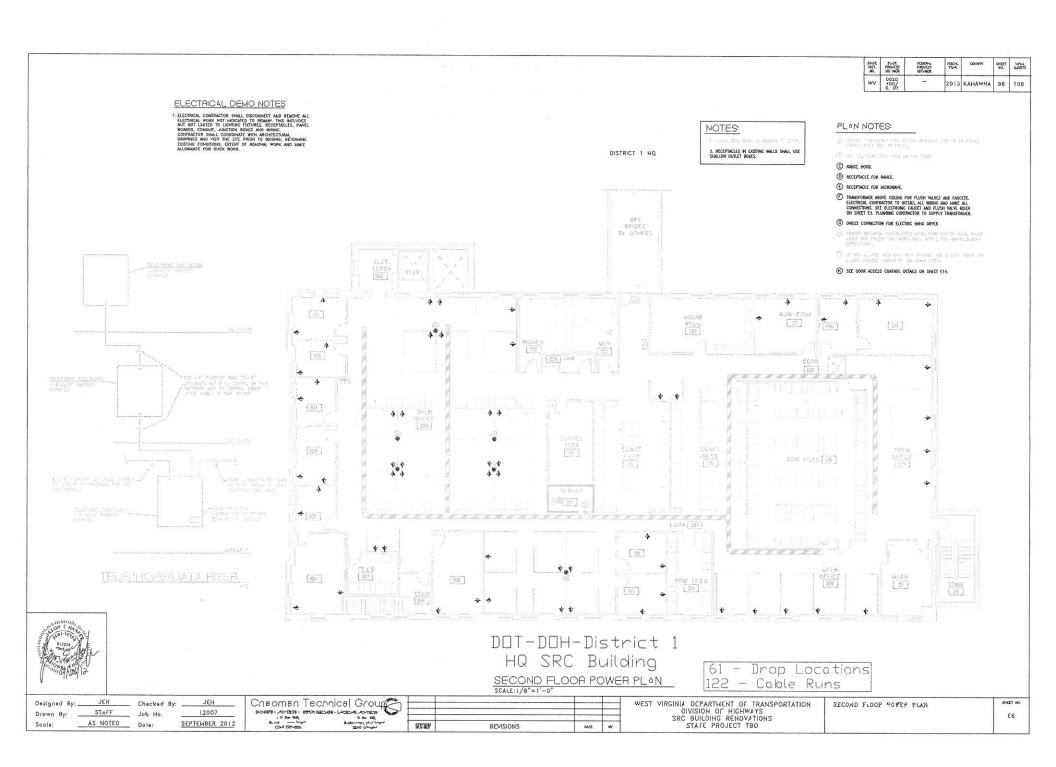


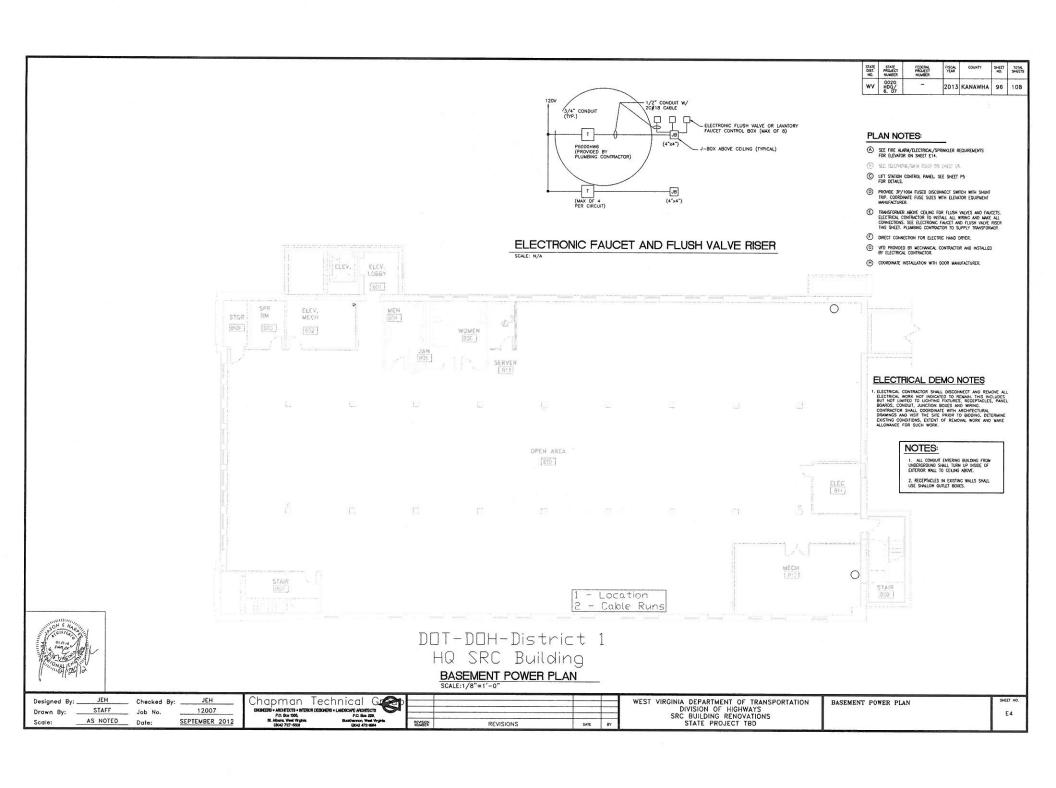












T. BOGGESS, ARCHITECT, INC.

WEST VIRONIA

