A RESPONSE TO

The State of West Virginia Division of Highways

For

RFQ# 631400040
A Request for Proposal to Provide Cable Telecommunications System Installation

June 25, 2014



Presented by:

Chip Merritt
Senior Client Executive
Verizon

4700 MacCorkle Ave. SE, 1st Floor
Charleston, WV 25304
chip.j.merritt@verizon.com
(304) 356-3401 (Office)

06/25/14 10:14:28AM
West Virginia Purchasing Division

© 2011 Verizon. All Rights Reserved.

The Verizon and Verizon names and logos and all other names, logos, and slogans identifying Verizon's products and services are trademarks and service marks or registered trademarks and service marks of Verizon Trademark Services LLC or its affiliates in the United States or other countries. All other trademarks and service marks are the property of their respective owners.

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

verizon

verizon
4700 MacCorkle Ave. SE; 1st FL
Charleston, WV 25304
304-356-3401

June 25, 2014

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

Attention: Crystal Rink

RE: RFQ# 631400040

Dear Ms Rink:

Verizon is pleased to submit its proposal for the Cabling Project for the DOH – 32 buildings in response to RFQ #631400040.

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

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

- Frost & Sullivan named Verizon a Top Provider of Global Managed Security Services in its 2010 "Global Managed Security Service Providers Rollup" report and the Market Leadership Award for Hosted Contact Center Services (June 2010)

- Gartner Inc. placed Verizon Business in the Leaders quadrant in the "Magic Quadrant for Communications Outsourcing and Professional Services, North America and for Global Network Service Providers".

- Current Analysis has awarded Verizon Business' Cloud Security Services its Industry Analyst Firm's Highest Rating "Very Threatening." (May 2010)

- Verizon has earned certification as ISO/IEC 20000-1-compliant for its Government Enterprise Network Operations Center (GENOC), located in Cary, N.C. The GENOC, launched in 1997, provides managed services for local, state, and federal government customers.

- J.D.Power and Associates has consistently ranked Verizon highest in Customer Satisfaction since 2004 in the Telecommunications Industry Segment.

- Verizon Business named a Top 10 Retail IT Consulting Provider in 20th Annual RIS/Gartner Retail Technology Study (May 2010)

- Verizon has been named to the Global 100 of Newsweek magazine's annual green rankings.

- Verizon has received awards from Cisco for Service Provider Partner of the Year, Managed Service Provider Partner of the Year, Data Center Partner of the Year, Unified Communications & Collaboration Partner of the Year, Managed Service Partner of the Year and Technology Excellence Partner of the Year (2009).

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

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

Sincerely,

Chip Merritt
Senior Account Manager
Authorized Contact
Verizon
304-356-3401
chip.j.merritt@verizon.com

The services and materials offered herein are provided by Verizon Select Services Inc. herein after referred to as ("Verizon"). Verizon does not take exception to any of the RFQ's terms and conditions. However, in compliance with the WV Purchasing Division's Procedures Handbook, Section 7.2.19, Verizon also submits additional vendor terms and conditions reflected in Verizon's standard Verizon Systems Agreement, which is incorporated and included in Verizon's response. Verizon is also willing to sign a WV-96 Agreement Addendum and understands Verizon's additional terms and conditions are in the last order of precedence and shall not supersede the RFQ or WV-96 terms and conditions where a conflict arises.

.

CERTIFICATION AND SIGNATURE PAGE

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

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

(Company)

Marsha K. Harrell

(Authorized Signature)

Marsha K Harrell
Senior Consultant
Pricing/Contract Management

(Representative Name, Title)

304-356-3401 304-356-3590

(Phone Number) (Fax Number)

6/23/2014

(Date)

Corporate Policy Statement

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

verizon
Telecom and Business

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

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

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

the authority to perform the following function:

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

This will be effective beginning on July 1, 2013 and ending on June 30, 2014 or before if rescinded by me.

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

Distribution:

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

Approved By:

Signature 6/18/13 Date

Anthony Recine [redacted]
Name VZ ID

VP, Pricing & Contract Management [redacted]

[redacted]
Responsibility Code or Cost Center Code

6/20/13
Delegate's Signature – Lisa M Guignard

6/19/13
Delegate's Signature – Patricia L Myers

6/19/13
Delegate's Signature – Marsha K Harrell

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

Solicitation

NUMBER	PAGE
631400040	1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
CRYSTAL RINK
304-558-2402

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR
Verizon Busines Network Services Inc on behalf of
Verizon Select Services Inc.
4700 MacCorkle Avenue, SE, 1st Floor
Charleston, WV 25304

SHIP TO
DIVISION OF HIGHWAYS
CHIEF OF INFORMATION SYSTEMS
BUILDING 5ROOM 719
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0430 304-558-0408

DATE PRINTED
05/28/2014

BID OPENING DATE: 06/25/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		725-84		

CABLE TELECOMMUNICATION /DISTRICT 8 & 9 ,DMV

REQUEST FOR QUOTATION
(ONE-TIME PURCHASE)

THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA DIVISION OF HIGHWAYS, IS SOLICITING BIDS FOR THE ONE-TIME PURCHASE OF A CABLE TELECOMMUNICATION DISTRIBUTION SYSTEM FOR THIRTY-TWO (32)DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS, AND DIVISION OF MOTOR VEHICLES LOCATIONS PER THE ATTACHED SPECIFICATIONS.

****** THIS IS THE END OF RFQ 631400040 ****** TOTAL: $ 759,453.32

SIGNATURE Marsha K. Harrell | TELEPHONE 304-356-3401 | DATE 6/23/2014

Marsha K Harrell
Senior Consultant
Pricing/Contract Management

FEIN 16-1337624

ADDRESS CHANGES TO BE NOTED ABOVE

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

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

Solicitation

NUMBER	PAGE
631400040	1

ADDRESS CORRESPONDENCE TO ATTENTION OF
CRYSTAL RINK
304-558-2402

VENDOR
RFQ COPY
TYPE NAME/ADDRESS HERE
Verizon Business Network Services Inc on behalf of
Verizon Select Services Inc
4700 MacCorkle Avenue SE, 1st Floor
Charleston, WV 25304

SHIP TO
DIVISION OF HIGHWAYS
CHIEF OF INFORMATION SYSTEMS
BUILDING 5ROOM 719
1900 KANAWHA BOULEVARD, EAST
CHARLESTON, WV
25305-0430 304-558-0408

DATE PRINTED
05/30/2014

BID OPENING DATE: 06/25/2014 BID OPENING TIME 1:30PM

LINE	QUANTITY	UOP	CAT. NO	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 01		
				THIS ADDENDUM HAS BEEN ISSUED TO MODIFY THE ORIGINAL SOLICITATION PER THE ATTACHED DOCUMENTATION.		
0001	1	EA		725-84		
				CABLE TELECOMMUNICATION /DISTRICT 8 & 9 ,DMV		
				****** THIS IS THE END OF RFQ 631400040 ****** TOTAL:		$ 759,453.32

SIGNATURE Marsha K. Harrell TELEPHONE 304-356-3401 DATE 6/23/2014

TITLE FEIN 16-1337624 ADDRESS CHANGES TO BE NOTED ABOVE

Marsha K Harrell
Senior Consultant
Pricing/Contract Management

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

SOLICITATION NUMBER: 631400040
Addendum Number: 1

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

Applicable Addendum Category:

[ ] Modify bid opening date and time

[ ] Modify specifications of product or service being sought

[ ] Attachment of vendor questions and responses

[ ] Attachment of pre-bid sign-in sheet

[✓] Correction of error

[ ] Other

Description of Modification to Solicitation:

To include additional pages that were inadvertently excluded from the original solicitation.

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

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

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

   Contractor's Name: Verizon Select Services Inc.

   Contractor's License No. WV037918

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

2. **DRUG-FREE WORKPLACE AFFIDAVIT:** W. Va. Code § 21-1D-5 provides that any solicitation for a public improvement contract requires each Vendor that submits a bid for the work to submit at the same time an affidavit that the Vendor has a written plan for a drug-free workplace policy. To comply with this law, Vendor must either complete the enclosed drug-free workplace affidavit and submit the same with its bid or complete a similar affidavit that fulfills all of the requirements of the applicable code. Failure to submit the signed and notarized drug-free workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, with the bid shall result in disqualification of Vendor's bid.

   2.1 DRUG-FREE WORKPLACE POLICY: Pursuant to W. Va. Code § 21-1D-4, Vendor and its subcontractors must implement and maintain a written drug-free workplace policy that complies with said article.

   The awarding public authority may cancel this contract if: (1) Vendor fails to implement and maintain a written drug-free workplace policy described in the preceding paragraph, (2) Vendor fails to provide information regarding implementation of its drug-free workplace policy at the request of the public authority; or (3) Vendor provides to the public authority false information regarding the contractor's drug-free workplace policy.

3. **DRUG FREE WORKPLACE REPORT:** Pursuant to W. Va. Code § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. For contracts over $25,000, the public authority shall be the West Virginia Purchasing Division. For contracts of $25,000 or less, the public authority shall be the agency issuing the contract. The report shall include:

(1) Information to show that the education and training service to the requirements of West Virginia Code § 21-1D-5 was provided;

(2) The name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;

(3) The average number of employees in connection with the construction on the public improvement;

(4) Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor should utilize the attached Certified Drug Free Workplace Report Coversheet when submitting the report required hereunder.

4. **AIA DOCUMENTS:** All construction contracts that will be completed in conjunction with architectural services procured under Chapter 5G of the West Virginia Code will be governed by the AIA A101-2007 and A201-2007 or the A107-2007 documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

5. **SUBCONTRACTOR LIST SUBMISSION:** In accordance with W. Va. Code § 5-22-1, The apparent low bidder on a contract for the construction, alteration, decoration, painting or improvement of a new or existing building or structure valued at more than $250,000.00 shall submit a list of all subcontractors who will perform more than $25,000.00 of work on the project including labor and materials. This provision shall not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects. Additionally, if no subcontractors who will perform more than $25,000.00 of work are to be used to complete the project, it will be noted on the subcontractor list.

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

i. Bidder's name
ii. Name of each subcontractor
iii. License numbers as required by W. Va. Code § 21-11-1 et. seq.
iv. Notation that no subcontractor will be used to perform more than $25,000.00 of work, when applicable

b. **Submission.** The completed subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. Failure to submit the subcontractor list within one business day after the deadline for submitting bids shall result in disqualification of the bid.

c. **Substitution of Subcontractor.** Written approval must be obtained from the State Spending Unit before any subcontractor substitution is permitted. Substitutions are not permitted unless:

i. The subcontractor listed in the original bid has filed for bankruptcy;
ii. The subcontractor in the original bid has been debarred or suspended; or
iii. The contractor certifies in writing that the subcontractor listed in the original bill fails, is unable, or refuses to perform his subcontract.

6. **GREEN BUILDINGS MINIMUM ENERGY STANDARDS:** In accordance with § 22-29-4, all new building construction projects of public agencies that have not entered the schematic design phase prior to July 1, 2012, or any building construction project receiving state grant funds and appropriations, including public schools, that have not entered the schematic design phase prior to July 1, 2012, shall be designed and constructed complying with the ICC International Energy Conservation Code, adopted by the State Fire Commission, and the ANSI/ASHRAE/IESNA Standard 90.1-2007: *Provided*, That if any construction project has a commitment of federal funds to pay for a portion of such project, this provision shall only apply to the extent such standards are consistent with the federal standards.

State of West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

In accordance with ***West Virginia Code*** § 21-1D-7b, no less than once per year, or upon completion of the project, every contractor shall provide a certified report to the public authority which let the contract. That report must include each of the items identified below in the Required Report Content section.

Instructions: Vendor should complete this coversheet, attach it to the required report, and submit it to the appropriate location as follows: For contracts more than $25,000, the report should be mailed to the West Virginia Purchasing Division at 2019 Washington Street East, Charleston, WV 25305. For contracts of $25,000 or less, the vendor should mail the report to the public authority issuing the contract.

Contract Identification:

Contract Number: 631400040

Contract Purpose: Structured Cabling for DOH District 8 & 9 - 32 Buildings

Agency Requesting Work: WV Division of Highways/Department of Transportation

Required Report Content: The attached report must include each of the items listed below. The vendor should check each box as an indication that the required information has been included in the attached report.

- ☐ Information indicating the education and training service to the requirements of ***West Virginia Code*** § 21-1D-5 was provided;
- ☐ Name of the laboratory certified by the United States Department of Health and Human Services or its successor that performs the drug tests;
- ☐ Average number of employees in connection with the construction on the public improvement;
- ☐ Drug test results for the following categories including the number of positive tests and the number of negative tests: (A) Pre-employment and new hires; (B) Reasonable suspicion; (C) Post-accident; and (D) Random.

Vendor Contact Information:

Verizon Business Network Services Inc. on behlaf of

Vendor Name: Verizon Select Services Inc. Vendor Telephone: 304-356-3401

Vendor Address: 4700 MacCorkle Ave SE, 1st Floor Vendor Fax: 304-356-3590

Charleston, WV 25304

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

STATE OF ~~WEST VIRGINIA~~ Mississippi,

COUNTY OF Warren, TO-WIT:

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

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

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

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

By: Marsha K. Harrell

Marsha K Harrell
Senior Consultant
Pricing/Contract Management

Title: _____

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

Date: 6/23/2014

Taken, subscribed and sworn to before me this 23 day of June, 2014.

By Commission expires 4/30/18

(Seal)

LYNNE MYERS
NOTARY PUBLIC
ID No. 80995
My Comm. Expires
April 30, 2018

Lynne Myers
(Notary Public)

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 631400040

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

[X]	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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

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

Company

Marsha K. Harrell

Authorized Signature

6/23/2014

Date

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: 631400040

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

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

Addendum Numbers Received:
(Check the box next to each addendum received)

[X]	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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

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

Company

Mashak. Hareef

Authorized Signature

6/23/2014

Date

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

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. **REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. **MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. **PREBID MEETING:** The item identified below shall apply to this Solicitation.

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

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

☑ A **MANDATORY PRE-BID** meeting will be held at the following place and time:
June 10, 2014 at 11:00 AM EST

DOT DOH District 8 Headquarters
52 DOH Drive
Elkins, WV 26241

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

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

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

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

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

Question Submission Deadline:	June 12, 2014 at 12:00 PM EST
Submit Questions to:	Crystal Rink 2019 Washington Street, East Charleston, WV 25305 Fax: (304) 558-4115 *(Vendors should not use this fax number for bid submission)* 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 Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include hand delivery, delivery by courier, or facsimile. The bid delivery address is:

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

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

SEALED BID: _____
BUYER: _____
SOLICITATION NO.: _____
BID OPENING DATE: _____
BID OPENING TIME: _____
FAX NUMBER: _____

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

BID TYPE: ☐ Technical
☐ Cost

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

Bid Opening Date and Time: June 25, 2014 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.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Purchase Order signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. **DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

   2.1 "Agency" or **"Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

   2.2 "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods and services requested in the Solicitation.

   2.3 "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

   2.4 "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

   2.5 "Purchase Order" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the successful bidder and Contract holder.

   2.6 "Solicitation" means the official solicitation published by the Purchasing Division and identified by number on the first page thereof.

   2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

   2.8 "Vendor" or **"Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

☐ **Term Contract**

Initial Contract Term: This Contract becomes effective on

and extends for a period of year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division 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 or multiple renewal periods of less than one year, provided that the multiple renewal periods do not to exceed months in total. 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.

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.

☑ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within 250 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.

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

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

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

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

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

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

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

7. **EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute 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.

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

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

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a

performance and labor/material payment bond will only be allowed for projects under $100,000. Personal or business checks are not acceptable.

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

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

☑ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

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

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

☐

☐

☐

☐

☐

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

n/a for n/a

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 http://www.sos.wv.gov/administrative-law/wagerates/Pages/default.aspx. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules § 42-7-3 are specifically incorporated herein by reference.

30. **ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

31. **MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). **No Change shall be implemented by the Vendor until such time as the Vendor receives an approved written change order from the Purchasing Division.**

32. **WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

33. **SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or

maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

34. **ASSIGNMENT**: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

35. **WARRANTY**: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

36. **STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

37. **BANKRUPTCY**: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

38. **[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 http://www.state.wv.us/admin/purchase/privacy/default.html.

40. **DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia Purchasing Division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code § 29B-1-1 et seq.

    If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that applies, providing a detailed justification for the exemption, segregating the exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and WILL NOT BE HONORED. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and WILL NOT BE HONORED. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and WILL NOT BE HONORED.

Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any costs incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.

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

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

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

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

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

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

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

46. **INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

47. **PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of $1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

48. **ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by and extends to other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). This Contract shall be extended to the aforementioned Other Government Entities on the same prices, terms, and conditions as those offered and agreed to in this Contract. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

49. **CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder.

Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

50. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

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

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

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Transportation to establish a contract for a structured infrastructure cable telecommunications distribution system for 32 DOT / DOH / DMV locations.

   1.1. **DOH District 8 Headquarters Complex;** at 52 DOH Drive Elkins, WV.

   1.2. **DOH District 9 Headquarters Complex;** at 704 North Jefferson Street Lewisburg, WV.

   1.3. **DOH County HQ Offices;** in Pendleton, Pocahontas, Randolph, and Tucker in District 8 and Fayette, Greenbrier, Monroe, Nicholas, and Summers Counties in District 9.

   1.4. **DOH Substations;** at Judy Gap Substation, Sugar Grove Substation, Greenbank Substation, Hillsboro Substation, Coalton Substation, Harman Substation, Mill Creek Substation, Pickens Substation, Valley Head Substation, and Thomas Substation in District 8 and Falls View Substation, Lookout Substation, Corridor L, section 1 Substation, Crawley Substation, I 64, Section8 (Harts Run) Substation, Peterson Substation, Corridor L, Section 2 Substation, and Curtin Substation in District 9.

   1.5. **DMV Regional Offices;** in Elkins, and Franklin in District 8 and Lewisburg in District 9.

2. **DEFINITIONS:** Additional definitions can be found in section 2 of the General Terms and Conditions.

   2.1. **"Contract Services"** 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.

   2.3. **"RFQ"** means the official request for quotation published by the Purchasing Division and identified as REQ # 631400040.

2.4. 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
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

3. **QUALIFICATIONS:** Vendor must have the following minimum qualifications:

   3.1. 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.

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

   3.3. 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.

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

4. GENERAL REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1. 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)

4.1.2. 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.

4.1.3 All copper cable, fiber cable, associated termination and installation material as required by the manufacturer must be from a single manufacture and at a minimum provide a 15 year manufacture warranty.

Alternate bids from a single manufacture that are equal to, meet or exceed the specifications and requirements listed 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.

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.

4.1.4. The Structured Infrastructure Cable Telecommunications Distribution System must be compatible with the existing DOT CommScope iPatch / ImVision system. The DOT has purchased the ImVision (iPatch) software. The software is installed on a DOT server and is in an implementation period. The intelligent patch panel manager ties the intelligent patch panels to the infrastructure operations software called a system manager. Each rack with intelligent patch panels is equipped with a control system, an intelligent patch panel manager, which monitors the status of every port in every intelligent patch panel. Connectivity updates are sent to the infrastructure operations software, which contains a continuously updated database of connectivity information.

4.1.5. CommScope (or equal) Category 6A Plenum Cable Specifications
ETL Verified Category 6A U/UTP Cable, Plenum, blue jacket, 4 pair count, and 1000ft (305 m) length reel.

4.1.6. Cable tray grounding must conform to the *National Electrical Code*® 2011 – article 250 Grounding and Bonding.
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.

4.1.7. Labels must be machine-printed. Hand-lettered labels shall not be acceptable.

4.1.8. Two (2) 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.

4.1.9. All fire stopping will be accomplished using EZ-PATH (or equal) Fire Rated Pathway units.

4.1.9.1. Fire rated wiring devices must bear the UL Classification marking.

4.1.9.2. Device must be tested in accordance with ASTM E 814 (ANSI/UL1479)

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

4.1.9.4. The device (per code requirements) must include both internal and external fire stopping.

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

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

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

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

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

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

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

4.1.9.12. Wire devices must be provided with steel wall plates allowing for single or multiple devices to be ganged together.

4.1.9.13. The device must be modular and must 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.

4.1.9.14. Wiring devices must be installed in locations where required.

4.1.9.15. Install the devices in strict accordance with the approved shop drawings and the equipment manufacturer's recommendations.

4.1.9.16. Apply the factory supplied gasket material prior to the installation of the wall plates.

4.1.9.17. Secure wall plates to devices per the equipment manufacturer's recommendations.

4.1.9.18. 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 must be firestopped where they penetrate new or existing building construction.

4.1.9.19. Firestopping must be accomplished by using a combination of materials and devices, including penetrating raceway, cable tray, or cables, required to make up complete firestop.

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

4.1.9.21. If required by inspecting authorities expose and remove fire stopping to the extent directed by inspecting authority to permit his or her inspection. Reinstall new fire stopping and restore where removed for inspection.

4.1.9.22. 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 device boxes installed per UL Fire Resistance Director, NEC, and other national building code requirements

4.1.10. Fire Stop References

- **4.1.10.1.** UL 1479, Fire Tests of Through-Penetration Fire stops.
- **4.1.10.2.** UL Fire Resistance Directory: Through Penetration Firestop Devices (XHCR) and Through
- **4.1.10.3.** Penetration Firestop Systems (XNEZ).
- **4.1.10.4.** ASTM E 119, Fire Tests of Building Construction and Materials (for fire-rated architectural barriers).
- **4.1.10.5.** 2002 NFPA National Electrical Code, Section 800-52, Paragraph 2(B), Spread of Fire and Products of Combustion.
- **4.1.10.6.** ANSI/NECA/BICSI-568, Standard for Installing Commercial Building Telecommunications Cabling, Section 5, Clause 5.1 through 5.2.3, Firestopping
- **4.1.10.7.** 2000 edition of the BICSI Telecommunications Distribution Methods Manual, Chapter 15, Firestopping.
- **4.1.10.8.** Factory Mutual Approval Guide.
- **4.1.10.9.** ULC List of Equipment and Materials, VOL. II.
- **4.1.10.10.** ASTM E814, Standard Method of Fire Tests of Through-Penetration Fire stops.

4.1.11. Vender must provide openings, cutting, coring, and patching of openings in existing building construction as required.

- **4.1.11.1.** Patching includes openings and voids left in existing construction as a result of demolition.
- **4.1.11.2.** The work must include necessary assemblies and materials to maintain required fire ratings.
- **4.1.11.3.** Perform cutting as to not impair structural stability of building construction and systems.
- **4.1.11.4.** The Work must be done by crafts persons skilled in the particular trades affected.
- **4.1.11.5.** Patching materials must match existing materials in type and quality. Patching must be done to match appearance of adjacent surfaces.
- **4.1.11.6.** The successful vendor is only responsible for openings in walls that the vendor makes.

4.1.12. Cleaning must 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.

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

4.2. **DMV – Elkins, and Franklin in District 8 and Lewisburg in District 9. Offices Scope of Work**

4.2.1. **Workstation area locations as designated on drawings**

4.2.1.1. Installation of 96 Cat-6A Jacks as required

4.2.1.2. Installation of 1 WAP located on the exterior wall of the building. Place a 1" core/sleeve on the exterior wall so that a WAP or Antenna cable can be extended by others.

4.2.1.3. Install 24 and 48 Port Patch Panels and Wire Managers on the racks as required.

4.2.1.4. Install rack mounted shelf under the patch panel for future equipment.

4.2.1.5. Place 1 UPS in the rack near the equipment panels for others to connect with future equipment.

4.2.1.6. Use PVC Wiremold as necessary.

4.2.1.7. Create as built floor plan with jack locations and labels. Use fire escape route if drawings are not provided or available.

4.2.1.8. Label all cables, jacks and panels.

4.2.2. **Telecommunications Equipment Room (TER) as designated on drawing**

4.2.2.1. The TER should meet the ANSI/TIA/EIA-569-A standard

4.2.2.2. Each TER should include an environmental monitoring unit

4.2.2.3. 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 Busbar (TMGB) in this TER which is bonded to the electrical service entrance ground and an earth ground

4.2.2.4. 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.

4.2.2.5. Each equipment/distribution rack must be secured at two points with one of the points being the solid floor

4.2.2.6. Each equipment/distribution rack must be grounded to the TER grounding Busbar

4.2.2.7. Each equipment/distribution rack must be installed with front and rear cable management for horizontal cables and patch cords

4.2.2.8. Where standards require, overhead ladder or basket cable tray shall be installed to accommodate cables entering the TER and slack loop management

4.2.2.9. 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

4.2.2.10. 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

4.2.2.11. 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

4.2.2.12. 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

4.2.2.13. Install UPS in the TER near or on the rack to be used for network electronics hardware.

4.4. **DISTRICT 8 HEADQUARTERS; at 52 DOH Drive Elkins, WV 26241. Complex Scope of Work**

4.4.1. **Workstation area locations as designated on drawings**

4.4.1.1. Installation of 475 Cat-6A cable drops and outlets at 230 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

4.4.1.2. 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.

4.4.1.3. Each cable must be labeled per TIA/EIA-606-A administration standard

4.4.1.4. Each drop must be terminated in a flush faceplate or surface mount box

4.4.1.5. Each flush faceplate or surface mount box must be labeled per TIA/EIA-606-A. Administration Standard

4.4.1.6. All cable installed in modular furniture must be enclosed in the furniture pathways and spaces or duct and / or split loom must be used

4.4.1.7. Each cable drop must be terminated 568B wiring configuration on a Cat.6 blue outlet unless designated otherwise

4.4.1.8. 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

4.4.1.9. 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.

4.4.2. **Telecommunications Equipment Room (TER) as designated on drawings**

4.4.2.1. The TER should meet the ANSI/TIA/EIA-569-A standard

4.4.2.2. Each TER should include an environmental monitoring unit

4.4.2.3. 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 Busbar (TMGB) in this TER which is bonded to the electrical service entrance ground and an earth ground

4.4.2.4. 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.

4.4.2.5. Each equipment/distribution rack must be secured at two points with one of the points being the solid floor

4.4.2.6. Each equipment/distribution rack must be grounded to the TER grounding Busbar

4.4.2.7. Each equipment/distribution rack must be installed with front and rear cable management for horizontal cables and patch cords

4.4.2.8. Where standards require, overhead ladder or basket cable tray shall be installed to accommodate cables entering the TER and slack loop management

4.4.2.9. 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

4.4.2.10. 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

4.4.2.11. 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

4.4.2.12. 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

4.4.2.13. Install UPS in the TER near or on the rack to be used for network electronics hardware.

4.5. **County Headquarters Scope of Work at each location (District 8; 4 - County Offices Locations)**

4.5.1. Installation of up to 36 Cat-6 Jacks as required at each County Office

4.5.2. Installation of 1 WAP located on the exterior wall of the building nearest the truck entrance to the salt pile. Place a 1" core/sleeve on the exterior wall so that a WAP or Antenna cable can be extended by others.

4.5.3. Install 24 Port Patch Panel(s) and Wire Manager(s) on the wall with a wall mount swing bracket. If a rack is present or required, use the equipment rack instead.

4.5.4. Install a wall mounted shelf under the patch panel for future equipment.

4.5.5. Place 1 UPS in the closet near the panel for others to install with future equipment.

4.5.6. Use PVC Wiremold as necessary.

4.5.7. Create a basic floor plan with jack locations and labels to serve as an As-built. Use fire escape route if available.

4.5.8. Label all cables, jacks and panels.

4.6. **Sub-Stations Scope of Work at each location (District 8; 10 - Sub-Station Locations)**

4.6.1. Installation of up to 24 Cat-6 Jacks as required at each Sub- Station

4.6.2. Installation of 1 WAP located on the exterior wall of the building nearest the truck entrance to the salt pile. Place a 1" core/sleeve on the exterior wall so that a WAP or Antenna cable can be extended by others.

4.6.3. Install a 24 Port Patch Panel and Wire Manager on the wall with a wall mount swing bracket.

4.6.4. Install a wall mounted shelf under the patch panel for future equipment.

4.6.5. Place 1 UPS in the closet near the panel for others to install with future equipment.

4.6.6. Use PVC Wiremold as necessary.

4.6.7. Create a basic floor plan with jack locations and labels to serve as an As-built. Use fire escape route if available.

4.6.8. Label all cables, jacks and panels.

4.7. **DISTRICT 9 HEADQUARTERS; at 704 North Jefferson Street Lewisburg, WV. Complex Scope of Work**

4.7.1. **Workstation area locations as designated on drawings**

4.7.1.1. Installation of 50 Cat-6A cable drops and outlets at 25 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

4.7.1.2. 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.
4.7.1.3. Each cable must be labeled per TIA/EIA-606-A administration standard
4.7.1.4. Each drop must be terminated in a flush faceplate or surface mount box
4.7.1.5. Each flush faceplate or surface mount box must be labeled per TIA/EIA-606-A. Administration Standard
4.7.1.6. All cable installed in modular furniture must be enclosed in the furniture pathways and spaces or duct and / or split loom must be used
4.7.1.7. Each cable drop must be terminated 568B wiring configuration on a Cat.6 blue outlet unless designated otherwise
4.7.1.8. 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
4.7.1.9. 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.

4.7.2. **Telecommunications Equipment Room (TER) as designated on drawings**
4.7.2.1. The TER should meet the ANSI/TIA/EIA-569-A standard
4.7.2.2. Each TER should include an environmental monitoring unit
4.7.2.3. 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 Busbar (TMGB) in this TER which is bonded to the electrical service entrance ground and an earth ground
4.7.2.4. 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.
4.7.2.5. Each equipment/distribution rack must be secured at two points with one of the points being the solid floor
4.7.2.6. Each equipment/distribution rack must be grounded to the TER grounding Busbar
4.7.2.7. Each equipment/distribution rack must be installed with front and rear cable management for horizontal cables and patch cords
4.7.2.8. Where standards require, overhead ladder or basket cable tray shall be installed to accommodate cables entering the TER and slack loop management

4.7.2.9. 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

4.7.2.10. 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

4.7.2.11. 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

4.7.2.12. 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

4.7.2.13. Install UPS in the TER near or on the rack to be used for network electronics hardware.

4.8. <u>County Headquarters Scope of Work at each location (District 9; 5 - County Offices Locations)</u>

4.8.1. Installation of up to 36 Cat-6 Jacks as required at each County Office

4.8.2. Installation of 1 WAP located on the exterior wall of the building nearest the truck entrance to the salt pile. Place a 1" core/sleeve on the exterior wall so that a WAP or Antenna cable can be extended by others.

4.8.3. Install 24 Port Patch Panel(s) and Wire Manager(s) on the wall with a wall mount swing bracket. If a rack is present or required, use the equipment rack instead.

4.8.4. Install a wall mounted shelf under the patch panel for future equipment.

4.8.5. Place 1 UPS in the closet near the panel for others to install with future equipment.

4.8.6. Use PVC Wiremold as necessary.

4.8.7. Create a basic floor plan with jack locations and labels to serve as an As-built. Use fire escape route if available.

4.8.8. Label all cables, jacks and panels.

4.9. <u>Sub-Stations Scope of Work at each location (District 9; 8 - Sub-Station Locations)</u>

4.9.1. Installation of up to 24 Cat-6 Jacks as required at each Sub- Station

4.9.2. Installation of 1 WAP located on the exterior wall of the building nearest the truck entrance to the salt pile. Place a 1" core/sleeve on the exterior wall so that a WAP or Antenna cable can be extended by others.

4.9.3. Install a 24 Port Patch Panel and Wire Manager on the wall with a wall mount swing bracket.

4.9.4. Install a wall mounted shelf under the patch panel for future equipment.

4.9.5. Place 1 UPS in the closet near the panel for others to install with future equipment.

4.9.6. Use PVC Wiremold as necessary.

4.9.7. Create a basic floor plan with jack locations and labels to serve as an As-built. Use fire escape route if available.

4.9.8. Label all cables, jacks and panels.

10. CONTRACT AWARD:

10.2. Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

10.3. Pricing Page: Vendor should complete The Pricing Page is either included on the last page of this RFQ or attached hereto as Exhibit A. 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. Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

11. PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.

12. PAYMENT: Vendor and Agency shall agree upon a milestone billing schedule up to 95% with 5% withheld until contract deliverables are met and agency accepts completion for all Contract Services performed under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

13. TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

14. FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

14.2. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

14.3. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

14.4. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

14.5. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

14.6. Vendor shall inform all staff of Agency's security protocol and procedures.

15. VENDOR DEFAULT:

15.2. The following shall be considered a vendor default under this Contract.

15.2.1. Failure to perform Contract Services in accordance with the requirements contained herein.

15.2.2. Failure to comply with other specifications and requirements contained herein.

15.2.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

15.2.4. Failure to remedy deficient performance upon request.

15.3. The following remedies shall be available to Agency upon default.

15.3.1. Cancellation of the Contract.

15.3.2. Cancellation of one or more release orders issued under this Contract.

15.3.3. Any other remedies available in law or equity.

16. MISCELLANEOUS:

16.2. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

16.2.1. Contract Manager: Chip Merritt

16.2.2. Telephone Number: 304-356-3401

16.2.3. Fax Number: 304-356-3590

16.2.4. Email Address: chip.j.merritt@verizon.com

16.2.5. Mobile Number: 304-590-6999

BID PRICE SHEET

WV State Department of Transportation District 8 and District 9 HQ Buildings, Cty HQ's, Substations and DMV Regional Offices

PART NUMBER	DESCRIPTION	QUANTITY	UNIT	Unit price
X-30-422	BRADY IDXPERT Labels Size: 1.500" W x 0.750" H Print Area 250	20	Cart	
XC-475-422	BRADY IDXPERT GLOSS POLYESTER .475IN X 30 CONT	20	Cart	
XC-1000-595-YL-BK	BRADY IDXPERT OUTDOOR VINYL 1.0IN X 30 FT BK on YL	5	Cart	
XC-1000-595-GN-WT	BRADY IDXPERT OUTDOOR VINYL 1.0IN X 30 FT WT on GN	4	Cart	
XC-1000-595-BL-WT	BRADY IDXPERT OUTDOOR VINYL 1.0IN X 30 FT WT on BL	2	Cart	
XSL-115-427	BRADY IDXPERT Labels 1.500" W x .500" H Print Area Self Lam 250	10	Cart	
CF54/300EZ	Cablofil - 2" x 12" cable tray - 10' Section	20	Each	
FASPCH300PG	Cablofil - Hangers-Center Hung	40	Each	
SWKEZ	Cablofil - Splice Connectors Pack of 50	2	Each	
12419-736	Chatsworth - 36" Wall Mount Cabinet	14	Each	
12804-701	Chatsworth - Fan Kit, 115 VAC, 100 CFM	14	Each	
57014-703	Chatsworth Velocity Standard Pack	4	Pack	
11521-704	Chatsworth Wall Mount Bracket 2RU	16	Each	
40074-700	Chatsworth Shelf 3RU	16	Each	
10250-718	Chatsworth Ladder Tray 18" Section 10'	5	Each	
10595-718	Chatsworth Ladder Tray 18" Top Plate Kit	5	Each	
11421-718	Chatsworth Ladder Tray 18" Wall Angle Support Kit	10	Each	
13912-703	Chatsworth Vertical Wire Manager	3	Each	
CPCSSX2-0ZF005	CommScope 360GS10E MODULAR PATCH CORD 5FT DK BL	750	Each	
CPCSSX2-0ZF007	CommScope 360GS10E MODULAR PATCH CORD 7FT DK BL	500	Each	
CPCSSX2-0ZF010	CommScope 360GS10E MODULAR PATCH CORD 10FT DK BL	500	Each	
760092452	CommScope GigaSPEED XL MGS600 Series Cat 6A U/UTP Info Outlet, 318-blue	850	Each	
760152595	CommScope iPatch 1100GS6 Evolve U/UTP Patch Panel, 48 port	15	Each	
760152587	CommScope iPatch 1100GS6 Evolve U/UTP Patch Panel, 24 port	5	Each	
UC1BBB2-0ZF005	CommScope Uniprise UNC-BL-3FT Modulare Patch Cable 5FT Blue	500	Each	
UC1BBB2-0ZF007	CommScope Uniprise UNC-BL-3FT Modulare Patch Cable 7FT Blue	500	Each	
UC1BBB2-0ZF010	CommScope Uniprise UNC-BL-3FT Modulare Patch Cable 10FT Blue	500	Each	
UNJ600-BL	CommScope Uniprise Cat6 Info Outlet, Blue	800	Each	
UNP610-48P	CommScope Uniprise Cat6 Patch Panel, 48 Port	10	Each	
UNP610-24P	CommScope Uniprise Cat6 Patch Panel, 24 Port	20	Each	
107952442	CommScope M104 Type Surface Mount Box, four port ivory	700	Each	
108216151	CommScope Faceplate 4-Hole w/blanks_Modular Furniture	150	Each	
876540410	CommScope 10G4 ETL Verified Category 6A U/UTP Cable Plenum, 1000ft	150	Each	
4763214/10	CommScope Uniprise 7504 Category 6 U/UTP Cable, Plenum, 1000ft	140	Each	
760008888	CommScope GigaSPEED® XL 1571 Category 6 U/UTP Cable, outdoor, black 1000ft	10	Each	
760106880	CommScope 12 Strand Fiber Singlemode I/O Interlocking Plenum (12 SM)	3000	Feet	
760109496	CommScope 360G2 Cartridge 12 LC TeraSPEED, Blue w/Pigtails	5	Each	
760103085	CommScope 360 iPatch® G2 LC Fiber Shelf, sliding	4	Each	
760039867	CommScope RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray 1U Shelf	4	Each	
FDW LCLC42-MXF003	CommScope 3 FOOT - LC/LC Jumper Cable - SM	12	Each	
FDW LCLC42-MXF007	CommScope 7 FOOT - LC/LC Jumper Cable - SM	12	Each	
760072942	CommScope 1U SS Horizontal Trough Kit	5	Each	
760072959	CommScope 2U SS Horizontal Trough Kit	20	Each	
760103796	CommScope M61A-318 BLUE ICON - 100 \ bag	16	Each	
RCURN082	GEIST - 102D20ST5-OD Switched Ultra PDU	5	Each	
RTAFHD3-12	GEIST - Remote Temperature, Humidity, Air Flow, and Dew Point Sensor, 12' cord	5	Each	
GBI14420TMGBKT	HAGER 1/4" X 4" X 20" TMGB KIT	5	Each	
GBI14212TGBKT	HAGER 1/4" X 2" X 12" TGB KIT	12	Each	
RGBHKIT14119.25	HAGER 1/4" X 1" X 19" RACK MOUNT KIT	17	Each	
IMSOC10-1	Pelco - Sarix MiniDome 5 Megapixel Fixed Camera	5	Each	
EZDP44S	STI 44+Single Pathway Kit w/ 1 Pathway, Two (2) Mount Plates And Labels	10	Each	
EZRCM44S	STI Radius Control Module - One Pair (2) For Use With Series 44+ Pathway	5	Each	
2900	Wiremold One Piece Latching Raceway 6ft Length	2000	Feet	
2911	Wiremold Flat Elbow for 2900 Raceway	150	Each	
2906	Wiremold Cover Clip for 2900 Raceway	150	Each	
2986	Wiremold Drop Ceiling Fitting for 2900 Raceway	150	Each	
40N2B08V	Wiremold Two Compartment Raceway Base	550	Each	
40N2C08V	Wiremold Two Compartment Raceway Cover	550	Each	
40N2F05V	Wiremold Cover Clip for 40N2B08V Base	75	Each	
40N2F06V	Wiremold Cover Clip for 40N2C08V Cover	75	Each	
40N2F21V	Wiremold Entrance Fitting For 40N2B08V Base	75	Each	
40N2F11V	Wiremold Flat Elbow for 40N2B08V Raceway	75	Each	
40N2F17V	Wiremold Internal Elbow for 40N2B08V Raceway	75	Each	
40N2F19V	Wiremold External Elbow for 40N2B08V Raceway	75	Each	
40N2F20V	Wiremold Blank End Fitting for 40N2B08V Raceway	75	Each	
SU1000RTXL2UA	SmartOnline 1kVA Dble-Conversion UPS, Rack/Tower, 100/110/120V NEMA outlets	40	Each	

** See pricing page at end of response **

BID PRICE SHEET

WV State Department of Transportation District 8 and District 9 HQ Buildings, Cty HQ's, Substations and DMV Regional Offices

PART NUMBER	DESCRIPTION	QUANTITY	UNIT	Unit price
SNMPWEBCARD	For remote monitoring and control via SNMP, Web or Telnet	40	Each	
BP24V15RT2U	External Battery Pack for UPS System	6	Each	
BP24V70-3U	External Battery Pack for UPS System	2	Each	
2POSTRMKITHD	2 Post Rack mount Kit	4	Kit	
	District 8 and District 9 HQ Buildings, Cty HQ's, Substations, and DMV Regional Offices	**Total Bid Price**		**$0.0**

Quoted price per hour for labor outside of original Purchase order. Used for award purpose only.	100 Hours Labor		$0.00

Verizon Qualifications

(Section 3.1)

Structured cabling telecommunications distribution systems that include at minimum fiber connectivity between four buildings in a campus environment with 100 horizontal cabling runs in two separate buildings:

WVU Arts and Sciences VOIP Infrastructure Upgrade
Marshall University Campus Cabling – Copper and Fiber
State of WV – Building 5 - Fiber and Copper Backbone
WVU Hospital – Ruby Office Complex Fiber Backbone
State of WV – DOH/DOT District 6 Cabling Upgrade Project
State of WV – Building 1 – Fiber and Copper Backbone

The professional designation of

RCDD®

Registered Communications Distribution Designer

is awarded to

Lawrence W Host

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

Designator # 161357R

Issued 1/1/2014

Expires 12/31/2016

Chair, RCS Committee

Director of Credentialing



The professional designation of

OSP

OUTSIDE PLANT DESIGNER

is awarded to

Lawrence W Host

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

Chair, RCS Committee

Director of Credentialing

Designator # 1610280

Issued 1/1/2014

Expires 12/31/2016



COMMSCOPE®

INFRASTRUCTURE ACADEMY

CERTIFICATE OF ACHIEVEMENT

This certifies that

Lawrence Host
Verizon

has successfully completed

SP3351 - SYSTIMAX MasterClass D&E and I&M Recertification

James Donovan
Approval

30th October 2012
Date Issued

U569292US201S
Certificate

BICSI Recognized Continuing Education Credits (CECs)
RCDD/RITP 9, Inst 9, Tech 9, NTS 4

This designation expires two (2) years from the date above

This is a training certificate. On its own, it does not infer or imply membership of the CommScope PartnerPRO™ Program or any other CommScope program. For further details visit www.commscope.com/PartnerPRO.

Agency Division of Highways
REQ.P.O# 631400040

BID BOND

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

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for Cabling Distribution System for 32 Department of Transportation, Division of Highways, and Division of Motor Vehicle Locations.

NOW THEREFORE,

(a) If said bid shall be rejected, or

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

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

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, this 19th day of June, 20 14.

Principal Seal

Verizon Select Services Inc.
(Name of Principal)

By _____
(Must be President, Vice President, or Duly Authorized Agent)

Paul L. Mattiola, V.P.-Taxes
Mattiola (Title)

Surety Seal

Westchester Fire Insurance Company
(Name of Surety)

_____
Christine Hession, 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.

Power of Attorney

WESTCHESTER FIRE INSURANCE COMPANY

Know all men by these presents: That **WESTCHESTER FIRE INSURANCE COMPANY,** a corporation of the Commonwealth of Pennsylvania pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 11, 2006, to wit:

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

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such persons written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and Vice Presidents of the Company in hereby authorized, for and on behalf of the Company, to delegate in writing any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

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

Does hereby nominate, constitute and appoint Christine Hession, Elvia E Foil, Jeffrey Tyler, Menuel Jones, Myrna Smith, all of the City of WASHINGTON, District Of Columbia, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding Five million dollars & zero cents ($5,000,000.00) and the execution of such writings in pursuance of these presents shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said Stephen M. Haney, Vice-President, has hereunto subscribed his name and affixed the Corporate seal of the said **WESTCHESTER FIRE INSURANCE COMPANY** this 13 day of July 2012.

WESTCHESTER FIRE INSURANCE COMPANY

Stephen M. Haney, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA ss.

On this 13 day of July, A.D. 2012 before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came Stephen M. Haney, Vice-President of the **WESTCHESTER FIRE INSURANCE COMPANY** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

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

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
KAREN E. BRANDT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires September 28, 2014

Notary Public

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

In witness whereof, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of the Corporation, this 19 day of June 2014

William L. Kelly, Assistant Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER July 13, 2014.

Super Safety® ANTI-FRAUD PROTECTION
FORM NO. 8600S
THE BACK OF THIS DOCUMENT LISTS VARIOUS SECURITY FEATURES ■ THAT WILL PROTECT AGAINST COPY COUNTERFEIT AND ALTERATION.

Directory of Companies information shall be used only for legitimate business purposes, and shall not be disclosed outside Verizon Communications Inc. without written permission from the Corporate Secretary group. For further information, please contact the group.

Company Directory
Active Company

Verizon Select Services Inc. -- *Current Officers*

Please note that pending changes, if any, are not reflected.

Name	Title	Appointed
Armour, Caroline	Vice President - Controller	09/14/2011
Brown, David K.	President	05/19/2010
Cordy, Scott L.	Vice President - Taxes	12/01/2009
D'alessandro, Emilio J.	Vice President-Southeast Operations	02/26/2013
Ellis, Matthew D.	Treasurer	04/09/2013
Foster, Robert E.	Vice President-Southwest Operations	02/26/2013
Hatland, George H.	Vice President-Northwest Operations	02/26/2013
Hewes, Lisa R.	Assistant Secretary	03/19/2003
Heyman, Matthew	Vice President-Southwest Operations	02/26/2013
Horton, Jr., William L.	Secretary	04/26/2012
Huber, Robert J.	Vice President-Mid-Atlantic Operations	02/26/2013
Ifill, Michelle C.	Vice President	09/14/2011
Krause, Tracy	Assistant Treasurer	01/01/2014
Lew, Quintin M.	Vice President-Wholesale Markets	03/01/2005
Lopez-Montoya, Tino	Vice President-Midwest Operations	02/26/2013
Mason, J. Daniel	Assistant Secretary	10/07/2002
Mattiola, Paul L.	Vice President - Taxes	09/01/2008
Mutzenback, Robert	Vice President - Taxes	07/07/2011
Perrett, Londa C.	Assistant Secretary	10/19/2001
Rauschenberg, Scott A.	Vice President - Finance	02/08/2010
Scanlan, Daniel P.	Vice President-West Operations	02/26/2013
Silber, Jerome S.	Vice President - General Counsel	11/13/2013
Sin, Kee Chan	Assistant Treasurer	02/26/2013
Traister, Robert D.	Vice President - Taxes	03/24/2011

Not to be disclosed outside the **Verizon Communications** companies without prior written permission.
Copyright © 1999-2002 Verizon

Directory of Companies is being accessed on June 19, 2014 at 11:39 AM from IP address 172.28.84.134.

RFQ No. 631400040

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

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

DEFINITIONS:

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

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

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or 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: Verizon Business Nework Services Inc. on behalf of Verizon Select Services Inc.

Authorized Signature: Marsha K. Harrell Date: 6/23/2014

State of Mississippi

County of Warren, to-wit:

Taken, subscribed, and sworn to before me this 23 day of June, 2014.

My Commission expires 4/30/18, 20___.

AFFIX SEAL HERE

LYNN EYERS
NOTARY PUBLIC
ID No. 80995
My Comm. Expires
Apr 30, 2018
WARREN COUNTY
STATE OF MISSISSIPPI

NOTARY PUBLIC Lynn Eyers

Purchasing Affidavit (Revised 07/01/2012)

NOTE:
Vendor and Notary's date must be the same.
Notary required to AFFIX SEAL on Purchasing Affidavit.

WV-96
Rev. 9/11

AGREEMENT ADDENDUM

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

1. **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.

2. **HOLD HARMLESS** - Any provision requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.

3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.

4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.

5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.

6. **INTEREST** - Any provision for interest or charges on late payments is deleted. The Agency has no statutory authority to pay interest or late fees.

7. **NO WAIVER** - Any language in the agreement requiring the Agency to waive any rights, claims or defenses is hereby deleted.

8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.

9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.

10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.

11. **FEES OR COSTS** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.

12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.

13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.

14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.

15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.

16. **RENEWAL** - Any reference to automatic renewal is deleted. The agreement may be renewed only upon mutual written agreement of the parties.

17. **INSURANCE** - Any provision requiring the Agency to purchase insurance for Vendor's property is deleted. The State of West Virginia is insured through the Board of Risk and Insurance Management, and will provide a certificate of property insurance upon request.

18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.

19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

20. **CONFIDENTIALITY** -Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.

21. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

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

Signed: Marsha K. Harrell

Title: Marsha K Harrell, Senior Consultant, Pricing/Contract Management

Date: 6/23/2014

Rev. 07/12

State of West Virginia
VENDOR PREFERENCE CERTIFICATE

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

1. **Application is made for 2.5% resident vendor preference for the reason checked:**
___ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or,**

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

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

2. **Application is made for 2.5% resident vendor preference for the reason checked:**
___ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

3. **Application is made for 2.5% resident vendor preference for the reason checked:**
✓ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or,**

4. **Application is made for 5% resident vendor preference for the reason checked:**
✓ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or,**

5. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
___ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or,**

6. **Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:**
___ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

7. **Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules.***
___ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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

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

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

Bidder: Verizon Business Network Services Inc on behalf of Verizon Select Services Ins **Signed:** Marsha K. Harrell

Date: 6/23/2014 **Title:** Marsha K Harrell, Senior Consultant, Pricing/Contract Management

System Agreement

Routing Code: 5CPE

This System Agreement ("Agreement"), effective as of the day of , 2013, is made by and between

A. Verizon Entity Name ("**Verizon**"):	**B.** Customer Name ("**Customer**")
Verizon Business Network Services Inc. on behalf of Verizon Select Services Inc. and Verizon Network Integration Corp.	State of WV Dept of Admin
Address: 827 Fairmont Road, Suite 205	Address: 2019 Washington Street East
City: Morgantown State: WV Zip Code: 26501	City: Charleston State: WV Zip Code: 25305-0130
Contact Name and Phone Number: Joseph Signorelli 304-296-2470	Customer Billing Address (if different):
Quote Number (if applicable) 1-11EDTJJ	City: State: Zip Code:
	Contact Name and Phone Number: Crystal Rink 304-558-4115

C. Select all applicable options:

- ☒ New System/Service Sale
- ☐ Adds/Upgrade to Existing System
- ☐ Installation Services
- ☐ International Purchase and Sale (Drop Ship)

VERIZON MAINTENANCE SERVICES

- ☐ IP PBX Supplemental
- ☐ Optical LAN Solutions
- ☐ 8x5 Switch & Phones
- ☐ 8x5 Switch & Proprietary Phones
- ☐ 8x5 Switch Only
- ☐ 8x5 Ancillary/Auxiliary Equipment
- ☐ 8x5 Nortel Norstar
- ☐ 8x5 NEC Electra Elite
- ☐ 8x5 Business Communication Manager
- ☐ 8x5 Centrex CPE
- ☐ 24x7 Switch & Proprietary Phones
- ☐ 24x7 Switch Only
- ☐ 24x7 Ancillary/Auxiliary Equipment
- ☐ 24x7 Nortel Norstar
- ☐ 24x7 NEC Electra Elite
- ☐ 24x7 Business Communication Manager
- ☐ 24x7 Voice Service Plus
- ☐ 24x7 Centrex CPE

Verizon Maintenance Services Cont'd.

- ☐ Software Release Subscription (SRS)
- ☐ On-Site Technician
- ☐ Supplemental Warranty Coverage (extends the standard warranty to 24 hour coverage for major failures during the warranty period)
- ☐ Other

Third Party Maintenance Services - Third party maintenance will be provided in accordance with (i) the service descriptions of the respective third party maintenance service providers (generally available on their respective websites) and (ii) the relevant terms and conditions of this Agreement, specifically excluding section 3.2 (termination for convenience).

- ☐ Nortel Extended Service
- ☐ Cisco SMARTnet
- ☐ Other:

D. Payment Options:

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

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

Equipment and/or Installation Price	$ 759,453.32
Professional Services Price	$ _____
Maintenance Service	
Voice Maintenance Service for _____ Year(s)	$ _____
Third Party Maintenance Service for _____Year(s)	$ _____
Supplemental Warranty Coverage	$ _____
Applicable taxes (estimated)	$ _____
TOTAL PRICE	$ 759,453.32

F. Maintenance Service Billing Option:

☐ Pre-paid Billing: _____ years $_____ (Annual Rate)
☐ Deferred Billing (deferred until warranty expiration):
_____ years $_____ (Year 1) $_____ (Year2) $_____ (Year 3) $_____ (Year 4) $_____ (Year 5)

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

G. Attachments

☐ Avaya Equipment, Maintenance and Professional Services Exhibit
☐ Installation Services Exhibit
☐ International Purchase and Sale Exhibit
☐ Quote
☐ Service Plan Description(s)
☒ Statement of Work
☐ Statement of Work (Avaya)
☐ Voice Maintenance Exhibit

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

_____
Customer Initials

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

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

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

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

2. Fees and Payment.

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

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

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

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

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

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

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

3.2.2. for all expenses incurred up to the date of termination or cancellation, as applicable, including but not limited to the costs of terminating purchase orders, return of equipment and/or software (if permitted by Verizon), removal of equipment and/or software and other contractual obligations made by Verizon to meet its obligations under this Agreement or Statement of Work, (iii) a restocking fee of 25% of the price for unopened items or a 35% restocking fee

for opened items, as shown on the applicable quote, for any System elements cancelled or returned provided such cancel or return is permitted by the manufacturer of the System element, and as authorized by Verizon.

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

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

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

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

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

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

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

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

8. Software. Software provided in conjunction with the System is licensed to Customer under the license provided by the software publisher or by the equipment manufacturer with which the software is provided. Customer shall, if required, execute a separate software license agreement in a form satisfactory to the software publisher or equipment manufacturer.

9. Customer Responsibilities. Customer will:

9.1. Allow Verizon access for installation, inspection, testing, maintenance and repair of the System and performance of any required activity.
9.2. Provide suitable building facilities for the System in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes.
9.3. Provide necessary heating, cooling, humidity and dust control as required by manufacturer specifications.
9.4. Remove existing equipment or cable that interferes with System installation.
9.5. Identify and disclose to Verizon concealed equipment, wiring or conditions that might be affected by or might affect the installation of the System. Customer shall defend and hold Verizon harmless from any claim, damage or liability resulting from a failure to disclose this information.

9.6. Authorize Verizon, at Customer's expense, to make service requests upon third parties for System interconnection requirements, including obtaining telephone service for testing where necessary.
9.7. Designate trash deposit points on each floor on which the System is to be installed where Verizon will place waste for removal by Customer.
9.8. Cooperate with Verizon's requests for assistance in testing or installation.
9.9. Be responsible for providing adequate back-up of data and for restoring data to repaired equipment.
9.10. If the System is to be connected to the public network, be solely responsible for selection, implementation and maintenance of security features for defense against unauthorized long distance calling, and for payment of long distance, toll and other telecommunications charges incurred through use of the System.
9.11. Immediately notify Verizon of any anticipated delay in building availability or inability to meet any of the above listed requirements.
9.12. If ordering Cisco Products or services, acknowledge having read and understand the End User obligations and service descriptions for relevant Cisco products and services as found at www.cisco.com/go/servicedescrptions or other URL as may be provided by Cisco from time to time. Further, Customer agrees to the terms and conditions of Cisco's Software License Agreement.

10. Changes In/Additions to System.

10.1 Customer may order additional equipment, software, and/or services pursuant to a written Amendment, Customer purchase order or similar document, and such order shall be governed by this Agreement, including without limitation Section 4, and shall specifically reference this Agreement.

10.2 Customer shall also have the right, by written notice, to propose changes in the System under this Agreement and any Statement of Work ("Change Orders") and Verizon shall comply to the extent it deems feasible and reasonable. If Verizon determines that such changes cause an increase or decrease in the cost of or time required for performance, Verizon shall advise Customer and such adjustments shall be reflected in a written Change Order. Should Verizon encounter, in installing the System, any concealed or unknown condition not expressly set forth in the applicable Statement of Work, which condition affects the price or schedule for installation of the System, the price and/or the schedule shall be equitably adjusted by Change Order to cover all costs, including but not limited to labor, equipment, materials and tools necessary to carry out the change.

10.3 No Change Order shall become effective as a part of this Agreement and the applicable Statement of Work, and no changes in the System shall be initiated, until the Change Order is mutually agreed upon in writing. Verizon shall not be obligated to consider or accept any Change Order that results in a decrease of more than twenty percent (20%) in the total price of the System. Verizon may also propose changes in or additions to the System, and may proceed with such changes upon execution by Customer and Verizon of a written Change Order.

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

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

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

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

13. Indemnification.

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

13.2 Verizon CPE Service Indemnity. Except as provided below, Verizon will defend Customer against any claim, suit, action or proceeding alleging that the purchase or use by Customer of any Verizon CPE Service infringes a valid U.S. patent or copyright ("Services Claim"), and Verizon will indemnify and hold harmless Customer against any and all finally awarded costs and expenses, including attorneys' fees, in connection with any such Services Claim.

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

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

13.3 The foregoing states the entire obligation of Verizon to Customer and is Customer's sole and exclusive remedy with respect to any claim of infringement of any intellectual property right of any kind, including the manufacturers' or owners' indemnities applicable to the CPE and software that Verizon is authorized to pass through for the benefit of Customer, if any, and Verizon disclaims all other warranties and obligations with respect thereto.

13.4 Without prejudice to Customer 's rights to assert third-party responsibility therefore, and without prejudice to Verizon's rights and remedies under applicable laws, rules, regulations or orders, including but not limited to, its rights to impleader, as between Verizon and Customer, Verizon shall not be responsible under this Agreement for damages, costs and attorneys fees, and any obligation on the part of Verizon to defend and indemnify shall not apply to, any Claim or portion arising out of (a) Customer's use of the System or CPE Services other than as may expressly be indemnified by Verizon pursuant to Sections 13.1 and/or 13.2 of these CPE Services and System Terms, or (b) the content of communications transmitted by or on behalf of Customer in the use of the System or CPE Services, including but not limited to libel, slander, and invasion of privacy.

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

13.6 The defense and indemnification obligations set forth in this Section are contingent upon (1) the indemnitee providing the indemnitor prompt, written, and reasonable notice of the claims, demands, and/or causes of action subject to indemnification, (2) the indemnitee granting the indemnitor the right to control the defense of the same, and (3) the indemnitee's full cooperation with the indemnitor in defense of the claim, including providing information and assistance in defending the claim. Nothing herein, however, will restrict the indemnitee from participating, on a non-interfering basis, in the defense of the claim, demand, and/or cause of action at its own cost and expense with counsel of its own choosing. No settlement may be entered into by the indemnitor on behalf of the indemnitee that includes obligations to be performed by the indemnitee (other than payment of money that will be fully paid by the indemnitor under Sections 13.1 – 13.3 and 13.5 above) without indemnitee's prior written approval.

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

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

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

15. Alternate Dispute Resolution (ADR). Any controversy, claim, or dispute ("Disputed Claim") arising out of or relating to this Agreement, except for claims relating to indemnity, infringement, or confidentiality obligations or matters relating to injunctions or other equitable relief (together "Equitable Claims"), shall be first subject to a thirty (30) day negotiation period between the parties in which each party shall disclose to the other party all such documents, facts, statements and any other information which are reasonably requested by the other party and are relevant to the dispute in question. Should such negotiations fail to resolve the dispute within thirty (30) calendar days, Disputed Claims shall be resolved by binding arbitration of a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association. The decision of the arbitrator shall be based upon this Agreement and applicable law. The decision of the arbitrator shall be reduced to writing, shall be final and binding except for fraud, misconduct, or errors of law, and judgment upon the decision rendered may be entered

in any court having jurisdiction thereof. In all arbitrations, the arbitrator must give effect to applicable statutes of limitation subject to limitation of actions terms set forth in this Agreement, and shall not be afforded any authority to award relief in excess of what this Agreement provides or to order consolidation or class arbitrations. The arbitrator shall have no authority to award punitive damages in any Disputed Claim. The parties agree that any such claims arising under this Agreement must be pursued on an individual basis in accordance with the procedure noted above. Even if applicable law permits class actions or class arbitrations, the ADR procedure agreed to herein applies and the parties waive any rights to pursue any claim arising under this Agreement on a class basis. The arbitration shall be held in a mutually agreed to location, and shall be final and binding on both parties. Each party will bear its own costs of arbitration but shall split equally the fees of the arbitration and the arbitrator.

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

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

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

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

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

21. Publicity. Except as required by law, the parties shall keep this Agreement confidential and shall not disclose this Agreement or any of its terms without the other party's written consent. Notwithstanding any contrary term in this Agreement and consistent with applicable law, Verizon may disclose the terms of this Agreement, in whole or in part, to: a) Verizon affiliates; b) Verizon or Verizon affiliate suppliers and/or subcontractors that offer (including new offer or renewal offers), provide, repair, maintain, bill, collect, or perform other functions in connection with Verizon or Verizon affiliate products or services under or in connection with this Agreement; c) successors in interest to Verizon or Verizon affiliates (by merger or otherwise); and/or d) persons to whom Verizon or Verizon affiliates may sell all or part of their respective businesses or assets. Neither party shall use



any trademark, trade name, trade dress or any name, picture or logo which is commonly identified with the other party or its affiliates, or from which any association with such party or its affiliates may be inferred or implied, in any manner, including but not limited to advertising, sales promotions, press releases or otherwise, without the prior written permission of such party. Notwithstanding any contrary term in this Agreement, the parties may issue or permit issuance of a press release or other public statement concerning this Agreement, provided, however, that no such release or statement shall be published without the prior mutual consent of the parties.

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

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

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

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

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

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

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

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

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

Verizon Business Network Services Inc. on behalf of Verizon Select Services Inc. and Verizon Network Integration Corp.		**Customer:** State of WV	
By:	Marsha K. Harrell	**By:**	
Print Name:	**Marsha K Harrell**	**Print Name:**	
Title:	Senior Consultant Pricing/Contract Management	**Title:**	

Date: 6/23/2014 **Date:** _____

Routing Code: 5CPE

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

Customer: State of West Virginia	**Quote: 1-11EDTJJ**
Contract ID: 631400040	**Date: 6/25/14**

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

By: Marsha K. Harrell
Name: **Marsha K Harrell**
Title: Senior Consultant, Pricing/Contract Management
Date: 6/23/2014

CUSTOMER'S LEGAL NAME:
State of West Virginia
Address
Department of Administration
1900 Kanawha Blvd East
Building 5, 10th Floor
Charleston, WV 25305

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

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

Description of Project

1. **Services.**

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

2. **Scope of Work.**

Verizon proposes the following structured cabling installation services for Customer. Verizon has based the Quote on the cabling solution and technical specifications* described below. Structured Cabling Services will include the installation of Cat-6 and fiber optic cable and associated support structure as described in State of State of WV DOT RFQ 631400040 - Cabling Telecommunications / District 8 & 9 and DMV.

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

©2003, 2006 Verizon. All Rights Reserved.

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

Verizon will:

3.1. Provide installation which complies with standards and codes, including as applicable:

- NFPA 70 – National Electric Code
- ANSI/TIA-568-C.0 – Generic Telecommunications Cabling for Customer Premises
- ANSI/TIA-568-C.1 – Commercial Building Telecommunications Cabling Standard
- TIA-569-B – Commercial Building Standard for Telecommunications Pathways and Spaces
- ANSI/TIA-606-A – Administration Standard for Commercial Telecommunications Infrastructure
- ANSI-J-STD-607-A – Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications
- TIA-526-7 – Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant
- TIA-526-14-A – Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant
- ANSI/TIA-758-A – Customer-Owned Outside Plant Telecommunications Infrastructure Standard
- ANSI/TIA-942 – Telecommunications Infrastructure Standard for Data Centers

3.2. Provide a single point of contact ("SPOC") who will be responsible and authorized to (i) make all decisions and give all approvals which Customer may need from Verizon, and (ii) provide Customer's personnel on a timely basis with all information, data, and support reasonably required for its performance under this SOW, including but not limited to making available appropriate personnel to work with the Customer as the Customer may reasonably request. (iii) manage and participate in the kickoff discussion, schedule coordination, and acceptance testing.

3.3. Deliver the System to the Customer's site(s) shown on the Quote;

3.4. Contact the Customer prior to install in order to confirm site readiness;

3.5. Provide the labor to complete the project in a good and workmanlike manner ;

3.6. Provide progress updates to review actual progress with the Customer SPOC;

3.7. Provide a schedule indicating general project deadlines with specific dates relating to the installation of the System;

3.8. Coordinate access to the building, daily parking, access to materials, and material storage with the Customer SPOC;

3.9. Additional Verizon Deliverables and Documentation:

N/A

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

Customer must:

4.1 Designate a SPOC who will be responsible and authorized to (i) make all decisions and give all approvals which Verizon may need from Customer, and (ii) provide Verizon's personnel on a timely basis with all information, data, access and support reasonably required for its performance under this SOW, including but not limited to making available appropriate personnel to work with Verizon as Verizon may reasonably request.

4.2 Confirm and agree to the schedule indicating general project deadlines with specific dates relating to the installation of the System as provided by Verizon;

4.3 Provide a soft copy of all related plans clearly depicting installation locations and features that is sufficiently recent, accurate, and detailed to allow Verizon to install the System;

4.4 Provide the appropriate security clearances, access badges, and access to buildings and any other structures related to the Project ("Locations") and Training as defined below, if required.. It is the Customer's sole responsibility to provide the necessary means of access to Locations;

4.5 Provide prompt physical and electronic access to Locations where Verizon will install the System. NOTE: Wait time in excess of 60 minutes may result in a time and material charge. Verizon will coordinate Project activities in advance in order to allow for timely access and avoid delay.

4.6 Remove or move any obstacles required to implement this Project at a Location in a timely manner.

4.7 Provide loading dock space and freight elevators at no expense to Verizon. Verizon deliveries shall be scheduled during Office Hours as defined below;

©2003, 2006 Verizon. All Rights Reserved.

4.8 Control all activities associated with the existing Customer equipment, including without limitation changes, additions or deletions of devices made by any non-Verizon provided technicians.
4.9 Provide adequate and secure storage space for the Verizon equipment, tools, and materials at the Location;
4.10 Unless otherwise provided for in Section 2, Scope of Work, provide sufficient rack space or other appropriate installation location for the System;
4.11 Ensure that the Customer's ground meets the recommendations of the System manufacturer. If a new ground work is required, Verizon can perform such work at Customer's request pursuant to a quote;
4.12 Ensure that any and all main or intermediate distribution frames ("MDF/IDF") are of sufficient size to accommodate System being installed;
4.13 Ensure conformance with any applicable codes, regulations, and laws, including but not limited to electrical, building, safety, and health;
4.15 Dispose of all decommissioned equipment, unless provided otherwise in the Quote.
☐ If this box is checked, Verizon will demolish and dispose of all abandoned cable as required by code. If this box is not checked, Verizon will not demolish and dispose of abandoned cable.
4.16 Additional Responsibilities:
- Upon completion, all cabling becomes the sole property of State of West Virginia.
- Cost associated with the right-of-way, permits and leasing
- Easements for placing buried conduit
- Permission from the building owner to excavate the on the property if required
- Customer is to provide prompt access to the facilities as required completing the installation(s).

5. Change Order Request

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

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

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

7. Conditions.

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

©2003, 2006 Verizon. All Rights Reserved.

7.3 Unless Customer otherwise requests in writing Verizon will, at Customer's expense, apply for permits necessary for Structured Cabling Services.

7.4 Verizon will provide Customer written notice indicating the date Structured Cabling Services is complete (the "In-Service Date"). Verizon will attempt to meet Customer's requested In-Service Dates, however Verizon can not guarantee any In-Service Date. In-Service Dates are subject to the availability of materials and resources.

7.5 Should Customer request delay of Structured Cabling Services, or should Structured Cabling Services be delayed as a result of Customer's action or inaction, Verizon may store the System, or any portion thereof, at Customer's risk and expense.

7.7 Verizon will use reasonable efforts to avoid interruption of Customer's network service during Office Hours. If it is necessary to interrupt network service during Office Hours, Verizon will notify the SPOC at least 48 hours in advance.

7.8 Customer will only assign persons to this project that have the necessary skills required to complete the Customer's part of this project.

7.9 Customer will allow Verizon access to sites for performance of any required Structured Cabling Service. Customer will notify Verizon of any site-specific requirements that might impact Verizon's ability to access such site, e.g. safety or security training ("Training"). Verizon will comply with such Training requirements however Verizon reserves the right to bill Customer for the time required for Training at Verizon's then current labor rate. Customer will provide necessary badges, escorts, etc. required for site access per Customer's security and safety policies.

☐ If this box is checked, Verizon personnel will require additional training for site access.

7.10 Additional Conditions

N/A

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

9. Warranty

9.1 Verizon warrants the System against defects solely related to Verizon's installation for one year after the System is accepted as provided above. To the extent permitted, manufacturers' end user warranties will be passed through to Customer. Customer will present such warranty claims directly to the manufacturer.

9.2 If a manufacturer's end-user warranty is included, Verizon will provide the appropriate certified labor, documentation, and materials to qualify the installation for such warranty.

☒ If this box is checked, the System includes manufacturer's warranty.

9.3 These warranties do not cover damage to or malfunction of the System caused in whole or in part by Customer or third parties through other than normal use of the System or caused by an event external to the System.

The warranties contained herein are Customer's sole and exclusive warranties for Structured Cabling Services.

10. Assumptions

10.1 This SOW constitutes the entire agreement between the parties with respect to the Structured Cabling Services and supersedes all other prior or contemporaneous representations, understandings or agreements. Except as otherwise expressly stated herein, no amendment to this SOW is valid unless in writing and signed by both parties.

10.2 Structured Cabling Services are limited to the services, deliverables, documentation, and conditions stated herein and in the Agreement, and the System defined in the Quote.

10.3 Additional Assumptions

Excluded from this proposal:

- State and Local Sales Tax (if applicable)
- Any cost associated with the repair of underground conduits along the route (if applicable)
- Upon completion, all cabling becomes the sole property of State of West Virginia
  - State is responsible for all on-going maintenance cost of the State owned cable plant
- Customer is to provide prompt access to the facilities as required completing the installation(s).

©2003, 2006 Verizon. All Rights Reserved.

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV037918

Classification:

GENERAL BUILDING

VERIZON SELECT SERVICES INC
DBA VERIZON SELECT SERVICES INC
1320 N COURTHOUSE RD RM 9SE009
ARLINGTON, VA 22001

Date Issued	Expiration Date
DECEMBER 27, 2013	DECEMBER 27, 2014

Authorized Company Signature

Michael A. Carl
Chair, West Virginia Contractor Licensing Board

WEST VIRGINIA CONTRACTOR LICENSING BOARD

This license, or a copy thereof, must be posted in a conspicuous place at every construction site where work is being performed. This license number must appear in all advertisements, on all bid submissions and on all fully executed and binding contracts. This license cannot be assigned or transferred by licensee. Issued under provisions of West Virginia Code, Chapter 21, Article 11.

RFQ 631400040 WVDOT Districts 8 and 9

BID PRICE SHEET

WV State Department of Transportation District 8 and District 9 HQ Buildings, Cty HQ's, Substations and DMV Regional Offices

PART NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
X-30-422	BRADY IDXPERT Labels Size: 1.500" W x 0.750" H_Print Area _250	Cart	20	75.38	$1,507.69
XC-475-422	BRADY IDXPERT GLOSS POLYESTER .475IN X 30 CONT	Cart	20	71.10	$1,422.07
XC-1000-595-YL-BK	BRADY IDXPERT OUTDOOR VINYL 1.0IN X 30 FT _BK on YL	Cart	5	77.12	$385.61
XC-1000-595-GN-WT	BRADY IDXPERT OUTDOOR VINYL 1.0IN X 30 FT _WT on GN	Cart	4	77.12	$308.49
XC-1000-595-BL-WT	BRADY IDXPERT OUTDOOR VINYL 1.0IN X 30 FT _WT on BL	Cart	2	77.12	$154.25
XSL-115-427	BRADY IDXPERT Labels 1.500" W x .500" H_Print Area Self Lam _250	Cart	10	63.07	$630.75
CF54/300EZ	Cablofil - 2" x 12" cable tray - 10' Section	Each	20	118.30	$2,365.95
FASPCH300PG	Cablofil - Hangers-Center Hung	Each	40	16.24	$649.43
SWKEZ	Cablofil - Splice Connectors Pack of 50	Each	2	101.73	$203.46
12419-736	Chatsworth - 36" Wall Mount Cabinet	Each	14	626.18	$8,766.53
12804-701	Chatsworth - Fan Kit, 115 VAC, 100 CFM	Each	14	100.16	$1,402.21
57014-703	Chatsworth Velocity Standard Pack	Pack	4	336.67	$1,346.68
11521-704	Chatsworth Wall Mount Bracket 2RU	Each	16	43.36	$693.80
40074-700	Chatsworth Shelf 3RU	Each	16	81.86	$1,309.83
10250-718	Chatsworth Ladder Tray 18" Section 10'	Each	5	92.44	$462.18
10595-718	Chatsworth Ladder Tray 18" Top Plate Kit	Each	5	30.00	$150.00
11421-718	Chatsworth Ladder Tray 18" Wall Angle Support Kit	Each	10	19.98	$199.80
13912-703	Chatsworth Vertical Wire Manager	Each	3	217.84	$653.52
CPCSSX2-0ZF005	CommScope 360GS10E MODULAR PATCH CORD 5FT DK BL	Each	750	15.30	$11,476.16
CPCSSX2-0ZF007	CommScope 360GS10E MODULAR PATCH CORD 7FT DK BL	Each	500	16.66	$8,330.71
CPCSSX2-0ZF010	CommScope 360GS10E MODULAR PATCH CORD 10FT DK BL	Each	500	18.70	$9,347.66
760092452	CommScope GigaSPEED XL MGS600 Series Cat 6A U/UTP Info Outlet, 318-blue	Each	850	12.83	$10,905.61
760152595	CommScope iPatch 1100GS6 Evolve U/UTP Patch Panel, 48 port	Each	15	872.57	$13,088.50
760152587	CommScope iPatch 1100GS6 Evolve U/UTP Patch Panel, 24 port	Each	5	436.28	$2,181.42
UC1BBB2-0ZF005	CommScope Uniprise UNC-BL-3FT Modulare Patch Cable 5FT Blue	Each	500	10.83	$5,415.85
UC1BBB2-0ZF007	CommScope Uniprise UNC-BL-3FT Modulare Patch Cable 7FT Blue	Each	500	11.78	$5,888.85
UC1BBB2-0ZF010	CommScope Uniprise UNC-BL-3FT Modulare Patch Cable 10FT Blue	Each	500	13.18	$6,592.44
UNJ600-BL	CommScope Uniprise Cat6 Info Outlet, Blue	Each	800	6.14	$4,909.74
UNP610-48P	CommScope Uniprise Cat6 Patch Panel, 48 Port	Each	10	318.38	$3,183.76
UNP610-24P	CommScope Uniprise Cat6 Patch Panel, 24 Port	Each	20	159.19	$3,183.76
107952442	CommScope M104 Type Surface Mount Box, four port ivory	Each	700	3.50	$2,450.14
108216151	CommScope Faceplate 4-Hole w/blanks_Modular Furniture	Each	150	4.62	$693.54
876540410	CommScope 10G4 ETL Verified Category 6A U/UTP Cable, Plenum	Each	150	703.59	$105,538.13
4763214/10	CommScope Uniprise 7504 Category 6 U/UTP Cable, Plenum, 1000ft	Each	140	378.40	$52,976.00
760008888	CommScope GigaSPEED® XL 1571 Category 6 U/UTP Cable, outdoor, black 1000ft	Each	10	367.99	$3,679.94
760106880	CommScope 12 Strand Fiber Singlemode I/O Interlocking Armor Plenum (12 SM)	Feet	3000	1.80	$5,410.29
760109496	CommScope 360G2 Cartridge 12 LC TeraSPEED, Blue w/Pigtails	Each	5	279.68	$1,398.42
760103085	CommScope 360 iPatch® G2 LC Fiber Shelf, sliding	Each	4	234.32	$937.30
760039867	CommScope RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray 1U Shelf	Each	4	38.18	$152.73
FDW LCLC42-MXF003	CommScope 3 FOOT - LC/LC Jumper Cable - SM	Each	12	47.47	$569.59
FDW LCLC42-MXF007	CommScope 7 FOOT - LC/LC Jumper Cable - SM	Each	12	47.47	$569.59
760072942	CommScope 1U SS Horizontal Trough Kit	Each	5	48.53	$242.65
760072959	CommScope 2U SS Horizontal Trough Kit	Each	20	48.70	$973.91
760103796	CommScope M61A-318 BLUE ICON - 100 \ bag	Each	16	11.16	$178.60
RCURN082	GEIST - 102D20ST5-OD Switched Ultra PDU	Each	5	802.89	$4,014.47
RTAFHD3-12	GEIST - Remote Temperature, Humidity, Air Flow, and Dew Point Sensor, 12' cord	Each	5	153.09	$765.43
GBI14420TMGBKT	HAGER 1/4" X 4" X 20" TMGB KIT	Each	5	218.90	$1,094.52
GBI14212TGBKT	HAGER 1/4" X 2" X 12" TGB KIT	Each	12	98.15	$1,177.77
RGBHKIT14119.25	HAGER 1/4" X 1" X 19" RACK MOUNT KIT	Each	17	54.11	$919.89
IMSOC10-1	Pelco - Sarix MiniDome .5 Megapixel Fixed Camera	Each	5	475.68	$2,378.42
EZDP44S	STI 44+Single Pathway Kit w/ 1 Pathway, Two (2) Mount Plates And Labels	Each	10	369.42	$3,694.25
EZRCM44S	STI Radius Control Module - One Pair (2) For Use With Series 44+ Pathway	Each	5	13.23	$66.16
2900	Wiremold One Piece Latching Raceway 6ft Length	Feet	2000	2.60	$5,203.00
2911	Wiremold Flat Elbow for 2900 Raceway	Each	150	1.80	$269.61
2906	Wiremold Cover Clip for 2900 Raceway	Each	150	1.77	$266.06
2986	Wiremold Drop Ceiling Fitting for 2900 Raceway	Each	150	1.95	$292.67
40N2B08V	Wiremold Two Compartment Raceway Base	Each	550	4.16	$2,289.32
40N2C08V	Wiremold Two Compartment Raceway Cover	Each	550	2.79	$1,534.89
40N2F05V	Wiremold Cover Clip for 40N2B08V Base	Each	75	5.57	$417.72
40N2F06V	Wiremold Cover Clip for 40N2C08V Cover	Each	75	5.57	$417.72
40N2F21V	Wiremold Entrance Fitting For 40N2B08V Base	Each	75	19.03	$1,426.98
40N2F11V	Wiremold Flat Elbow for 40N2B08V Raceway	Each	75	19.37	$1,452.70
40N2F17V	Wiremold Internal Elbow for 40N2B08V Raceway	Each	75	10.75	$806.17
40N2F19V	Wiremold External Elbow for 40N2B08V Raceway	Each	75	13.24	$993.30
40N2F20V	Wiremold Blank End Fitting for 40N2B08V Raceway	Each	75	5.81	$435.46
SU1000RTXL2UA	SmartOnline 1kVA Dble-Conversion UPS, Rack/Tower, 100/110/120V NEMA outlets	Each	40	736.07	$29,442.83
SNMPWEBCARD	For remote monitoring and control via SNMP, Web or Telnet	Each	40	286.31	$11,452.28
BP24V15RT2U	External Battery Pack for UPS System	Each	6	249.86	$1,499.17
BP24V70-3U	External Battery Pack for UPS System	Each	2	1,240.27	$2,480.53
2-9USTAND	Convert- UPS + BP- Rackmount to a Tower Mount	Each	4	122.71	$490.83
			Materials Price		358,169.68
			Installation Price		401,283.64
	District 8 and District 9 HQ Buildings, Cty HQ's, Substations, DMV Regional Offices	**and**	**Total Bid Price**		**759,453.32**
utside of original Purchase order. Used for award purpose only			100 Hours Labor	$91.20	**$9,120.00**