



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

State of West Virginia
 Request for Quotation
 09 - Construction

Proc Folder: 88133

Doc Description: Infrastructure cable replacement for Purchasing Division

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2015-03-09	2015-03-31 13:30:00	CRFQ 0213 PUR1500000003	1

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

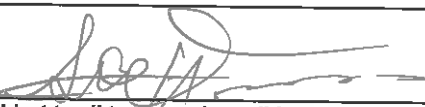
VENDOR

Vendor Name, Address and Telephone Number: *Pomeroy IT Solutions Sales Company, Inc.*
500 Westmoreland Office Park
Punbar, WV 25064
(304) 746-4434

03/31/15 12:01:03
 WV Purchasing Division

FOR INFORMATION CONTACT THE BUYER

Guy Nisbet
 (304) 558-2596
 guy.l.nisbet@wv.gov

Signature X  FEIN # *61-1352158* DATE *31 Mar 2015*

All offers subject to all terms and conditions contained in this solicitation

INVOICE TO		SHIP TO	
ADMINISTRATIVE SECRETARY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV25305 US		ADMINISTRATIVE SECRETARY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	CAT 6A Cabling equipment	0.00000	LS		\$108,770.74

Comm Code	Manufacturer	Specification	Model #
43221700			

Extended Description :

Vendor is to use Exhibit "A" Table "A" CAT-6A equipment and installation.

INVOICE TO		SHIP TO	
ADMINISTRATIVE SECRETARY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV25305 US		ADMINISTRATIVE SECRETARY DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON ST E CHARLESTON WV 25305 US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	CAT 6 Cabling equipment	0.00000	LS		\$87,860.82

Comm Code	Manufacturer	Specification	Model #
43221700			

Extended Description :

Vendor is to use Exhibit "A" Table "B" CAT-6 equipment and installation.

PUR150000003	Document Phase Final	Document Description Infrastructure cable replacement for Purchasing Division	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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:

West Virginia Purchasing Division
2019 Washington Street, East
1st Floor Conference Room
Charleston, WV, 25305
March 16th, 2015 at 09:30 AM, EST

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. Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: March 19th, 2015 at 11:00 AM. EST.

Submit Questions to: Guy Nisbet, Buyer Supervisor
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Guy.L.Nisbet@WV.Gov.

5. **VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication 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 submitted electronically through wvOASIS or 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 electronic submission via wvOASIS, 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

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

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, and chooses to respond in a manner other than by electronic submission through wvOASIS, 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, if Vendor does not submit its bid through wvOASIS, 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: (This only applies to CRFP)

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 confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: March 31st, 2015 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.
10. **ALTERNATES:** Any model, brand, or specification listed in this Solicitation 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. **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.
13. **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.
14. **UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
15. **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 Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.
16. **SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, 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 contract award 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.

- 17. 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.
- 18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

GENERAL TERMS AND CONDITIONS:

1. **CONTRACTUAL AGREEMENT:** Issuance of a Award Document 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 or 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. "Award Document" 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 contract holder.
 - 2.6. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 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 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.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery 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 twenty-five (25) calendar days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will 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 Award Document 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 _____. The performance bond must be 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 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.
- 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:** In the amount of \$500,000.00 _____ or more.
- Builders 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.

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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. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
- 10. 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.
- 11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of two hundred-fifty (\$250.00) dollars per calendar day for delay of completed project beyond the twenty-five (25) calendar days allowed. 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.

- 12. 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 Award Document, upon receipt.
- 13. 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.
- 14. 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.
- 15. 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.
- 16. 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 also 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.
- 17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.
- 18. 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.
- 19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable law.
- 20. 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.

21. **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.
22. **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.
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **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.

29. 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>.

30. 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. and the competitive bidding laws found West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-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. 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. Additionally, pricing or cost information will not be considered exempt from disclosure and requests to withhold publication of pricing or cost information 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.

31. 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.

- 32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document 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.
- 33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer 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 Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein. Vendor's signature on its bid or offer 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 or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer 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.
- 34. 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.
- 35. 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.

- 36. 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.
- 37. 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.
- 38. 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.
- 39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an 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.
- 40. 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.

- 41. 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.

- 42. 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:
- c. 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

- d. 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.

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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products.

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

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

ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)

- 1. CONTRACTOR'S LICENSE:** West Virginia Code § 21-11-2 requires that all persons desiring to perform contracting work in this state be licensed. The West Virginia Contractors Licensing Board is empowered to issue the contractor's license. Applications for a contractor's license may be made by contacting the West Virginia Division of Labor. West Virginia Code § 21-11-11 requires any prospective Vendor to include the contractor's license number on its bid. Failure to include a contractor's license number on the bid shall result in Vendor's bid being disqualified. Vendors should include a contractor's license number in the space provided below.

Contractor's Name: Pomeroy IT Solutions Sales Corp

Contractor's License No. WV 034855

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a Award Document.

- 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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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 shall 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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

- 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. Pursuant to W. Va. Code 21-1D-2(b) and (k), this provision does not apply to public improvement contracts the value of which is \$100,000 or less or temporary or emergency repairs.

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.

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CENTRALIZED REQUEST FOR QUOTATION
Equipment, Installation of Structured Infrastructure Cable Telecommunications Distribution System

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Administration to establish a "One-Time" Construction Contract for the installation of a structured "infrastructure cable telecommunications distribution system" for the West Virginia Purchasing Division location at 2019 Washington Street, East, Charleston, WV. 25305.

Vendor will provide all equipment, parts and labor for the removal of old equipment and installation of new equipment. Vendor will be required to remove current CAT 5 system during replacement upgrade. Vendor will be required to dispose of removed equipment in an environmentally and proper manner.

CURRENT OPERATING ENVIRONMENT: The Purchasing Division, known as Building 15 of the Capitol Complex, is a two (2) story office building that has modular offices setup within it and is cabled with existing CAT-5 cabling. Some of the offices are permanently-walled offices and others are office workstations that are divided into cubicles.

This project is time sensitive and will be done in tandem with current planned carpet replacement and modular office wall dismantle and reassemble. Currently the planned time frame for this project will be May 11th, 2015 and must be completed within four (4) weeks complete with all functions in place and working.

2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
- 2.1 "Contract Services" means installation, testing and acceptance of a structured infrastructure cable telecommunications distribution system as more fully described in these specifications.
- 2.2 "Pricing Page" means the pages, contained wvOASIS or attached hereto as Exhibit 'A', upon which Vendor should list its proposed price for the Contract Services. Exhibit 'A' is made up of two (2) sections Table A [Cat 6A] and Table B [Cat 6].
- 2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.4 **Abbreviations and Acronyms:**

ADMIN	ADMINISTRATION
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AWG	AMERICAN WIRE GAUGE

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BICSI	BUILDING INDUSTRY CONSULTING SERVICE INTERNATIONAL
BLDG.	BUILDING
CAD	COMPUTER AIDED DRAWING
CAT	CATEGORY
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
SNMP	SIMPLE NETWORK MANAGEMENT PROTOCOL
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

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3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

- 3.1. The Vendor must have a **BICSI RCDD®** (*Registered Communications Distribution Designer*) with OSP (Outside Plant) designation 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. Should the RCDD assigned to this project change during the installation, the new RCDD assigned must meet all requirements of the CRFQ.

The BICSI RCDD® certification should be submitted with the bid and will be required before award of contract.

- 3.2. The Vendor must have a **CommScope** and **BICSI Registered Installers and Technicians** or equal certification.

Certification proof should be submitted with the Vendor's submitted bid and will be required before Purchase Order is issued.

- 3.3. The vendor must provide a list of previous projects using Attachment B that shall be required before awarding of the project.

- 3.3 The West Virginia State Building Code and West Virginia State Fire Code are made part of this contract document in their entirety and compliance with these codes is mandatory.

4. MANDATORY REQUIREMENTS:

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

4.1.1 Materials Equipment

- 4.1.1.1 See the attached spreadsheet Exhibit 'A' Table A [Cat 6A] and Table B [Cat 6] for list of materials for this project

4.1.2 Grounding

- 4.1.2.1 Vendor must bond to the TMGB (Telecommunications Main Grounding Busbar) in the TER. The TMGB will be installed in

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Equipment, Installation of Structured Infrastructure Cable Telecommunications Distribution System

the center of the northern wall a minimum of eight (8) feet above the floor.

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

4.1.3 Workstation area locations as designed

- 4.1.3.1 Installation of (220) CAT-6 and/or CAT-6A Outlets as required.
- 4.1.3.2 Each drop must be terminated in a flush faceplate or surface mount box.
- 4.1.3.3 All cable installed in modular furniture must be enclosed in the wall of furniture pathways and spaces or duct and/ or split loom must be used.
- 4.1.3.4 Each cable drop must be terminated 568B (see Attachment "D") wiring configuration on a CAT-6 and/or CAT-6A blue outlet unless designated otherwise.
- 4.1.3.5 One CAT-6 and/or CAT-6A Patch cable shall be provided for each dual drop location. 75% of these cables shall be ten foot in length and 25% shall be fourteen foot in length for the station

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end drop location. In addition 15 CAT-6 and/or CAT-6A patch cables ten foot long shall be provided for spare.

4.1.4 AS – BUILT DRAWINGS - Three (3) paper sets of as-built drawings and an electronic media form utilizing AutoCAD and /or Micro Station software must be delivered to the State of West Virginia Purchasing Division, Attn: Guy Nisbet, Buyer Supervisor, 2019 Washington Street, East, Charleston, WV, 25305 within six (6) weeks of acceptance of project by the State of West Virginia Purchasing.

4.1.5 Telecommunications Equipment Room (TER) Build

4.1.5.1 The Main TER must include a rack-mounted shelf under the last patch panel for future equipment and an environmental monitoring unit that at a minimum monitors temperature, humidity and airflow.

4.1.5.2 The Main TER must contain a Telecommunications Main Grounding Busbar (TMGB) which is bonded to the electrical service entrance ground and a Earth ground. All other Building TER's must have a Telecommunications Grounding Busbar (TGB) and each TGB is connected together with a backbone of insulated stranded (or solid) copper cable. This backbone is connected back to the TMGB in the main TER.

4.1.4.3 All Building TER's 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.

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

4.1.4.5 The equipment/distribution rack must be grounded to the TER grounding Busbar.

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

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

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- 4.1.4.8** Each drop of cable extended to the designated Telecommunications Equipment Room (TER) must be terminated following TIA/EIA 568B standard (see Attachment "D") using the T-568B pin/pair assignment (also located in Attachment "D") 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.
- 4.1.4.9** 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.
- 4.1.4.10** 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.
- 4.1.4.11** Patch cables five foot in length shall be provided for each terminated cable on the patch panels. An additional 15% Patch cables five foot in length shall be provided for spares.

4.1.5 Firestopping Materials

- 4.1.5.1** All fire stopping will be accomplished using EZ-PATH (or equal) Fire Rated Pathway units.
- 4.1.5.2** Fire rated wiring devices must bear the UL Classification marking.
- 4.1.5.3** Device must be tested in accordance with ASTM E 814 (ANSI/UL1479)
- 4.1.5.4** 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.
- 4.1.5.5** The device (per code requirements) must include both internal and external fire stopping.

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Equipment, Installation of Structured Infrastructure Cable Telecommunications Distribution System

- 4.1.5.6 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.**
- 4.1.5.7 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.**
- 4.1.5.8 The device must utilize a fire and smoke sealing system that automatically adjusts to the addition or removal of cables.**
- 4.1.5.9 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**
- 4.1.5.10 Wiring devices must be capable of allowing a 0 to 100-percent visual fill of cables.**
- 4.1.5.11 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.**
- 4.1.5.12 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.**
- 4.1.5.13 Wire devices must be provided with steel wall plates allowing for single or multiple devices to be ganged together.**
- 4.1.5.14 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.**
- 4.1.5.15 Wiring devices must be installed in locations where required.**
- 4.1.5.16 Install the devices in strict accordance with the approved shop drawings and the equipment manufacturer's recommendations.**
- 4.1.5.17 Apply the factory supplied gasket material prior to the installation of the wall plates.**

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- 4.1.5.18** Secure wall plates to devices per the equipment manufacturer's recommendations.
- 4.1.5.19** New and existing raceways, cable trays, and cables for power, data, and communications systems penetrating non-rated and fire-rated floors, walls, and other partitions of building construction must be firestopped where they penetrate new or existing building construction.
- 4.1.5.20** 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.
- 4.1.5.21** Verify that cabling and other penetrating elements and supporting devices have been completely installed and temporary lines and cables have been removed.
- 4.1.5.22** 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.
- 4.1.5.23** **SLEEVES** - 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

4.1.6 Cutting and Patching

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

- 4.1.6.1** Patching includes openings and voids left in existing construction because of demolition.
- 4.1.6.2** The work must include necessary assemblies and materials to maintain required fire ratings.
- 4.1.6.3** Perform cutting as to not impair structural stability of building construction and systems.

CENTRALIZED REQUEST FOR QUOTATION
Equipment, Installation of Structured Infrastructure Cable Telecommunications Distribution
System

4.1.6.4 The Work must be done by crafts persons skilled in the particular trades affected.

4.1.6.5 Patching materials must match existing materials in type and quality. Patching must be done to match appearance of adjacent surfaces.

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

4.1.7 **CLEANING** - 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.

4.1.8 **Staging of Materials** - The State will provide space for staging of materials on site, but will not be responsible for staged materials.

5. CONTRACT AWARD:

5.1 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 Exhibit "A" for either the Table A or Table B version of the project. The Agency reserves the right to pick version based on funding availability.

Contract will be to the lowest bid item either Exhibit "A" Table A for CAT-6A Cable or Exhibit "A" Table B for CAT-6 Cable depending upon funding available at the time of award.

Vendor's submitting equipment as "EQUAL" must use corresponding Table of Exhibit "A" to list equipment, Brand and Model of part being substituted.

5.2 Pricing Page: Vendor should complete the Pricing Page (Exhibit 'A' Table A and Table B) by providing a firm fixed price as vendor's quote for a complete job using CAT-6A Cable and by providing a firm fixed price as vendor's quote for a complete job using CAT-6 Cable.

CENTRALIZED REQUEST FOR QUOTATION
Equipment, Installation of Structured Infrastructure Cable Telecommunications Distribution
System

Vendors who wish to respond to a Centralized Request for Quotation (CRFQ) online may submit information through the State's wvOASIS Vendor Self Service (VSS). Vendors should download the Exhibit "A": Pricing Page that is attached separately to the CRFQ and published to the VSS. Vendors must complete this form with their price information and include it as an attachment to their online response with an Attachment Type of "Pricing". The Pricing Page attachments (Pricing) are then downloaded by the Buyer during the scheduled bid opening for bid evaluation.

If unable to respond online please submit the Exhibit 'A' Proposal Form/Pricing Pages with your bid prior to the scheduled bid-opening date.

6. **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.
7. **PAYMENT:** Agency shall pay a lumped sum, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **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.
9. **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:
 - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

CENTRALIZED REQUEST FOR QUOTATION
Equipment, Installation of Structured Infrastructure Cable Telecommunications Distribution
System

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

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

CENTRALIZED REQUEST FOR QUOTATION
Equipment, Installation of Structured Infrastructure Cable Telecommunications Distribution
System

10. VENDOR DEFAULT:

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

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

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

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

10.1.4. Failure to remedy deficient performance upon request.

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

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

CENTRALIZED REQUEST FOR QUOTATION
Equipment, Installation of Structured Infrastructure Cable Telecommunications Distribution
System

11. MISCELLANEOUS:

11.1. 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.

Contract Manager: Michael Shank

Telephone Number: 304-746-4434

Fax Number: 304-746-4430

Email Address: Michael.Shank@pomeron.com

11.2 Permits: The Vendor shall procure all necessary permits and licenses to comply with all applicable Federal, State, or Municipal laws, along with all regulations, and ordinances of any regulating body.

11.3 Project Closeout:

11.3.1 Final cleanup shall be completed prior to final inspection.

11.3.2 Vendor shall submit warrants documents to Agency Project Manager a final inspection.

11.3.3 Perform final inspection with the Agency Project Manager.

11.4 Final Inspection: The final inspection will be conducted by a Project Manager from the Agency. Work found to be in accordance with the Contract Documents will be accepted as complete for final acceptance. Unacceptable work, or work not in accordance with the Contract Documents shall be removed, replaced, changed or cleaned as required to meet requirements of Contract Documents Prior to final acceptance. Final acceptance does not waive or release Vendor to conform to the Contract Documents.

11.5 Work Restrictions: Work shall be generally performed inside the existing building between normal business hours of 8:00 am – 5:00 pm, Monday through Friday, except state recognized holidays (Memorial Day May 25th, 2015).

CENTRALIZED REQUEST FOR QUOTATION
Equipment, Installation of Structured Infrastructure Cable Telecommunications Distribution
System

11.6 Parking: Parking in non-designated areas is not permitted. Parking is the responsibility of the Vendor. Vendor's vehicles may be brought on-site for loading and unloading or to provide equipment necessary for conducting the work. Use of sidewalk areas for parking is strictly prohibited.

11.7 Codes: All work is to be performed in compliance with all applicable Federal and State codes including but not limited to the, International Building Code, International Mechanical Code and related standards.

11.8 Safety: All applicable local safety and OSHA rules and guidelines shall be met by the vendor. Work shall be subject to verification and inspection by GSD Safety representatives. Such verification shall not relieve the Vendor from meeting all applicable safety regulations and inspection by other agencies.

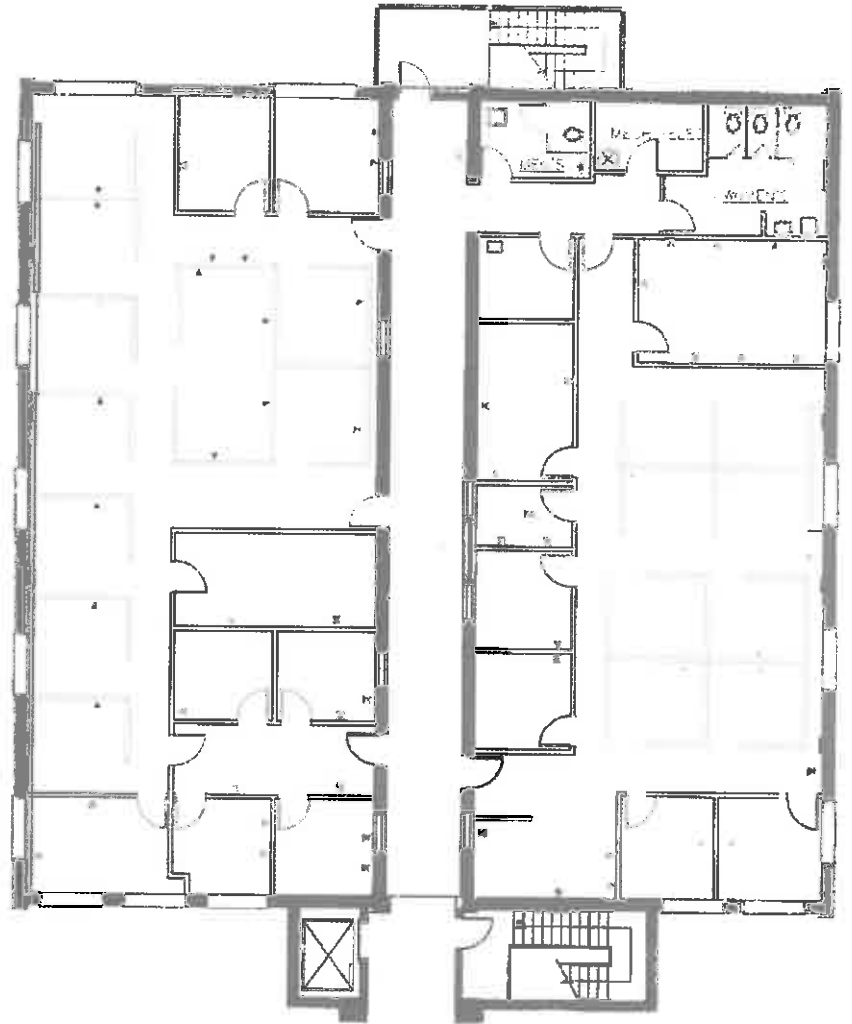
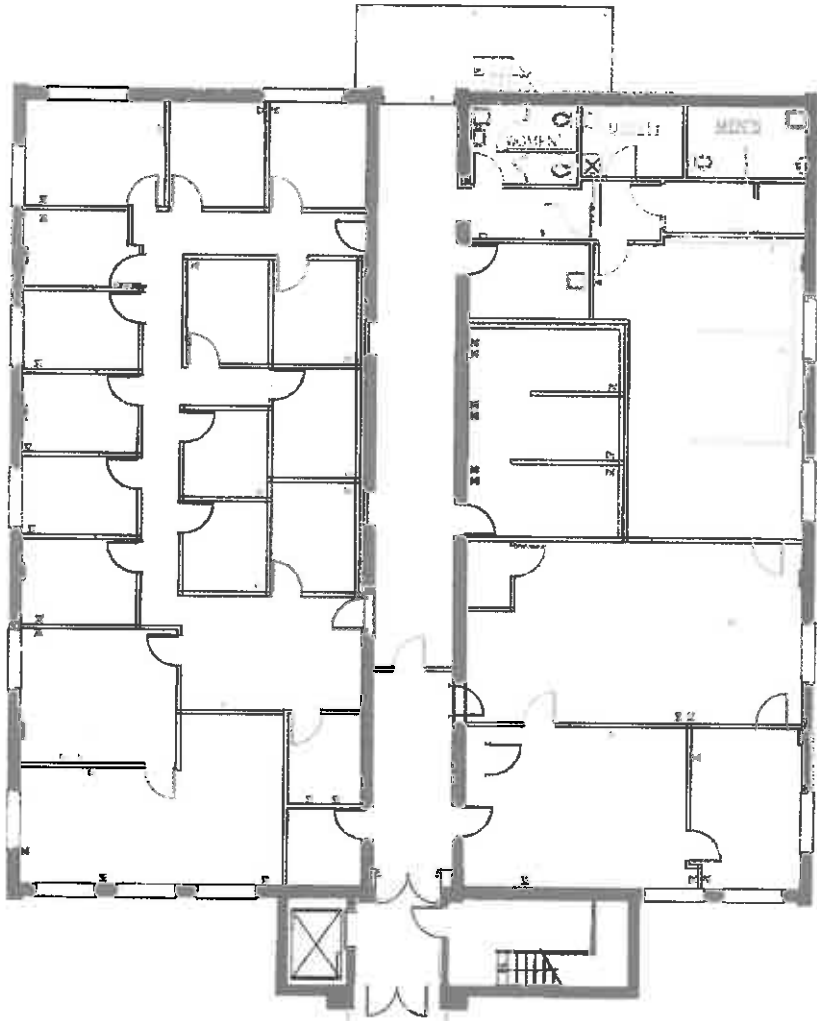
Notify Owner if suspected hazardous materials are encountered. Any areas requiring abatement will be provided by the GSD under separate contract.

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

NETWORK PORT DIAGRAM
BUILDING 15

1ST FLOOR

2ND FLOOR



000038

Kanawha
WV Purchasing
Category 6 Exhibit A Table B
Cabling
CRFQ 0213 PUR150000003

RFQ Part #	Spec Description	Quoted Brand	Alternat Brand Model #	Description	QUANTITY	Unit Price	Extended Price	Total Labor
67014-703	Chatsworth Velocity Standard Rack or Equal	Chatsworth	CP157014-703	Velocity Standard Rack	1	\$ 490.95	\$490.95	\$150.00
10250-718	Chatsworth Ladder Tray 18" Section 10 or equal	Chatsworth	CP110250-718	18"x10" Ladder Tray	1	\$ 143.16	\$143.16	\$160.00
10595-718	Chatsworth Ladder Tray 18" Top Plate Kit or equal	Chatsworth	CP110595-718	18" LADDER TRAY TOP PLATE KIT	1	\$ 46.50	\$46.50	\$37.50
11421-718	Chatsworth Ladder tray 18" Wall Angle Support Kit	Chatsworth	CP111421-718	18" LADDER TRAY WALL ANGLE SUPPORT KIT	1	\$ 36.95	\$36.95	\$37.50
13912-703	Chatsworth Vertical Wire Manager or Equal	Chatsworth	CP113912-703	Vertical Wire Manager	1	\$ 320.41	\$320.41	\$37.50
UC1BBB2-0ZF006	Uniprise UNC6-BL-5ft Modular Patch Cable 5ft Blue or Equal	Leviton	LEV6D460-5L	5ft Cat6 SlimLinePatch Cable (Blue)	150	\$ 9.39	\$1,407.90	\$562.50
UC1BBB2-0ZF010	Uniprise UNC6-BL-10ft Modular Patch Cable 10ft Blue or Equal	Leviton	LEV6D460-10L	10ft Cat6 SlimLinePatch Cable (Blue)	110	\$ 11.73	\$1,290.30	\$412.50
UC1BBB2-0ZF014	Uniprise UNC6-BL-14ft Modular Patch Cable 14ft Blue or Equal	Leviton	LEV6D460-15L	15ft Cat6 SlimLinePatch Cable (Blue)	40	\$ 14.08	\$563.16	\$160.00
UNJ600-BL	Comscope Uniprise CAT6 Info Outlet Blue or Equal	Leviton	LEV61110-RL6	BLU Cat6 QKPRJ Jack	220	\$ 6.49	\$1,427.14	\$6,250.00
UNP-U-810-2U-48	Commscope Uniprise Cat6 Panel 2u 48P or Equal	Leviton	LEV69596-U48	48 PT CAT6+BAR Ppanel	5	\$ 304.59	\$1,522.95	\$56.25
4763214/10	Commscope Cat6 Uniprise Cable, Plenum, Blue, 1000ft length or Equal	Berk-Tek	WCET10130484	LANmark 1000 -Cat6 Blue CMP (1000ft) Reel	44	\$ 364.00	\$16,016.00	\$27,500.00
107952442	Commscope M104 Type Surface Mount Box, Four Port Ivory or Equal	Leviton	LEV41089-4IP	IVY 4 Port Outlet	20	\$ 3.21	\$64.22	\$375.00
760118240	Commscope Faceplate 4-Hole W/Blanks Modular Furniture or Equal	Leviton	LEV49910-EE4	4-Port Faceplate w/ID (Modular Furniture)	100	\$ 5.93	\$592.80	\$1,875.00
760127639	Commscope 6 strand fiber MM plenum Armoured or Equal	Berk-Tek	WCETPDPK008EB3010/25	6-STR OM4 Plenum Armoured Fiber	200	\$ 2.20	\$439.40	\$11,250.00
760109470	Commscope 360G2 Cartridge 12 LC Laserspeed, w/Pigtails Ir Equal	Leviton	LEV6F100-2QL	Aqua FBR ADP PLT	1	\$ 85.94	\$65.94	\$14.25
		Leviton	LEV902-54PLC-KIT	Splice Kit	1	\$ 207.04	\$207.04	\$150.00
760193771	Commscope 360 IPatch G2 LC Fiber Shelf, Sliding or Equal	Leviton	LEV5R1UM-S03	1RU Enclosure	1	\$ 185.78	\$185.78	\$18.75
	Commscope RS-2AF-16SF Rotosplice Kit E/W 2x Fusion Splice Tray 1U Shelf or Equal	Leviton	LEV5PLS-24F	24F PLS+CVR SPLC Tray	1	\$ 44.97	\$44.97	\$11.25
760039867	Commscope 3 Foot -LC/LC Jumper Cable - MM or Equal	Leviton	LEVFPCC-M4RD1CC-003FAB	3ft OM4 LC/LC Jumper Cable	3	\$ 55.00	\$165.01	\$33.75
FEFL3L342	Commscope 1U SS Horizontal Trough Kit or Equal	Leviton	LEV491RU-HFO	1.5x3 In. HOR SLT DUCT	2	\$ 34.45	\$68.90	\$37.50
760072842	Commscope 2U SS Horizontal Trough Kit or Equal	Leviton	LEV492RU-HFO	2In. HOR SLT DUCT	6	\$ 41.60	\$249.60	\$225.00
760072959	Commscope 2U SS Horizontal Trough Kit or Equal	Leviton	LEV492RU-HFO	2In. HOR SLT DUCT	6	\$ 41.60	\$249.60	\$225.00
GB114212TGBKT	Hager 1/4"x2"x12" TGB KIT or Equal	Hager	E-PGB114212TGBKT	Hager 1/4"x2"x12" TGB KIT or Equal	12	\$ 117.47	\$1,409.62	\$450.00
EZDP44S	STI 44+Single Pathway Kit w/1 Pathway, Two Mount Plates and Labels or Equal	Ezpath	STHEZDP44S	Fire RTD PWY DEVICE KIT	2	\$ 327.85	\$655.69	\$75.00
EZRCM44S	STI Radius Control Module - One Pair (2) For Use with Series 44+ Pathway or Equal	Ezpath	STHEZRCM44S	Radius Control Module	2	\$ 11.77	\$23.53	\$22.50
2900	Wiremold One Piece Latching Raceway 6 ft length or Equal	Wiremold	W-M2900	Ivy Latch Duct P/Ft	24	\$ 2.68	\$64.27	\$460.00
2911	Wiremold Flat Elbow for 2900 raceway or Equal	Wiremold	W-M2911	IVY 90D Flat Elbow	10	\$ 1.92	\$19.24	\$112.50
2906	Wiremold Cover Clip for 2900 raceway or Equal	Wiremold	W-M2906	IVY Cover Clip	10	\$ 1.90	\$18.98	\$112.50
2986	Wiremold Drop Ceiling Fitting for 2900 raceway or Equal	Wiremold	W-M2986	IVY Drop Ceiling Conn	20	\$ 2.11	\$42.12	\$225.00
							\$ 27,582.074	\$ 62,778.750

PROJECT MGT	Project management, Engineering, Submittals, Construction meetings, installation management, tech support	40	\$4,000
Misc.	Misc. Materials, consumables, DT,	1	\$2,000
Safety/Firestopping	Firestopping installation and Components	1	\$1,500
Total Materials			Total Labor
			\$27,582.07
			\$62,778.75
			Grand Total
			\$87,880.82

Kanawha
 WV Purchasing
 Category 6a Exhibit A Table A
 Cabling

CRFQ 0213 PUR150000003
 Alternate Brand Model #

Note: Does not meet Cat6a Standard
 Description

RFQ Part #	Spec Description	Quoted Brand	CRFQ 0213 PUR150000003 Alternate Brand Model #	Description	QUANTITY	Unit Price	Extended Price	Total Labor
57014-703	Chatsworth Velocity Standard Rack or Equal	Chatsworth	CP157014-703	Velocity Standard Rack	1	\$ 490.95	\$490.95	\$160.00
10250-718	Chatsworth Ladder Tray 18" Section 10 or equal	Chatsworth	CP110250-718	18"x10" Ladder Tray	1	\$ 143.16	\$143.16	\$150.00
10595-718	Chatsworth Ladder Tray 18" Top Plate Kit or equal	Chatsworth	CP110595-718	18" LADDER TRAY TOP PLATE KIT	1	\$ 46.50	\$46.50	\$37.50
11421-718	Chatsworth Ladder tray 18" Wall Angle Support Kit	Chatsworth	CP111421-718	18" LADDER TRAY WALL ANGLE SUPPORT KIT	1	\$ 38.95	\$38.95	\$37.50
13912-703	Chatsworth Vertical Wire Manager or Equal	Chatsworth	CP113912-703	Vertical Wire Manager	1	\$ 320.41	\$320.41	\$37.50
02F005 (See note:)	Uniprise UNC6-BL-5ft Modular Patch Cable 5ft Blue or Equal	Leviton	LEV6AS10-5L	5ft Cat6A SlimLinePatch Cable (Blue)	150	\$ 17.93	\$2,689.05	\$562.50
UC18BBZ-02F010 (See note:)	Uniprise UNC6-BL-10ft Modular Patch Cable 10ft Blue or Equal	Leviton	LEV6AS10-10L	10ft Cat6A SlimLinePatch Cable (Blue)	110	\$ 22.10	\$2,431.00	\$412.50
UC18BBZ-02F014 (See note:)	Uniprise UNC6-BL-14ft Modular Patch Cable 14ft Blue or Equal	Leviton	LEV6AS10-15L	15ft Cat6A SlimLinePatch Cable (Blue)	40	\$ 27.30	\$1,092.00	\$150.00
UNJ10G-BL	Commscope CAT6A Info Outlet Blue or Equal	Leviton	LEV6A10G-RL6	BLU Cat6A QIKPRT Jack	220	\$ 15.60	\$3,432.00	\$5,250.00
UNP-U-10G-2U-48	Commscope Universal 10G Cat6A Panel 2u 48P or Equal	Leviton	LEV6A586-U48	48 PT CAT6A+BAR Ppanel	5	\$ 635.98	\$3,179.88	\$56.25
876540410	Commscope Cat6A Cable, Plenum, Blue, 1000ft length or Equal	Berk-Tek	WCEBT10130484	LANmark -10G2 Cat6A Blue CMP (1000ft) Reel	44	\$ 689.00	\$30,316.00	\$27,500.00
107952442	Commscope M104 Type Surface Mount Box, Four Port Ivory or Equal	Leviton	LEV41098-4IP	IVY 4 Port Outlet	20	\$ 3.21	\$64.22	\$375.00
760118240	Commscope Faceplate 4-Hole W/Blanks, Modular Furniture or Equal	Leviton	LEV49910-EE4	4-Port Faceplate w/ID (Modular Furniture)	100	\$ 5.93	\$592.90	\$1,875.00
760127639	Commscope 6 strand fiber MM plenum Armoured or Equal	Berk-Tek	WCEBTPDPK006EB3010/25	6-STR OM4 Plenum Armoured Fiber	200	\$ 2.20	\$439.40	\$11,250.00
760109470	Commscope 360G2 Cartridge 12 LC Lazarspeed, w/Pigtails Ir Equal	Leviton	LEV5F100-2QL	Aqua FBR ADP PLT	1	\$ 65.94	\$65.94	\$11.25
		Leviton	LEV902-54PLC-KIT	Splice Kit	1	\$ 207.04	\$207.04	\$160.00
760193771	Commscope 360 IPatch G2 LC Fiber Shelf, Sliding or Equal	Leviton	LEV5R1UM-S03	1RU Enclosure	1	\$ 185.78	\$185.78	\$18.75
	Commscope RS-2AF-16SF Rolosplice Kit E/W 2x Fusion Splice Tray 1U Shelf or Equal	Leviton	LEV75PLS-24F	24F PLS+CVR SPLC Tray	1	\$ 44.97	\$44.97	\$11.25
760039867	Commscope 3 Foot -LC/LC Jumper Cable - MM or Equal	Leviton	LEVFPD-M4RD1CC-003FAB	3ft OM4 LC/LC Jumper Cable	3	\$ 55.00	\$165.01	\$33.75
FEXL3L342	Commscope 1U SS Horizontal Trough Kit or Equal	Leviton	LEV491RU-HFO	1.5x3 In. HOR SLT DUCT	2	\$ 34.45	\$68.90	\$37.50
760072942	Commscope 2U SS Horizontal Trough Kit or Equal	Leviton	LEV492RU-HFO	2In. HOR SLT DUCT	6	\$ 41.60	\$249.60	\$225.00
760072959	Hager 1/4"x2"x12" TGB KIT or Equal	Hager	E-PGB14212TGBKT	Hager 1/4"x2"x12" TGB KIT or Equal	12	\$ 117.47	\$1,409.62	\$450.00
GBI14212TGBKT	STI 44+Single Pathway Kit w/1 Pathway, Two Mount Plates and Labels or Equal	Ezpath	STHEZDP44S	Fire RTD PWY DEVICE KIT	2	\$ 327.85	\$655.69	\$75.00
EZDP44S	STI Radius Control Module - One Pair (2) For Use with Series 44+ Pathway or Equal	Ezpath	STHEZRMC44S	Radius Control Module	2	\$ 11.77	\$23.53	\$22.50
EZRMC44S	Wiremold One Piece Latching Raceway 6 ft length or Equal	Wiremold	W-M2900	Ivy Latch Duct P/Ft	24	\$ 2.68	\$64.27	\$450.00
2900	Wiremold Flat Elbow for 2900 raceway or Equal	Wiremold	W-M2911	IVY 90D Flat Elbow	10	\$ 1.92	\$19.24	\$112.50
2911	Wiremold Cover Clip for 2900 raceway or Equal	Wiremold	W-M2906	IVY Cover Clip	10	\$ 1.90	\$18.98	\$112.50
2906	Wiremold Drop Ceiling Fitting for 2900 raceway or Equal	Wiremold	W-M2986	IVY Drop Ceiling Conn	20	\$ 2.11	\$42.12	\$225.00
2986							\$ 48,491.989	\$ 52,778.750

PROJECT MGT	Project management, Engineering, Submittals, Construction meetings, installation management, tech support	40		\$4,000
Misc.	Misc. Materials, consumables, DT,	1		\$2,000
Safety/Firestopping	Firestopping installation and Components	1		\$1,500
	Total Materials			\$1,500
				Total Labor
			\$48,491.99	\$52,778.75
				Grand Total
				\$108,770.74



State of West Virginia

PURCHASING DIVISION

Construction Bid Submission Review Form

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

Errors That Shall Be Reason for Immediate Bid Disqualification

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

Errors that May Be Reason for Bid Disqualification Before Contract Award

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



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

STATE OF WEST VIRGINIA,

COUNTY OF KANAWHA, TO-WIT:

I, JOSHUA HALSTEAD, after being first duly sworn, depose and state as follows:

1. I am an employee of Pomeroy IT Solutions Sales Company Inc. and,
(Company Name)
2. I do hereby attest that Pomeroy IT Solutions Sales Company 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: [Signature]

Title: Regional Sales Director

Company Name: Pomeroy IT Solutions Sales Company Inc.
TAF

Date: 3/26/15

Taken, subscribed and sworn to before me this 26 day of March, 2015.

By Commission expires October 26, 2020

(Seal)



[Signature]
(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.:

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

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

Pomeroy IT Solutions
Company

[Signature]
Authorized Signature

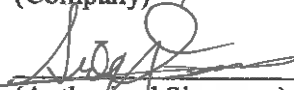
30 Mar 2015
Date

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

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, 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, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Pomeroy IT Solutions Sales Company INC.
 (Company)

 Stuart Damm, Technology Solutions Executive
 (Authorized Signature) (Representative Name, Title)

(304) 746-4434 (866) 307-5674 31 Mar 2015
 (Phone Number) (Fax Number) (Date)

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

**REGISTERED COMMUNICATIONS
DISTRIBUTION DESIGNER[®]**

IS AWARDED TO

Kent L Reed

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

Designation Number: 1710038
Registration Start Date: 1/1/2015
Registration End Date: 12/31/2017



Bicsi
RCDD
Since
6/30/1996

Tony Wherry

Chief, Registrations & Credentials Supervision Committee

Trisha Mendoya

Director of Credentialing

Information Transport Systems

This is to certify that
Justin M Matney



Customer # [REDACTED]

Valid Through: 11/15/2013 - 11/15/2016

is an ITS Installer 2, Copper in the
BICSi ITS Cabling Installation Program



Address: 8610 Hidden River Parkway
Tampa, FL 33637-1000 USA
Tel: +1 813.979.1991 or 800.242.7405
Fax: +1 813.971.4311
Web: www.bicsi.org
E-mail: bicsi@bicsi.org

Signature

A handwritten signature in black ink, appearing to read "Justin M Matney".

BICSi
ITS Cabling
Installation
Program

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV034855

Classification:

SPECIALTY
LOW VOLTAGE SYSTEMS

POMEROY IT SOLUTIONS SALES COM INC
DBA POMEROY IT SOLUTIONS SALES COM INC
4013 WASHINGTON STREET WEST
CHARLESTON, WV 25313

Date Issued

JUNE 07, 2014

Expiration Date

JUNE 07, 2015

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.



It is hereby recognized that

Jason B. Cavender

Has completed the Certification Course for
Copper and Optical Fiber Communications Cabling Systems

on behalf of

Pomeroy IT Solutions



David Rumpakis, RCDD
Contractor Programs Manager

9/16/2013

Certification Date

Expires December 31, 2015

LEVITON
Network Solutions

Bicsi
CONTINUING EDUCATION
CREDIT PROVIDER

8 BICSI ITS CEC's Awarded to Qualified BICSI Credential Holders

BICSI Event ID: OV-LEVI-WA-1212-3

It is hereby recognized that

Kent Reed

Has completed the Certification Course for
Copper and Optical Fiber Communications Cabling Systems

on behalf of

Pomeroy IT Solutions



David Rumpakis, RCDD
Contractor Programs Manager

9/16/2013

Certification Date

Expires December 31, 2015

LEVITON
Network Solutions

Bicsi
CONTINUING EDUCATION
CREDIT PROVIDER

8 BICSI ITS CEC's Awarded to Qualified BICSI Credential Holders

BICSI Event ID: OV-LEVI-WA-1212-3

It is hereby recognized that

Brad Hall

Has completed the Certification Course for
Copper and Optical Fiber Communications Cabling Systems

on behalf of

Pomeroy IT Solutions



David Rumpakis, RCDD
Contractor Programs Manager

9/16/2013

Certification Date

Expires December 31, 2015



LEVITON

Network Solutions



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CONTINUING EDUCATION
CREDIT PROVIDER

8 BICSI ITS CEC's Awarded to Qualified BICSI Credential Holders

BICSI Event ID: OV-LEVI-WA-1212-3

It is hereby recognized that

Joshua Ryan Budd

Has completed the Certification Course for
Copper and Optical Fiber Communications Cabling Systems

on behalf of

Pomeroy IT Solutions

David Rumpakis

David Rumpakis, RCDD
Contractor Programs Manager

9/16/2013

Certification Date

Expires December 31, 2015

LEVITON
Network Solutions

Bicsi
CONTINUING EDUCATION
CREDIT PROVIDER

8 BICSI ITS CEC's Awarded to Qualified BICSI Credential Holders

BICSI Event ID: OY-LEVI-WA-1212-3

POMEROY

infrastructure. optimized.™

Exhibit B: Vender References

West Virginia Lottery:

Installed Structured Cabling Drops, Fiber Optic Cabling in Various Casinos throughout the state.
Contact Steve Hutton (304) 558-0500 ext. 355

Bombardier Aerospace, Bridgeport WV

Installed over 300 Category 6 Data Drops, 900 Feet of 12-strand 50um Fiber backbone cabling.
Contact Tommy Veltri (304) 844-1553

West Virginia Dept. of Education

WVDE TFSS Contract, Responsible for Design and Implementation of structured cabling, Network Electronic projects in all 55 Counties.
Contact Sterling Beane (304) 558-7880

Putnam County Schools:

2013-2014 School Bond Remodel. Pomeroy Installed over 1000 Category 6 Data drops and 1500 feet of 24-strand OM4 50um Fiber backbones in 4 schools in Putnam County.
Contact Mary Beckelhimmer (304)586-0500 ext.1162

WV School of Osteopathic Medicine

K&W Electric

Installed Structured Cabling and Fiber backbones at the new facility in Lewisburg WV.
Contact Mike Woodson (304) 469-9677

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Pomeroy IT Solutions Sales Company, Inc
of 1020 Petersburg Rd., Hebron, KY 41048 as Principal, and Fidelity and Deposit Company of Maryland
of 1400 American Lane, Schaumburg, IL 60196, a corporation organized and existing under the laws of the State of Maryland
with its principal office in the City of Schaumburg, IL as Surety, are held and firmly bound unto the State
of West Virginia, as Obligees, in the penal sum of Five Percent of Amount Bid (\$ 5%) for the payment of which,
we 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
Installation of a structured " Infrastructure cable telecommunications distribution system" for the West Virginia Purchasing
Division location at 2019 Washington St., East, Charleston, WV 25305

NOW THEREFORE,

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

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

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 31st day of March, 2015

Principal Seal

Pomeroy IT Solutions Sales Company, Inc
(Name of Principal)
By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)
SVP
(Title)

Surety Seal

Fidelity and Deposit Company of Maryland
(Name of Surety)

[Signature]
Joanne Czlapinski 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.

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

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **GERALD F. HALEY, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **John B. O'KEEFE, Victoria P. PARKERSON, Cindy CHASSE, Christopher R. KELLY and Joanne CZLAPINSKI, all of Hartford, Connecticut, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 12th day of July, A.D. 2012.

ATTEST:

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



By: *Eric D. Barnes*

*Secretary
Eric D. Barnes*

State of Maryland
County of Baltimore

Gerald F. Haley

*Vice President
Gerald F. Haley*

On this 12th day of July, A.D. 2012, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **GERALD F. HALEY, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

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

Constance A. Dunn

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



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 30th day of March, 2015



Michael Bond

Michael Bond, Vice President

RFQ No. 0213 PUR15000000

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Pomeroy IT Solutions

Authorized Signature: [Signature] Date: 30 Mar 2015

State of West Virginia

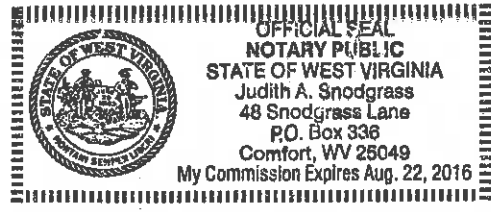
County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 30 day of Mar, 2015.

My Commission expires Aug 22, 2016

AFFIX SEAL HERE

NOTARY PUBLIC Judith A. Snodgrass
Purchasing Affidavit (Revised 07/01/2012)



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 Vendor Preference, if applicable.

1. **Application is made for 2.5% 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% 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% 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% 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% 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% 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: Pomeroy IT Solutions

Signed: 

Date: 30 Mar 2015

Title: Technology Solutions Executive