

verizon
4700 MacCorkle Ave. S.E.
Charleston, WV 25304
304-356-3395

May 31, 2016

Misty Delong
Department of Administration
Purchasing Division
2019 Washington St. E.
Charleston, WV 25305
RE: RFQ DOT160000096

05/31/16 10:49:38
WV Purchasing Division

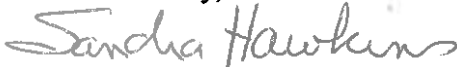
Dear Ms. Delong:

Verizon is pleased to submit its proposal for Data Cabling Building 5 in response DOT160000096 RFQ. Verizon is the undisputed network leader. In wireless, we offer the largest 4G LTE network in America and the nation's largest high-speed 3G network. For large businesses, Verizon is a global IP leader, operating one of the worlds' most connected public Internet backbone networks, delivering solutions that let customers securely connect, communicate and collaborate around the globe.

Verizon uses this power of integrated assets to create unique solutions that empower customers to personalize their communications to meet their particular needs. These customized solutions include cloud services, energy management, smart communities, connected homes, telemedicine, work-at-home applications and mobile commerce – just to name a few.

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

Sincerely,



Sandra Hawkins
Senior Account Manager
Authorized Contact
Verizon
304-356-3395
sandra.k.hawkins@verizon.com

NATURE OF PROPOSAL

Services provided by Verizon Select Services Inc herein after referred to as ("Verizon") under this bid may be subject to tariff regulation by the Public Service Commission of West Virginia and/or the Federal Communications Commission. In addition and in compliance with the WV Purchasing Division's Policies and Procedures Handbook, Section 7.2.7, Verizon also submits additional terms and conditions reflected in Verizon's standard Verizon Systems Agreement and Attachments, which is incorporated into Verizon's response. Verizon is also willing to sign a WV-96 Agreement Addendum and understands Verizon's additional terms and conditions are in the last order of precedence and shall not supersede the WV-96 terms and conditions where a conflict arises.

In addition, software provided is licensed to Customer under the license provided by the software publisher or by the equipment manufacturer with which the software is provided. Customer shall, if required, execute a separate software license agreement in a form satisfactory to the software publisher or equipment manufacturer. Unless specifically addressed within this bid response the terms and conditions set forth in this solicitation shall not add to, vary, or delete the terms and conditions of said tariffs or the Service Agreement. This response is submitted with the understanding that neither party shall be obligated to provide or purchase any of the services described herein until a mutual understanding is reached and the Agreement is signed by authorized individuals of both parties.

Verizon hereby submits the accompanying documentation and information in response to the State of West Virginia Request for Quotation DOT1600000096, for Cable System, due May 31, 2016. Verizon must provide a legal response and contractual documentation in accordance with the applicable State and Federal Regulatory Commissions.



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

State of West Virginia
 Request for Quotation
 35 - Telecomm

Proc Folder: 191257

Doc Description: Addendum 4 - Data Cabling Building 5

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-05-24	2016-05-31 13:30:00	CRFQ 0803 DOT1600000096	5

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:
 Verizon Business Network Svc Inc
 on behalf of Verizon Select Svc Inc
 4700 Mac Circle Ave SE
 Charleston, WV 25304
 (304) 356-3395

FOR INFORMATION CONTACT THE BUYER

Misty DeLong
 (304) 558-8802
 misty.m.delong@wv.gov

Signature X

Mark K. Hance EIN # 16-1337624

DATE

5/25/16

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

ADDITIONAL INFORMATION:

Addendum 4 -

1. Bid opening remains on 5/31/2016 at 1:30 pm.

2. Revised pricing page, Exhibit B, attached to correct a part number for "ETL Verified Category 6A U/UTP Cable Plenum" and change the quantity for Part Number, FDWLCSC52.

See attached pages.

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A719 CHARLESTON WV25305-0430 US	DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A719 CHARLESTON WV 25305-0430 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	INFRASTRUCTURE CABLE TELECOMMUNICATIONS	0.00000	EA		\$ 303,701.93

Comm Code	Manufacturer	Specification	Model #
71121102			

Extended Description :
INFRASTRUCTURE CABLE TELECOMMUNICATIONS DISTRIBUTION SYSTEM
Vendor shall submit attached pricing page with bid.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-bid Meeting 10:00 AM EST	2016-04-29
2	Technical Questions Due	2016-05-06

DOT1600000096	Document Phase Final	Document Description Addendum 4 - Data Cabling Building 5	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ- DOT1600000096
Addendum Number: 4

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT1600000096 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. Attached revised Exhibit B – Pricing page to correct the part number for "ETL Verified Category 6A U/UTP Cable Plenum, 1000ft or equal" from 760008888 to 760107201.
2. To change the quantity of the COMMSCOPE FDWLCSC52 Commscope TeraSPEED LC to SC, Fiber Patch Cord, 3.0 mm Duplex, Plenum All Lengths or Equal from 500 to 5. See attached revised pricing page.
3. The bid opening remains on 05/31/2016 at 1:30 pm.

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

Terms and Conditions:

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

ATTACHMENT B - COST PAGE & MATERIALS LIST

WV State Department of Transportation HQ BLDG. 5 - Revised by Addendum No. 4 issued 5/24/2016

MATERIALS LIST Exhibit "B"

MANUFACTURER BRAND NAME and PART NUMBER	BRAND NAME of VENDORS ALTERNATE	PART NUMBER of VENDORS ALTERNATE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE	
COMMSCOPE	CPCSSX2-0ZF010		Category 6A - Modular Patch Cable 10FT Blue - OR EQUAL	Each	520	\$13.64	7,092.80	
COMMSCOPE	CPCSSX2-0ZF014		Category 6A - Modular Patch Cable 14FT Blue - OR EQUAL	Each	210	\$15.62	3,280.20	
COMMSCOPE	760092452		Category 6A U/UTP Info Outlet, blue - OR EQUAL	Each	730	\$10.99	8,022.70	
COMMSCOPE	107952442		M104 Type Surface Mount Box, four port ivory - OR EQUAL	Each	365	\$3.32	1,211.80	
COMMSCOPE	760118240		Faceplate 4-Hole w/blanks Modular Furniture - OR EQUAL	Each	365	\$5.73	2,091.45	
COMMSCOPE	760107201		ETL Verified Category 6A U/UTP Cable Plenum, 1000ft - OR EQUAL	Each	256	\$727.08	186,132.48	
COMMSCOPE	760103796		BLUE ICON - 100 \ bag - OR EQUAL	Feet	70	\$10.58	740.60	
COMMSCOPE	760106880		Commscope 12 Strand Fiber Singlemode I/O Plenum (12 SM) - OR EQUAL	Each	500	\$1.73	865.00	
COMMSCOPE	760039867		Commscope RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray 1U Shelf - OR EQUAL	Each	4	\$36.15	144.60	
COMMSCOPE	FDWLCSC52		Commscope TeraSPEED® LC to SC, Fiber Patch Cord, 3.0 mm Duplex, Plenum All Lengths - OR EQUAL	Each	5	\$45.46	227.30	
TOTAL MATERIALS PRICE							209,808.93	
TOTAL INSTALATION PRICE							93,893.00	
LABOR RATE PER HOUR	Hourly Rate for Cable Instalation - The hours shown are an estimate and not guaranteed. This rate is being included for evaluation purposes and represents the rate that will be used if a Change Order is required.			Each	10	\$ 95.00	950.00	
WV State Department of Transportation HQ BLDG. 5							Total Bid Price	303,701.93

ATTACHMENT A
CRFO DOT1600000096

Clarifications:

1. To correct the part number for "ETL Verified Category 6A U/UTP Cable Plenum, 1000ft or equal" from 760008888 to 760107201. See attached revised pricing page, Exhibit B.

2. To change the quantity of the COMMSCOPE FDWLCSC52 Commscope TeraSPEED LC to SC, Fiber Patch Cord, 3.0 mm Duplex, Plenum All Lengths or Equal from 500 to 5. See attached revised pricing page.

OTHER INFORMATION:

1. The bid opening remains on 05/31/2016 at 1:30 pm.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT160000096

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input checked="" 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 that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Verizon Business Network Svc Inc
on behalf of
Verizon Select Svc's Inc.

Company

Marsha K. Harrell

Marsha K Harrell
Senior Consultant
Contract Management

Authorized Signature

Date

5/25/16

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

Corporate Policy Statement

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



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

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

Patricia L Myers, Manager, Pricing & Contract Management (VZ ID [redacted]);
Marsha K Harrell, Senior Consultant, Pricing & Contract Management (VZ ID [redacted]); and
Jacquelyn A Whiting, Director, Pricing & Contract Management (VZ ID [redacted])

the authority to perform the following function:

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

This will be effective beginning on July 1, 2015 and ending on June 30, 2016 or before if rescinded by me.

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

Distribution:

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

Approved By:

Anthony Recine 4/11/15
Signature Date

Anthony Recine [redacted]
Name VZ ID

SVP & CMO [redacted]

[redacted]
Responsibility Code or Cost Center Code

Jacquelyn A Whiting 4/17/15
Delegate's Signature Jacquelyn A Whiting

Patricia L Myers 4/17/15
Delegate's Signature Patricia L Myers

Marsha K Harrell 6/11/2015
Delegate's Signature - Marsha K Harrell



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

State of West Virginia
 Request for Quotation
 35 - Telecomm

Proc Folder: 191257

Doc Description: Addendum 3 - Data Cabling Building 5

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-05-18	2016-05-31 13:30:00	CRFQ 0803 DOT1600000096	4

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:
 Verizon Business Network Services Inc
 on behalf of Verizon Select Services Inc
 4700 MacCorkle Ave SE
 Charleston, WV 25304
 (304) 356-3395

FOR INFORMATION CONTACT THE BUYER

Misty DeLong
 (304) 558-8802
 misty.m.delong@wv.gov

Signature X *Marsha K. Harrell* FEIN # *16-1337624* DATE *5/20/16*

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

Marsha K Harrell
 Senior Consultant
 Contract Management

ADDITIONAL INFORMATION:**Addendum 3 -**

1. Attach technical questions and responses.
 2. Extend bid opening date from May 24, 2016 to May 31, 2016 at 1:30 PM, EST.
- No other changes made.

Addendum 2 - Attach Pre-bid sign in sheet. No other changes made.

Addendum 1 - Attached revised Exhibit B - Pricing Page. An additional line was added to the pricing page for the Installation price. No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Transportation to establish a contract for the materials and installation of a structured Installation, Testing and Acceptance of a Structured Cabling, Pathways and Spaces System at the DOT Building 5 location.

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A719 CHARLESTON WV25305-0430 US	DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A719 CHARLESTON WV 25305-0430 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	INFRASTRUCTURE CABLE TELECOMMUNICATIONS	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
71121102			

Extended Description :

INFRASTRUCTURE CABLE TELECOMMUNICATIONS DISTRIBUTION SYSTEM
Vendor shall submit attached pricing page with bid.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-bid Meeting 10:00 AM EST	2016-04-29
2	Technical Questions Due	2016-05-06

DOT1600000096	Document Phase Final	Document Description Addendum 3 - Data Cabling Building 5	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ DOT1600000096
Addendum Number: 3

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. Extend bid opening date from May 24, 2016 to May 31, 2016 at 1:30 PM, EST.

2. Attach vendor questions and responses.

No other changes made.

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

Terms and Conditions:

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

ATTACHMENT A

CRFQ DOT1600000096 – Addendum 3 – Attachment A

Technical Questions

Question 1: “As this is a Department of Transportation project, does this fall under the Federal Davis-Bacon Act for wage rates?”

Answer 1: *The Federal Davis-Bacon Act applies to projects that receive Federal Funding. This project doesn't include Federal funding.*

Question 2: “It was discussed during the pre-bid walk-thru that the State desires to keep the existing 15 year warranty intact; is this a requirement? According to 4.1.3, should the vendor be a certified partner with the existing cabling manufacturer?”

Answer 2: *The warranty must correspond the existing equipment warranty. This must be supplied by the manufacturer, a third party warranty will not be accepted.*

Question 3: “Who is responsible for the removal (demo) of the existing Cat-6a cabling?”

Answer 3: *The existing CAT-6A cabling has already been removed for all floors with the exception of the 7th floor. The cabling will be removed from the 7th floor prior to the time the vendor starts working on that floor.*

Question 4: “If the existing cable (Cat-6a) has been or will be removed (demo) by others on each floor, will the patch panels have the terminations removed or will this be required by the winning bidder?”

Answer 4: *The winning vendor will remove the stubs from the patch panel to ensure no pieces are lost.*

Question 5: “The project requires the use of the existing floor duct for the cubical workstations. During the pre-bid walk-thru it was noted that there is substantial debris in the floor duct. Who will be responsible for cleaning out the floor duct to make this a viable pathway?”

Answer 5: *The General Contractor responsible for the building renovations/demolition will be responsible for cleaning the existing floor ducts.*

Question 6: “In Section 1.2.10, the UPS is to be moved from the 7th floor to the 8th floor IDF. This is a hard wired UPS, is the Vendor responsible for the hard wire electrical work required for this move?”

Answer 6: *Electrical connections are not part of this procurement. The physical relocation of the UPS is the only work being required.*

Question 7: “Will the modular furniture have adequate raceway for the Cat-6a cable to be installed?”

Answer 7: *Yes.*

Question 8: "Will the modular furniture have all required tele-power poles installed by the manufacturer?"

Answer 8: *See response to question number 7.*

Question 9: "Will the work areas be cleaned of all asbestos?"

Answer 9: *The current demolition contractor is responsible for the asbestos abatement.*

Question 10: "CRFQ requires that the Contractor must also have OSP (Outside Plant) designation. Is this required since this job has no Outside Plant cabling?"

Answer 10: *An OSP designation is not required. The OSP requirement in 3.1 has been removed.*

Question 11: "In the meeting it was stated that a Commscope solution would be preferred to maintain what time is left on the original manufacturer's warranty. Since the cabling being installed on the 7th, 8th and 9th floors will all be new, would it not be to the benefit of the DOH to have the option of another equivalent manufacturer's warranty that would cover this new cabling for 25 years? IE. the existing Commscope cabling will still be covered under the existing Commscope warranty but the new cabling will be covered under the equivalent manufacturer's new warranty."

Answer 11: *See response to question number 2.*

Question 12: "During the walk through it was noted that the floor ducts/troughs in the office area were partially filled with concrete and debris. Will the floor duct/troughs be cleaned out by another Contractor (Electrical, General, etc?) prior to the installation of the new data cabling on those floors? Will the Cabling Contractor be fully responsible for clearing these ducts/troughs?"

Answer 12: *See response to Question 5.*

Question 13: If the floor ducts/troughs are blocked/impassible will the Cabling Contractor be given alternative options for routing cabling?

Answer 13: *Yes.*

Question 14: Will the floor ducts/troughs be shared with other cabling or trades?

Answer 14: *Electric and data are in separate ducts/troughs. The ducts/troughs will not be shared.*

Question 15: Please identify the nearest location for the 8th Floor TMGB to be tied back into the electrical service entrance ground and earth ground.

Answer 15: *This can be connected to the current ground bar on the 7th floor.*

Question 16: Will an electrician be required for the UPS moves from the 7th floor closet to the 8th floor?

Answer 16: *See response to Question 6.*

Question 17: Please identify other closet locations in this bid document if the closets are not stacked or identify any closet locations that do not stack with closets identified in site drawings for floors 7, 8, & 9 in our walk through.

Answer 17: *The 7 and 8th floors data rooms stack. The electrical shafts on end of the building all stack. All data drops terminate in the data room on the 8th floor.*

Question 18: Will contractor assume that cabling drops identified in Exhibit A be pulled to closets closest on the floor identified in bid specs?

Answer 18: *All cable will be pulled to the new data room on the 8th floor.*

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT1600000096

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

Marsha K. Harrell

Marsha K Harrell
Senior Consultant
Contract Management

Date

5/20/14

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



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-6130

State of West Virginia
Request for Quotation
35 - Telecomm

Proc Folder: 191257

Doc Description: Addendum 2 - Data Cabling Building 5

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-04-29	2016-05-24 13:30:00	CRFQ 0803 DOT1600000096	3

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:

Verizon Business Network Svcs Inc
on behalf of Verizon Select Services Inc
4700 Mac Circle Av SE, Charleston, WV 25304
(304) 356 3395

FOR INFORMATION CONTACT THE BUYER

Misty DeLong
(304) 558-8802
misty.m.delong@wv.gov

Signature X *Marsha K. Harrell* FEIN # 16-1337624 DATE 5/20/16

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

Marsha K Harrell
Senior Consultant
Contract Management

ADDITIONAL INFORMATION:

Addendum 2 - Attach Pre-bid sign in sheet. No other changes made.

Addendum 1 - Attached revised Exhibit B - Pricing Page. An additional line was added to the pricing page for the Installation price. No other changes made.

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DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A719 CHARLESTON WV25305-0430 US	DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A719 CHARLESTON WV 25305-0430 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
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Comm Code	Manufacturer	Specification	Model #
71121102			

Extended Description :

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2	Technical Questions Due	2016-05-06

DOT1600000096	Document Phase Final	Document Description Addendum 2 - Data Cabling Building 5	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ DOT1600000096
Addendum Number: 2

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. Attach Pre-bid sign in sheet.

No other changes made.

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

Terms and Conditions:

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ATTACHMENT A

SIGN IN SHEET

Request for Proposal No. CRFQ DOT16*96

PLEASE PRINT

Date: 4-29-2016

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Pomeroy</u> Rep: <u>Kent Reed</u> Email Address: <u>kent.reed@pomeroy.com</u>	<u>500 W Moreland Office Park</u> <u>Dunbar, WV 25064</u>	PHONE <u>(304) 746-4424</u> TOLL FREE FAX <u>(304) 746-4429</u>
Company: <u>Verizon</u> Rep: <u>Sandy Hawkins</u> Email Address: <u>Sandra.K.hawkins@verizon.com</u>	<u>4700 MacCorkle Ave SE</u> <u>Chas WV 25304</u>	PHONE <u>(304) 356-3395</u> TOLL FREE FAX <u>(304) 356-3590</u>
Company: <u>WV DOT - Info. Services</u> Rep: <u>Kristy James</u> Email Address: <u>Kristy.e.james@wv.gov</u>	<u>1900 Kanawha Blvd E.</u> <u>Blgd 5 Room 719</u> <u>Charleston WV 25305</u>	PHONE <u>304-558-9536</u> TOLL FREE FAX
Company: <u>WV DOT Info Services</u> Rep: <u>Mark A Waid</u> Email Address: <u>Mark.A.Waid@wv.gov</u>	<u>1900 Kanawha Blvd E.</u> <u>Blgd 5, Room 719</u> <u>Charleston, WV 25305</u>	PHONE <u>(304) 558-9536</u> TOLL FREE FAX
Company: <u>WV DOT - INFO SERVICE</u> Rep: <u>TODD MCINTYRE</u> Email Address: <u>todd.a.mcintyre@wv.gov</u>	<u>same</u>	PHONE <u>304-558-9525</u> TOLL FREE FAX

SIGN IN SHEET

Page 2 of 2

Request for Proposal No. CRFQ DOT16*96

PLEASE PRINT

Date: 4-29-2016

* PLEASE BE SURE TO PRINT LEGIBLY - IF POSSIBLE, LEAVE A BUSINESS CARD

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Frontier</u>		PHONE <u>304-550-5357</u>
Rep: <u>Justin Roach</u>		TOLL FREE
Email Address: <u>justin.roach@fr.com</u>		FAX
Company: <u>Frontier</u>		PHONE <u>304-373-9177</u>
Rep: <u>Mike Brown</u>		TOLL FREE
Email Address: <u>michael.v.brown@fr.com</u>		FAX
Company: <u>Graybar Electric</u>	<u>1010 Young St.</u>	PHONE <u>304-344-2371</u>
Rep: <u>Kevin Hypes</u>	<u>Charleston, WV 25301</u>	TOLL FREE
Email Address: <u>Kevin.hypes@graybar.com</u>		FAX <u>304-344-0324</u>
Company: <u>Frontier Comm.</u>	<u>1500 McCorkle Ave, SE</u>	PHONE <u>304-410-5659</u>
Rep: <u>Chad Stepp</u>	<u>Charleston, WV 25316</u>	TOLL FREE
Email Address: <u>chad.stepp@fr.com</u>		FAX
Company: <u>WV Office of Tech</u>		PHONE
Rep: <u>Richard Whitcomb</u>		TOLL FREE
Email Address: <u>Richard.W.Whitcomb@wv.gov</u>		FAX

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT1600000096

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

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

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

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

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

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

Company

Marsha K. Harrell

Authorized Signature

Marsha K Harrell
Senior Consultant
Contract Management

5/20/14

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



Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 26305-0130

State of West Virginia
 Request for Quotation
 35 - Telecomm

Proc Folder: 181257

Doc Description: Addendum 1 - Data Cabling Building 5

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2016-04-28	2016-05-24 13 30:00	CRFQ 0803 DOT1600000096	2

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:

Verizon Business Network Sec Inc
 on behalf of Verizon Select Sec's Inc
 4700 MacCorkle Ave SE, Charleston, WV 25304
 (304) 356-3395

FOR INFORMATION CONTACT THE BUYER

Misty DeLong
 (304) 558-8802
 misty.m.dejong@wv.gov

Signature X

Marsha K Harrell

FEIN # 16-1337624

DATE

5/20/16

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

Marsha K Harrell
 Senior Consultant
 Contract Management

ADDITIONAL INFORMATION:

Addendum 1 - Attached revised Exhibit B - Pricing Page. An additional line was added to the pricing page for the Installation price.

No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Transportation to establish a contract for the materials and installation of a structured Installation, Testing and Acceptance of a Structured Cabling, Pathways and Spaces System at the DOT Building 5 location.

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A719 CHARLESTON WV25305-0430 US	DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A719 CHARLESTON WV 25305-0430 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	INFRASTRUCTURE CABLE TELECOMMUNICATIONS	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
71121102			

Extended Description :
INFRASTRUCTURE CABLE TELECOMMUNICATIONS DISTRIBUTION SYSTEM
Vendor shall submit attached pricing page with bid.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-bid Meeting 10:00 AM EST	2016-04-29
2	Technical Questions Due	2016-05-06

DOT1600000096	Document Phase Final	Document Description Addendum 1 - Data Cabling Building 5	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: CRFQ DOT1600000096

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. Attached revised Exhibit B - Pricing Page. An additional line was added to the pricing page for the Installation price.

No other changes made.

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

Terms and Conditions:

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

ATTACHMENT A

ATTACHMENT B - COST PAGE & MATERIALS LIST

WV State Department of Transportation HQ BLDG. 5

MATERIALS LIST Exhibit "B"

MANUFACTURER BRAND NAME and PART NUMBER		BRAND NAME of VENDORS ALTERNATE	PART NUMBER of VENDORS ALTERNATE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE	
COMMSCOPE	CPCSSX2-0ZF010			Category 6A - Modular Patch Cable 10FT Blue - OR EQUAL	Each	520		0.00	
COMMSCOPE	CPCSSX2-0ZF014			Category 6A - Modular Patch Cable 14FT Blue - OR EQUAL	Each	210		0.00	
COMMSCOPE	760092452			Category 6A U/UTP Info Outlet, blue - OR EQUAL	Each	730		0.00	
COMMSCOPE	107952442			M104 Type Surface Mount Box, four port ivory - OR EQUAL	Each	365		0.00	
COMMSCOPE	760118240			Faceplate 4-Hole w/blanks Modular Furniture - OR EQUAL	Each	365		0.00	
COMMSCOPE	760008888			ETL Verified Category 6A U/UTP Cable Plenum, 1000ft - OR EQUAL	Each	256		0.00	
COMMSCOPE	760103796			BLUE ICON - 100 \ bag - OR EQUAL	Each	70		0.00	
COMMSCOPE	760106880			Commscope 12 Strand Fiber Singlemode I/O Plenum (12 SM) - OR EQUAL	Feet	500		0.00	
COMMSCOPE	760039867			Commscope RS-2AP-16SF RoloSplice Kit E/W 2x Fusion Splice Tray 1U Shelf - OR EQUAL	Each	4		0.00	
COMMSCOPE	FDWLCSCS2			Commscope TeraSPEED® LC to SC, Fiber Patch Cord, 3.0 mm Duplex, Plenum All Lengths - OR EQUAL	Each	500		0.00	
							TOTAL MATERIALS PRICE		0.00
							TOTAL INSTALATION PRICE		
LABOR RATE PER HOUR		Hourly Rate for Cable Installation - The hours shown are an estimate and not guaranteed. This rate is being included for evaluation purposes and represents the rate that will be used if a Change Order is required.			Each	10		0.00	
WV State Department of Transportation HQ BLDG. 5					Total Bid Price		0.00		

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DOT160000096

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

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

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

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

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

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

Company


Marsha K Harrell ed Signature
Senior Consultant
Contract Management

5/20/16
Date

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

ATTACHMENT B - COST PAGE & MATERIALS LIST

WV State Department of Transportation HQ BLDG. 5

MATERIALS LIST Exhibit "B"

MANUFACTURER BRAND NAME and PART NUMBER	BRAND NAME of VENDORS ALTERNATE	PART NUMBER of VENDORS ALTERNATE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
COMMSCOPE	CPCSSX2-0ZF010		Category 6A - Modular Patch Cable 10FT Blue - OR EQUAL	Each	520		0.00
COMMSCOPE	CPCSSX2-0ZF014		Category 6A - Modular Patch Cable 14FT Blue - OR EQUAL	Each	210		0.00
COMMSCOPE	760092452		Category 6A U/UTP Info Outlet, blue - OR EQUAL	Each	730		0.00
COMMSCOPE	107952442		M104 Type Surface Mount Box, four port ivory - OR EQUAL	Each	365		0.00
COMMSCOPE	760118240		Faceplate 4-Hole w/blanks Modular Furniture - OR EQUAL	Each	365		0.00
COMMSCOPE	760008888		ETL Verified Category 6A U/UTP Cable Plenum, 1000ft - OR EQUAL	Each	256		0.00
COMMSCOPE	760103796		BLUE ICON - 100 \ bag - OR EQUAL	Each	70		0.00
COMMSCOPE	760106880		Commscope 12 Strand Fiber Singlemode I/O Plenum (12 SM) - OR EQUAL	Feet	500		0.00
COMMSCOPE	760039867		Commscope RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray 1U Shelf - OR EQUAL	Each	4		0.00
COMMSCOPE	FDWLCS2		Commscope TeraSPEED® LC to SC, Fiber Patch Cord, 3.0 mm Duplex, Plenum All Lengths - OR EQUAL	Each	500		0.00
TOTAL MATERIALS PRICE							0.00
TOTAL INSTALATION PRICE							
LABOR RATE PER HOUR	Hourly Rate for Cable Instalation - The hours shown are an estimate and not guaranteed. This rate is being included for evaluation purposes and represents the rate that will be used if a Change Order is required.			Each	10		0.00
WV State Department of Transportation HQ BLDG. 5						Total Bid Price	0.00



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

State of West Virginia
Request for Quotation
35 - Telecomm

Proc Folder: 191257

Doc Description: Infrastructure Cable Telecommunications Distribution System

Proc Type: Central Purchase Order

Date Issued	Solicitation Class	Solicitation No	Version
2016-04-22	2016-05-24 13:30:00	CRFQ 0803 DOT1600000096	1

BIDDING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Name, Address and Telephone Number:

Verizon Business Network Svc Inc
on behalf of Verizon Select Services Inc
4700 MacCortle Ave SE
Charleston, WV 25304
(304) 356 3395

FOR INFORMATION CONTACT THE BUYER

Misty DeLong
(304) 558-8802
misty.m.delong@wv.gov

Signature X

Marsha K. Harrell FEIN # 16-1337624

DATE 5/20/16

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

Marsha K Harrell
Senior Consultant
Contract Management

ADDITIONAL INFORMATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Transportation to establish a contract for the materials and installation of a structured Installation, Testing and Acceptance of a Structured Cabling, Pathways and Spaces System at the DOT Building 5 location.

BUYER TO	SHIP TO
DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A719 CHARLESTON WV25305-0430 US	DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM A719 CHARLESTON WV 25305-0430 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	INFRASTRUCTURE CABLE TELECOMMUNICATIONS	0.00000	EA		

Comm Code	Manufacturer	Specification	Model #
71121102			

Extended Description :
 INFRASTRUCTURE CABLE TELECOMMUNICATIONS DISTRIBUTION SYSTEM
 Vendor shall submit attached pricing page with bid.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-bid Meeting 10:00 AM EST	2016-04-29
2	Technical Quesitons Due	2016-05-06

DOT1600000096	Document Phase Draft	Document Description Infrastructure Cable Telecommunications Distribution System	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:

DOH Headquarters
1900 Kanawha Blvd. East
Building 5 - Room A719
Charleston, WV 25305

Date / Time: April 29, 2016 at 10:00 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 nonbinding.

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

Question Submission Deadline: May 6, 2016

Submit Questions to: Misty Delong
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Misty.M.Delong@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: Misty DeLong
SOLICITATION NO.: CRFQ DOT1600000096
BID OPENING DATE: May 24, 2016
BID OPENING TIME: 1:30 PM, EST.
FAX NUMBER:

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus NA convenience copies of each to the Purchasing Division at the address shown above. Submission of a response to a request for proposal is not permitted in wvOASIS. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (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: May 24, 2016 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.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to

include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

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. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "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.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "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.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "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 250 business _____ 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 100% of contract value. 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 1,000,000.00
_____ 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.

BICSI RCDD (Registered Communications Distribution Designer)

must also have OSP (outside plant) designation

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

for _____

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:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.
- 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 §§ 148-1-6.1.e.
- 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 laws, regulations, and ordinances.
- 20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.
- 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). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.
- 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. PRIVACY, SECURITY, AND 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. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

31. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, 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.

Verizon is no longer accepting P-cards/Credit cards for payment. Preferred payment options are 1) one-time bank account payments, electronic ACH or bank account wire transfer or 2) Autopay recurring payment via bank account.

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 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"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. 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: Verizon Select Services Inc

Contractor's License No. WV037918

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

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.

Verizon Response: Read, understood and includes the following subcontractor information:

Section 5. SUBCONTRACTOR LIST SUBMISSION:

a. **Required Information:**

i. **Bidders Name:** Verizon Business Network Services Inc., on behalf of Verizon Select Services Inc.

-
- ii. Subcontractor (s): Mon Valley Technologies, LLC**
 - iii. License Number: WV035204**
 - iv. This subcontractor will perform more than \$25,000.00 of work (labor and/or material)**

CERTIFICATION AND SIGNATURE PAGE

By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated 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.

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

(Company)

Marsha K. Harrell

(Authorized Signature) (Representative Name, Title)

Marsha K Harrell
Senior Consultant
Contract Management

5/20/14

(304) 356 3395 (304) 356 3590

(Phone Number) (Fax Number) (Date)

REQUEST FOR QUOTATION
WVDOT BUILDING 5
**Installation, Testing and Acceptance of a Structured Cabling,
Pathways and Spaces System**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Transportation to establish a contract for the materials and installation of a structured Installation, Testing and Acceptance of a Structured Cabling, Pathways and Spaces System at the DOT Building 5 location.

1.1 **DOT Bldg. 5 Main DOT HEADQUARTERS:**

Multiple Floor Renovation (Floors 7, 8 and 9)
1900 Kanawha Blvd. S.E. Bldg. 5 Charleston, WV 25301

1.1.1 Building 5 is a masonry building with drop ceilings throughout. Furniture is a mixture of both traditional office and modular office furniture. This building has (1) one equipment room with (3) three racks. The following quantities are needed: (365) three hundred sixty-five Dual Drops, (730) Cat 6A WA Outlets, (255,500 feet) Cat 6A Cable, and (210) Cat 6A Patch Cables (14) fourteen feet long and (520) five hundred twenty CAT 6A Patch Cables (10) ten feet long.

ATTACHMENT A.

1.1.2 Additional details regarding Floors 7, 8 and 9 are located in **EXHIBIT A.**

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.

2.2 **“Pricing Page”** means the pages upon which Vendor should list its proposed price for the Contract Items in the manner requested. The Pricing Page is either included on the last page of this RFQ or attached hereto as **ATTACHMENT B: COST PAGE & MATERIALS LIST.**

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.

2.1 **“(Equal)”** An “equal” product must provide the same standard of quality, technical performance-and installation characteristics of the specified product. The “or equal” product must integrate seamlessly with the current WV State CISCO Call Manager network / voice environment without reconfiguration of existing hardware or any additional products, software or software programming that would not be required for the specified product.

REQUEST FOR QUOTATION
WVDOT BUILDING 5
Installation, Testing and Acceptance of a Structured Cabling,
Pathways and Spaces System

2.2 ABBREVIATIONS AND ACRONYMS

ADMIN	Administration
ANSI	American National Standards Institute
ASAP	As Soon As Possible
ASTM	American Society for Testing and Materials
AWG	American Wire Gauge
BICSI	Building Industry Consulting Service International
Bldg.	Building
CAD	Computer Aided Drawing
Cat	Category
D-*	District-Number
DMV	Division of Motor Vehicles
DOH	Division of Highways
DOT	Department of Transportation
ECA	Electronic Components, Assemblies, Equipment & Supplies Association
EIA	Electronic Industries Alliance
FOB	Free On Board
NEC	<i>National Electrical Code®</i>
NECA	National Electrical Contractors Association
NFPA	National Fire Protection Association
SRC	State Road Commission Building
TER	Telecommunications Equipment Room
TGB	Telecommunications Grounding Busbar
TIA	Telecommunications Industry Association
TMGB	Telecommunications Main Grounding Busbar
U/UTP	Unshielded Twisted Pair
UL	Underwriters Laboratories
ULC	Underwriters Laboratories of Canada
UPS	Uninterruptible Power Supply
VOL	Volume
WAP	Wireless Access Point
WVOT	WV Office of Technology
XHCR	Through penetration Firestop devices
XNEZ	Through Penetration Firestop Systems

REQUEST FOR QUOTATION
WVDOT BUILDING 5
**Installation, Testing and Acceptance of a Structured Cabling,
Pathways and Spaces System**

- 3 **QUALIFICATIONS:** Vendor must 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 should 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 RFQ
 - 3.2 The installation work portion of the project must be performed by industry registered or certified installers and technicians.
 - 3.2.1 The Vendor must have BICSI Registered or equal industry manufacture certification, installers and technicians. *Registration and/or certifications should be submitted with the bid or shall be available upon request.*
 - 3.3 The Vendor must have CommScope or equal manufacturer trained Installers and Technicians. *Registration and/or certifications should be submitted with the bid or shall be available upon request.*

REQUEST FOR QUOTATION
WVDOT BUILDING 5
Installation, Testing and Acceptance of a Structured Cabling,
Pathways and Spaces System

4 GENERAL REQUIREMENTS:

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

4.1.1 **Regulations, Codes and Standards:** The West Virginia State Building Code and the West Virginia State Fire Code are made part of this contract in their entirety and compliance with these codes is mandatory for Structured Infrastructure Cable Telecommunications Distribution Systems should follow the BICSI Telecommunications Distribution Methods.

4.1.2 Federal, state, and local codes, rules, regulations, ordinances, and requirements of authorities having jurisdiction governing the work are as fully part of the specifications as if herein repeated or hereto attached. If the contractor should note items in the specifications, construction of which would be code violations, promptly call them to the attention of the State of West Virginia's representative in writing. Where the requirements of other sections of the specifications are more stringent than applicable codes, rules, regulations, and ordinances, the specifications shall apply.

4.1.3 **Materials requirements.** All copper cable, fiber cable, and associated termination and installation material used must be from a single manufacture, as required by manufacturer, to provide a minimum 15-year manufacture warranty.

**Refer to the ATTACHMENT B: COST PAGE &
MATERIALS LIST for quantities.**

4.1.3.1 The successful Vendor has responsibility for the complete job including all sub-contractors they contract from the start to the time of complete installation for all parts and materials.

4.1.3.2 Vendor should notify the DOT - ASAP – of any / all discrepancies found.

4.1.3.3 Commscope CPCSSX2-0ZF00X (or equal) 360GS10E MODULAR PATCH CORD Category 6A/Class E [5FT/ 10FT/14FT] BLUE

4.1.3.3.1 Electrical Specifications

4.1.3.3.1.1 Resistance, maximum-0.30 ohm

4.1.3.3.1.2 ANSI/TIA Category-6A

4.1.3.3.1.3 Characteristic Impedance-100 ohm

4.1.3.3.1.4 Characteristic Impedance Tolerance ± 15 -ohm dc

4.1.3.3.1.5 Resistance Unbalance-maximum 4 %dc

4.1.3.3.1.6 Resistance, maximum-9.38 ohms/100 m

4.1.3.3.1.7 Mutual Capacitance-6.0 nF/100 m @ 1 kHz

4.1.3.3.1.8 Nominal Velocity of Propagation-(NVP) 67 %

4.1.3.3.1.9 Operating Frequency-maximum-550 MHz

4.1.3.3.1.10 Transmission Standards-ANSI/TIA-568-C.

4.1.3.3.2 Environmental Specifications

4.1.3.3.2.1 Operating Temperature-10 °C to +60 °C (+14 °F to +140 °F)

4.1.3.3.2.2 Safety Standard-cETL | ETL

4.1.3.3.2.3 Flame Test Method-CM

REQUEST FOR QUOTATION
WV DOT BUILDING 5
Installation, Testing and Acceptance of a Structured Cabling,
Pathways and Spaces System

- 4.1.3.3.2.4 Installation Temperature-0 °C to +60 °C (+32 °F to +140 °F)
- 4.1.3.3.3 Mechanical Specifications
 - 4.1.3.3.3.1 Conductor Type-Solid
 - 4.1.3.3.3.2 Material Type -Copper alloy | Polycarbonate
 - 4.1.3.3.3.3 Outlet/Module-Contact Plating Precious metals
 - 4.1.3.3.3.4 Plug Retention Force-minimum 133 N | 30 lbs.
 - 4.1.3.3.3.5 Wiring T568B
 - 4.1.3.3.3.6 Pulling Tension-maximum 11 kg | 25 lbs.
- 4.1.3.3.4 Dimensions
 - 4.1.3.3.4.1 Diameter Over Jacket-7.239 mm | 0.285 in
 - 4.1.3.3.4.2 Jacket Thickness-1.524 mm | 0.060 in
- 4.1.3.4 Commscope 760092452 (or equal) MGS600 Series Cat 6A U/UTP Info Outlet, 318-blue
 - 4.1.3.4.1 Dimensions
 - 4.1.3.4.1.1 Depth 30.48 mm | 1.20 in
 - 4.1.3.4.1.2 Height 20.32 mm | 0.80 in
 - 4.1.3.4.1.3 Width 20.32 mm | 0.80 in
 - 4.1.3.4.2 Electrical Specifications
 - 4.1.3.4.2.1 ANSI/TIA Category 6A
 - 4.1.3.4.2.2 Contact Resistance Variation, maximum 20 mOhm
 - 4.1.3.4.2.3 Contact Resistance, maximum 100 mOhm
 - 4.1.3.4.2.4 Current Rating 1.5 A @ 20 °C
 - 4.1.3.4.2.5 1.5 A @ 68 °F
 - 4.1.3.4.2.6 Dielectric Withstand Voltage, RMS, conductive surface 1500 Vac @ 60 Hz
 - 4.1.3.4.2.7 Dielectric Withstand Voltage, RMS, contact-to-contact 1000 Vac @ 60 Hz
 - 4.1.3.4.2.8 Insulation Resistance, minimum 500 MOhm
 - 4.1.3.4.3 Environmental Specifications
 - 4.1.3.4.3.1 Flammability Rating UL 94 V-0
 - 4.1.3.4.3.2 Operating Temperature -10 °C to +60 °C (+14 °F to +140 °F)
 - 4.1.3.4.3.3 Relative Humidity Up to 95%, non-condensing
 - 4.1.3.4.3.4 Safety Standard cUL | UL
 - 4.1.3.4.3.5 General Specifications
 - 4.1.3.4.3.6 Cable Type U/UTP (unshielded)
 - 4.1.3.4.4 Mechanical Specifications
 - 4.1.3.4.4.1 Conductor Gauge, solid 22 AWG | 24 AWG
 - 4.1.3.4.4.2 Conductor Gauge, stranded 22 AWG | 24 AWG
 - 4.1.3.4.4.3 Conductor Type Solid | Stranded (7 strands)
 - 4.1.3.4.4.4 Material Type Copper alloy | High-impact, flame retardant, thermoplastic
 - 4.1.3.4.4.5 Outlet/Module Contact Plating Precious metals

REQUEST FOR QUOTATION
WVDOT BUILDING 5
Installation, Testing and Acceptance of a Structured Cabling,
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- 4.1.3.4.4.6 Plug Retention Force, minimum 30 lbf | 133 N
- 4.1.3.4.4.7 Rear Termination Contact Plating Nickel
- 4.1.3.4.4.8 Wiring T568A | T568B
- 4.1.3.19 Commscope 107952442 (or equal) M104 Type Surface Mount Box four port ivory
- 4.1.3.20 Commscope 760118240 (or equal) Faceplate 4-Hole w/blanks Modular Furniture
- 4.1.3.21 Commscope 876540410 (or equal) Category 6A U/UTP Cable, Plenum, blue jacket, 4 pair count, and 1000ft (305 m) length reel.
 - 4.1.3.21.1 Cable shall be listed for the environment where it will be installed (Plenum)
 - 4.1.3.21.2 Category 6A horizontal cabling shall provide the following Margin to the specification when installed in a 4 connector Channel.

Electrical Parameter (1-250MHZ)	Guaranteed Channel Margins to Amendment 1 to ISO/IEC 11801:2002 "Class E _A "
Insertion loss	3%
NEXT	3 dB
PSNEXT	5 dB
ACR-N	5 dB
PSACR-N	6.5 dB
ACR-F	6 dB
PSACR-F	8 dB
Return Loss	1 dB
Return Loss, PSANEXT, PSAACR-F, Avg. PSANEXT, Avg. PSAACR-F	2 dB

- 4.1.3.21.3 Category 6A horizontal cabling shall meet or exceed the performance specifications listed in the following table when installed in a 4 connector Channel.

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	500.0	400.0	300.0	250.0	200.0	100.0	62.5	31.25	25.0	20.0	15.0	10.0	8.0	4.0	1.0
Freq. (MHz)															
Insertion Loss (dB)	47.8	42.3	36.2	32.9	29.2	20.3	15.9	11.1	9.9	8.9	7.9	6.3	5.6	4.0	3.9
PS ANEXT (dB)	49.5	51.0	52.8	54.0	55.5	60.0	62.0	65.1	66.0	67.0	67.0	67.0	67.0	67.0	67.0
AVG PS ANEXT (dB)	51.8	53.3	55.1	56.3	57.8	62.3	64.3	67.4	68.3	69.3	69.3	69.3	69.3	69.3	69.3
PS ACRNF (dB)	23.0	25.0	27.5	29.0	31.0	37.0	41.1	47.1	49.0	51.0	52.9	57.0	58.9	65.0	67.0
AVG PS ACRNF (dB)	27.0	29.0	31.5	33.0	35.0	41.0	45.1	51.1	53.0	55.0	56.9	61.0	62.9	69.0	71.0
NEXT (dB)	28.9	30.6	32.7	39.1	40.8	45.9	49.4	54.4	56.0	57.6	59.2	62.6	64.2	69.0	71.0
ACR-N (dB)	-18.9	-11.7	-3.5	6.2	11.6	25.6	33.5	43.3	46.1	48.7	51.3	56.3	58.6	65.0	68.8
PS NEXT (dB)	27.3	29.1	31.3	37.7	39.4	44.6	48.1	53.2	54.8	56.5	58.1	61.5	63.1	68.0	69.5
PS ACR-N (dB)	-20.5	-13.2	-4.9	4.8	10.2	24.3	32.2	42.1	44.9	47.6	50.2	55.2	57.5	64.0	67.3
ACR-F (dB)	15.5	17.5	20.0	31.3	23.2	29.3	33.3	39.3	41.3	43.2	45.2	49.3	51.2	57.2	69.3
PS ACR-F (dB)	14.5	16.5	19.0	20.3	22.2	28.3	32.3	38.3	40.3	42.2	44.2	48.3	50.2	56.2	68.3
Return Loss (dB)	6.0	6.0	7.2	11.0	12.0	15.0	17.0	19.2	19.1	19.0	18.9	22.0	22.0	22.0	22.0
Delay (ns)	546	546	546	546	547	548	549	550	551	552	553	555	557	562	580
Delay Skew (ns)	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40

Guaranteed Channel Performance Specifications for 4-Connection

4.1.3.21.3.1 The table provides reference values only. All parameters comply with the governing equations over the entire frequency range.

4.1.3.21.3.2 All values and equations apply to worst-case channels utilizing four-pair 91A series cables with full cross-connects, consolidation points and work area outlets (4 connections in a channel) for the length up to 100 meters.

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- 4.1.3.26 CommScope 760106880 (OR EQUAL) 12 Strand Fiber Singlemode I/O**
 - 4.1.3.26.1 General Specifications Construction Materials
 - 4.1.3.26.1.1 Cable Type Stranded loose tube
 - 4.1.3.26.1.2 Construction Type Non-armored
 - 4.1.3.26.1.3 Subunit Type Gel-free
 - 4.1.3.26.1.4 Fiber Type Solution TeraSPEED®, zero water peak single-mode fiber (G.652.D, G.657.A1 | OS2)
 - 4.1.3.26.1.5 Fiber Type, quantity 12
 - 4.1.3.26.2 Dimensions
 - 4.1.3.26.2.1 Buffer Tube/Subunit Diameter 2.50 mm | 0.10 in
 - 4.1.3.26.3 Physical Specifications
 - 4.1.3.26.3.1 Minimum Bend Radius, loaded 14.6 cm | 5.7 in
 - 4.1.3.26.3.2 Product Specifications
 - 4.1.3.26.3.3 Minimum Bend Radius, unloaded 9.7 cm | 3.8 in
 - 4.1.3.26.3.4 Tensile Load, long term, maximum 800 N | 180 lbf
 - 4.1.3.26.3.5 Tensile Load, short term, max 2700 N | 607 lbf
 - 4.1.3.26.3.6 Vertical Rise, maximum 888.0 m | 2913.0 ft
 - 4.1.3.26.4 Flame Test Specifications
 - 4.1.3.26.4.1 Flame Test Listing NEC OFNP (ETL) and c(ETL)
 - 4.1.3.26.4.2 Flame Test Method NFPA 262
 - 4.1.3.26.5 Environmental Specifications
 - 4.1.3.26.5.1 Environmental Space Plenum
 - 4.1.3.26.5.2 Installation Temperature 22°F to +158 °F
 - 4.1.3.26.5.3 Operating Temperature 40°F to +158 °F
 - 4.1.3.26.6 Mechanical Test Specifications
 - 4.1.3.26.6.1 Compression 125 lb/in | 22 N/mm
 - 4.1.3.26.6.2 Water Penetration 24 h
 - 4.1.3.26.7 Environmental Test Specifications
 - 4.1.3.26.7.1 Cable Freeze 2°C | 28 °F
 - 4.1.3.26.7.2 Heat Age 40°C to +85 °C (40°F to +185 °F)
 - 4.1.3.26.7.3 Low High Bend 30°C to +60 °C (22°F to +140 °F)
 - 4.1.3.26.7.4 Temperature Cycle 40°F to +158 °F
 - 4.1.3.26.8 Qualification Specifications
 - 4.1.3.26.8.1 Cable Qualification Standards ANSI/ICEA S104696| EN 187105 | Telcordia GR409
- 4.1.3.27 CommScope 760109496 (OR EQUAL) 360G2 Cartridge 12 LC TeraSPEED, Blue w/Pigtails**
 - 4.1.3.27.1 Construction Materials
 - 4.1.3.27.1.1 Fiber Type TeraSPEED®, zero water peak singlemode fiber (G.652.D, G.657.A1 or G.652.D, G.657.A1 | OS2)
 - 4.1.3.27.1.2 Total Fibers, quantity 12
 - 4.1.3.27.2 General Specifications
 - 4.1.3.27.2.1 Brand SYSTIMAX 360™ | SYSTIMAX®

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- 4.1.3.27.2.2 Product Type Cartridge
- 4.1.3.27.2.3 Interface, front LC
- 4.1.3.27.2.4 Adapter Color Blue
- 4.1.3.27.2.5 Interface Feature, front Standard
- 4.1.3.27.2.6 Package Quantity 1
- 4.1.3.27.2.7 Total Ports, quantity, front 12
- 4.1.3.27.3 Optical Performance
 - 4.1.3.27.3.1 Insertion Loss Change, mating 0.30 dB
 - 4.1.3.27.3.2 Insertion Loss Change, temperature 0.30 dB
 - 4.1.3.27.3.3 Insertion Loss, typical 0.30 dB
 - 4.1.3.27.3.4 Return Loss, minimum 55.0 dB
- 4.1.3.27.4 Regulatory Compliance/Certifications
 - 4.1.3.27.4.1 Agency Classification
 - 4.1.3.27.4.1.1 RoHS 2011/65/EU Compliant
 - 4.1.3.27.4.1.2 ISO 9001:2008 Designed, manufactured and/or distributed under this quality management system
- 4.1.3.28 CommScope 760103085 (OR EQUAL) 360 G2 LC Fiber Shelf, sliding**
 - 4.1.3.28.1 General Specifications
 - 4.1.3.28.1.1 Brand SYSTIMAX 360™ | SYSTIMAX®
 - 4.1.3.28.1.2 Product Type Modular cassette shelf
 - 4.1.3.28.1.3 Rack Units 1
 - 4.1.3.28.1.4 Shelf Movement Sliding
 - 4.1.3.28.1.5 Application Accepts four G2 modular cassettes | Accepts one InstaPATCH® 360 data module or 360DP
 - 4.1.3.28.1.6 panel | Accepts two RoloSplices with three trays each
- 4.1.3.29 CommScope 760039867 (OR EQUAL) RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray 1U Shelf**
 - 4.1.3.29.1 General Specifications
 - 4.1.3.29.1.1 Product Type Fusion splice kit
 - 4.1.3.29.1.2 Application For G2 1U shelves and surface mount enclosures
 - 4.1.3.29.1.3 Splice Trays Included
 - 4.1.3.29.1.4 Splice Trays, quantity 2
 - 4.1.3.29.1.5 Splices, quantity 32
- 4.1.3.30 CommScope FEW LCLC42-MXF003 (OR EQUAL) 3 FOOT - LC/LC Jumper Cable – SM**
 - 4.1.3.30.1 Construction Materials
 - 4.1.3.30.1.1 Fiber Type TeraSPEED®, zero water peak Singlemode fiber (G.652.D, G.657.A1 or G.652.D,
 - 4.1.3.30.1.2 G.657.A1 | OS2)
 - 4.1.3.30.1.3 Total Fibers, quantity 2
 - 4.1.3.30.2 Dimensions

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- 4.1.3.30.2.1 Cord Length, maximum 999 ft | 999 m
- 4.1.3.30.2.2 Cord Length, minimum 1 ft | 1 m
- 4.1.3.30.2.3 Diameter Over Jacket 3.00 mm | 0.12 in
- 4.1.3.30.3 Environmental Specifications
 - 4.1.3.30.3.1 Environmental Space Plenum
 - 4.1.3.30.3.2 Operating Temperature +14 °F to +140 °F
- 4.1.3.30.4 General Specifications
 - 4.1.3.30.4.1 Color, connector A Blue
 - 4.1.3.30.4.2 Color, connector B Blue
 - 4.1.3.30.4.3 Construction Type Duplex patch cord
 - 4.1.3.30.4.4 Interface, connector A LC
 - 4.1.3.30.4.5 Interface, connector B SC
 - 4.1.3.30.4.6 Interface Feature, connector A Standard
 - 4.1.3.30.4.7 Interface Feature, connector B Standard
- 4.1.3.30.5 Mechanical Specifications
 - 4.1.3.30.5.1 Cable Retention Strength, maximum 4.40 lb @ 90°
11.24 lb @ 0
- 4.1.3.26 Commscope 760103796 (or equal) M61A-318 BLUE ICON
100 \ bag

Alternate bids that are equal to, meet, or exceed the specifications and requirements listed are invited. In order to receive full consideration, such alternate bids must be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation.

The use of brand name or equal specifications is for describing the minimum standard of quality, technical performance and installation characteristics required and are not intended to limit or restrict competition.

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.

2.4 Pricing Page: Vendor should complete **ATTACHMENT B: COST PAGE & MATERIALS LIST**.

5.2 . Vendor should complete **ATTACHMENT B: COST PAGE & MATERIALS LIST** in full as failure to complete this in its entirety may result in Vendor's bid being disqualified.

REQUEST FOR QUOTATION
WVDOT BUILDING 5
**Installation, Testing and Acceptance of a Structured Cabling,
Pathways and Spaces System**

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address: Misty.M.Delong@WV.Gov

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.

- 2.5 **PAYMENT:** Agency shall pay as shown on **ATTACHMENT B: COST PAGE & MATERIALS LIST**, 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.

7. **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.

8. **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.
 - 9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures.

REQUEST FOR QUOTATION
WVDOT BUILDING 5
Installation, Testing and Acceptance of a Structured Cabling,
Pathways and Spaces System

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

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.

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: Lance Host
Telephone Number: 304 381-3969
Fax Number: 304 356-3590
Email Address: lawrence.host@verizon.com

**DOT Statewide Infrastructure Upgrade
Cabling Project - Cable Install Specifications
EXHIBIT A - EB5DOT**

1. DOT BUILDING 5 OFFICE - CHARLESTON

1.1. Work Area Scope of Work

- 1.1.1.** Installation of seven hundred thirty (730) Cat 6A work area outlets for telecommunications usage extended to the Telecommunications Equipment Room (TER).
- 1.1.2.** Each cable must be labeled per TIA/EIA-606-A administration standard.
- 1.1.3.** Each drop must be terminated in a flush faceplate or surface mount box.
- 1.1.4.** Each flush faceplate or surface mount box must be labeled per TIA/EIA-606-A. Administration Standard.
- 1.1.5.** All cable installed in modular furniture must be enclosed in the wall or furniture pathways and spaces or duct and / or split loom must be used.
- 1.1.6.** Each cable drop must be terminated 568B wiring configuration on a Cat.6A blue outlet unless designated otherwise.
- 1.1.7.** One Cat 6A Patch cable shall be provided for each drop location. 75% of these cables shall be ten foot in length and 25% shall be fourteen foot in length for the station end drop location. In addition, 15 Cat 6A patch cables ten-foot-long shall be provided for spares.
- 1.1.8.** Terminate spare lines on 6th floor, office 650, pull back and terminate 2 lines in 517, terminate two jacks on floor 4, pull back and terminate 2 lines in 650 (F19/F20), re-install 8 lines into furniture on 7th floor, affix surface mount boxes and relabel as necessary, pull back and coil existing lines (X4) in trough for future installation, pull back of remaining existing lines (X8) to center of room.
- 1.1.9.** Install 2 lines from 2nd floor rack room to 1st floor to office of communications, install lines to location, install 2 lines from 2nd floor rack room to bldg. services office in basement, install two lines from rack room on 4th floor to 431, install lines into furniture, affixed surface mount boxes and terminate jacks, lines dressed in the rack rooms.
- 1.1.10.** Terminate 2 jacks in 551 for printer, install 2 lines (134 ft.) to office install jacks and monument, reinstall lines into furniture and remounted surface mount boxes and re-terminate jacks on 7th floor, re-install lines into furniture in a317, install 2 lines to location in room 228, 175 ft., placed jacks and monument, install lines into rack room.
- 1.1.11.** Install 2 lines to printer in print shop in basement, install 4 lines to 2 locations in office in print shop in basement, install two lines to stock room cubicle, and install lines into rack room.
- 1.1.12.** Install 2 lines to a110 Paul Mattox office, terminate jacks, label and punch down on panel in 2nd floor rack room, 148 ft. per line, install 2 lines to printer in A550 traffic engineering, terminate jacks and labeled 268 ft. per line, install back lines in A650 in tray and install to printer location, identified two lines for installation in K. Huffman's office in A650, Install two lines 186ft. to A722 reception area for printer, install two lines to Ron Stanevich's office in A722 184ft., install lines into 7th floor rack room.
- 1.1.13.** Install lines in A650 k. Huffman's office, terminate and label same, install lines into respective rack rooms through established routes dressed in cables and terminate on both ends, hung stick molding and surface mount boxes in print shop offices in basement, storage in basement, affixed jacks in print shop, labeled same, terminate 2 jacks in traffic control conference room: 5 sticks of molding, 3 molding install fittings, 14 cat 6a jacks, 4 decor style modular frames.

**DOT Statewide Infrastructure Upgrade
Cabling Project - Cable Install Specifications
EXHIBIT A - EB5DOT**

- 1.1.14. Review capacity issues in trough with DOT - WVOT staff, Make alterations to trough on Floor 3. Install two lines in Permitting office in furniture to printer in Susan Jackson's cubicle 105 ft. x 2, install two lines from traffic management 150 ft. x 2, and install two lines to A317 in Mike Epperly's cube to cube next door, 268 ft. X2.
 - 1.1.15. Removal of lines in 2nd floor east switch room, removed lines from 2nd floor and 1st floor switch rooms, install 1 line in furniture (114 ft. x1) to printer in cubicle in A356 (Permits), install 2 lines in furniture (130ft. X2) to printer in S. Jackson cube, install 2 lines in furniture to printer in cubes in 350 (244ft. x2), Install 2 lines (138 x2) to printer in break room in 350, install 2 lines (128ft. x2) for fax in 356 to replace fax lines removed in demo.
 - 1.1.16. Install 6 lines in furniture (180 x2, 178 x2, and 158 x2) in Lisa Dunn cubicle set in 350, removed cable from work area.
 - 1.1.17. Install lines from chase way into 2nd floor rack room, dressed in cable and terminate on panels, terminate jacks, mount surface mount boxes, label all locations on both ends, install 25 pair from 2nd floor rack room to 2nd floor switch room, terminate on 66 block and patch panels to provide connectivity for new fax lines install in, began removal of cables from 3rd floor switch room.
 - 1.1.18. Install 25 pair from closets on 4 and 7 to rack rooms per DOT - WVOT staff, install lines in east closets between floors on 9,8,6 and 5 per R. Wickert, install 2 lines from 2nd floor rack room to 3rd floor for traffic management for future expansion Install lines from 9th floor and 8th floor to 7th floor, 6th and 5th floor to 4th floor, basement, 1st, 2nd lines to 3rd floor all on west wing electrical closets, install lines from basement, 1st 2nd floors to the 3rd floor, install additional line from 8th floor to 7th floor on east wing electrical closets, install 100 pair from 7th floor to 2nd floor.
 - 1.1.19. Mount 66 blocks and terminate lines in both closets on 9th, 8th, 7th, 6th, 5th Mount 66 blocks and terminate lines in both closets on 9th, 8th, 7th, 6th, 5th floors, terminate one end of existing 100 pair on floor 3 in west closet, dressed in cables and mounted D rings for attachment and support, labeled lines and blocks.
 - 1.1.20. Dress in Cat-6A lines on 5th floor east and west closets, mount brackets, d rings and 66 blocks, Dress in and punched down 25 pair to 24 port patch panel in 4th floor rack room, dressed in an punched down lines in 4th west elec. Closet from floors 6 and 5, punch down 24 pair out of 100 pair tie line from 7th to 2nd floors, dress in and punch down Cat-6A lines in 4th floor east electric closet from 6th and 5th floors, strip 66 block of existing wire for reuse, mounted brackets and 66 blocks, labeled lines, blocks.
 - 1.1.21. Dress in Cat-6A lines in 3rd floor east and west closets, strip 66 blocks of preexisting wires and mounted brackets and blocks, install d rings as necessary, terminate 25 pair of 100 pair tie line in east closet, re locate and terminate existing 100 pair eat to west tie line to 66 blocks, terminate lines from basement 1st floor and second floor cat lines on 66 blocks, label lines and blocks and tie lines, dress in Cat-6A lines, in east and west closets, mounted brackets and d rings as necessary on floors 2, 1, and basement, punched down cat lines to 66 blocks, label lines and blocks.
- 1.2. Telecommunications Equipment Room (TER) Build Requirements**
- 1.2.1. All Building TER's should meet the ANSI/TIA/EIA-569-A standard.
 - 1.2.2. The 7th floor TER must be relocated to the newly constructed space on 8th floor.

**DOT Statewide Infrastructure Upgrade
Cabling Project - Cable Install Specifications
EXHIBIT A - EB5DOT**

- 1.2.3.** The 8th floor TER must contain the relocated Telecommunications Main Grounding Busbar (TMGB) from the 7th floor which is bonded to the electrical service entrance ground and an earth ground. All Building TER's must have a Telecommunications Grounding Busbar (TGB) and adhere to the TIA/EIA -607 standard where each TGB is connected together with a backbone of insulated stranded (or solid) copper cable. This backbone is connected back to the TMGB in the Main TER.
- 1.2.4.** 7th floor equipment/distribution racks must be removed and reinstalled in the newly constructed space on 8th floor with the relocated patch panels connected to the installed CAT 6A cable terminated in the TER and the amount of network equipment to be installed by the WVOT.
- 1.2.5.** The 3 floor mount equipment/distribution racks must be secured at two points with one of the points being the solid floor.
- 1.2.6.** The equipment/distribution rack must be grounded to the TER grounding Busbar.
- 1.2.7.** The equipment/distribution rack must be installed with front and rear cable management for horizontal cables and patch cords.
- 1.2.8.** Overhead ladder or basket cable tray shall be installed to accommodate cables entering the TER and slack loop management.
- 1.2.9.** Each drop of Cat 6A cable extended to the designated Telecommunications Equipment Room (TER) must be terminated following TIA/EIA 568B standard using the T-568B pin/pair assignment on 12, 24 or 48 port patch panels.
- 1.2.10.** Relocate the TrippLite UPS, with installed SNMP Card, to the 8th floor TER as was in line with the racks on 7th floor.

ATTACHMENT B - COST PAGE & MATERIALS LIST

WV State Department of Transportation HQ BLDG. 5

MATERIALS LIST Exhibit "B"

MANUFACTURER BRAND NAME and PART NUMBER	BRAND NAME of VENDORS ALTERNATE	PART NUMBER of VENDORS ALTERNATE	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
COMMSCOPE	CPCSSX2-0ZF010		Category 6A - Modular Patch Cable 10FT Blue - OR EQUAL	Each	520		
COMMSCOPE	CPCSSX2-0ZF014		Category 6A - Modular Patch Cable 14FT Blue - OR EQUAL	Each	210		
COMMSCOPE	760092452		Category 6A U/UTP Info Outlet, blue - OR EQUAL	Each	730		
COMMSCOPE	107952442		M104 Type Surface Mount Box, four port ivory - OR EQUAL	Each	365		
COMMSCOPE	760118240		Faceplate 4-Hole w/blanks Modular Furniture - OR EQUAL	Each	365		
COMMSCOPE	760008888		ETL Verified Category 6A U/UTP Cable Plenum, 1000ft - OR EQUAL	Each	256		
COMMSCOPE	760103796		BLUE ICON - 100 \ bag - OR EQUAL	Each	70		
COMMSCOPE	760106880		Commscope 12 Strand Fiber Singlemode I/O Plenum (12 SM) - OR EQUAL	Feet	500		
COMMSCOPE	760039867		Commscope RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray 1U Shelf - OR EQUAL	Each	4		
COMMSCOPE	FDWLCSC52		Commscope TeraSPEED® LC to SC, Fiber Patch Cord, 3.0 mm Duplex, Plenum All Lengths - OR EQUAL	Each	500		
LABOR RATE PER HOUR			Hourly Rate for Cable Instalation - The hours shown are an estimate and not guaranteed. This rate is being included for evaluation purposes and represents the rate that will be used if a Change Order is required.	Each	10		
WV State Department of Transportation HQ BLDG. 5						Total Bid Price	

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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

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

DEFINITIONS:

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

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

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

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

WITNESS THE FOLLOWING SIGNATURE:

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

Authorized Signature: Marsha K. Harrell Date: 5/20/16

Marsha K Harrell
Senior Consultant
Contract Management

State of Mississippi

County of Hinds, to-wit:

Taken, subscribed, and sworn to before me this 20th day of May, 2016

My Commission expires May 31, 2016

AFFIX SEAL OF OFFICE



NOTARY PUBLIC

Angela A Cooper
Purchasing Affidavit (Revised 08/01/2015)

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Verizon Select Services Inc.
of 6665 N. McArthur Irving, TX 75038, 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 Obligee, in the penal sum of Five Percent of Bid Amount (\$ 5%) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
DOT1600000096 Data Cabling Building 5, Department of Transportation

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and
Surety, or by Principal individually if Principal is an individual, this 23rd day of May, 20 16.

Principal Seal

Verizon Select Services Inc.
(Name of Principal)
By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)
Vice President - Taxes
(Title)

Surety Seal

Fidelity and Deposit Company of Maryland
(Name of Surety)
[Signature]
Christine Hession Attorney-in-Fact

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

**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 MICHAEL BOND, 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 Manuel JONES, Elvia E. FOIL and Christine HESSION, all of Washington, District of Columbia, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

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

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 22nd day of April, A.D. 2016.

ATTEST:

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



By: Eric D. Barnes
Eric D. Barnes
Secretary
Eric D. Barnes

Michael Bond
Michael Bond
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 22nd day of April, A.D. 2016, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, MICHAEL BOND, 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
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019





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

~~STATE OF WEST VIRGINIA,~~ Mississippi
COUNTY OF Hinds, TO-WIT:

I, **Marsha K Harrell**
Senior Consultant
Contract Management, after being first duly sworn, depose and state as follows:

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

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

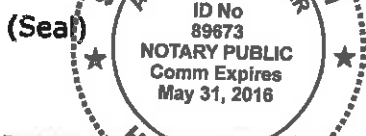
The above statements are sworn to under the penalty of perjury.

Marsha K Harrell
Senior Consultant
Contract Management

Printed Name: _____
Signature: Marsha K Harrell
Title: _____
Company Name: Verizon Business Network Services Inc
on behalf of Verizon Select Svcs Inc.
Date: 5/20/16

Taken, subscribed and sworn to before me this 20th day of May, 2016.

By Commission Expires May 31, 2016



Angela A Cooper
(Notary Public)

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

System Agreement

Routing Code: SCPE

This System Agreement ("Agreement"), effective as of the _____ day of _____, 2012, is made by and between

A. Verizon Entity Name ("Verizon"): Verizon Business Network Services Inc. on behalf of Verizon Select Services Inc.	B. Customer Name ("Customer") State of WV
Address: 4700 MacCorkle Av SE	Address: 2019 Washington St E
City: Charleston State: WV Zip Code: 25304	City: Charleston State: WV Zip Code: 25305
Contact Name and Phone Number: Sandy Hawkins (304)356-3395	Customer Billing Address (if different):
Quote Number (if applicable)	City: State: Zip Code:
	Contact Name and Phone Number: Misty Delong (304)558-8802

<p>C. Select all applicable options:</p> <p> <input type="checkbox"/> New System/Service Sale <input type="checkbox"/> Adds/Upgrade to Existing System <input checked="" type="checkbox"/> Installation Services <input type="checkbox"/> International Purchase and Sale (Drop Ship) </p> <p>VERIZON MAINTENANCE SERVICES</p> <p> <input type="checkbox"/> IP PBX Supplemental <input type="checkbox"/> Optical LAN Solutions <input type="checkbox"/> 8x5 Switch & Phones <input type="checkbox"/> 8x5 Switch & Proprietary Phones <input type="checkbox"/> 8x5 Switch Only <input type="checkbox"/> 8x5 Ancillary/Auxiliary Equipment <input type="checkbox"/> 8x5 Nortel Norstar <input type="checkbox"/> 8x5 NEC Electra Elite <input type="checkbox"/> 8x5 Business Communication Manager <input type="checkbox"/> 8x5 Centrex CPE <input type="checkbox"/> 24x7 Switch & Proprietary Phones <input type="checkbox"/> 24x7 Switch Only <input type="checkbox"/> 24x7 Ancillary/Auxiliary Equipment <input type="checkbox"/> 24x7 Nortel Norstar <input type="checkbox"/> 24x7 NEC Electra Elite <input type="checkbox"/> 24x7 Business Communication Manager <input type="checkbox"/> 24x7 Voice Service Plus <input type="checkbox"/> 24x7 Centrex CPE </p>	<p>Verizon Maintenance Services Cont'd.</p> <p> <input type="checkbox"/> Software Release Subscription (SRS) <input type="checkbox"/> On-Site Technician <input type="checkbox"/> Supplemental Warranty Coverage (extends the standard warranty to 24 hour coverage for major failures during the warranty period) <input type="checkbox"/> Other </p> <p>Third Party Maintenance Services - Third party maintenance will be provided in accordance with (i) the service descriptions of the respective third party maintenance service providers (generally available on their respective websites) and (ii) the relevant terms and conditions of this Agreement, specifically excluding section 3.2 (termination for convenience).</p> <p> <input type="checkbox"/> Nortel Extended Service <input type="checkbox"/> Cisco SMARTnet <input type="checkbox"/> Other: </p>
--	---



System Agreement

Routing Code: SCPE

D. Payment Options:

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

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

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

F. Maintenance Service Billing Option:

- Pre-paid Billing: _____ years \$ _____ (Annual Rate)
- Deferred Billing (deferred until warranty expiration):
 _____ years \$ _____ (Year 1) \$ _____ (Year 2) \$ _____ (Year 3) \$ _____ (Year 4) \$ _____ (Year 5)

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

G. Attachments

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

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

Customer Initials



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

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

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

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

2. Fees and Payment.

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

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

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

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

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

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

- 3.2.1. for all equipment and services provided up to the date of termination or cancellation, as applicable;
- 3.2.2. for all expenses incurred up to the date of termination or cancellation, as applicable, including but not limited to the costs of terminating purchase orders, return of equipment and/or software (if permitted by Verizon), removal of



equipment and/or software and other contractual obligations made by Verizon to meet its obligations under this Agreement or Statement of Work, (iii) a restocking fee of 25% of the price for unopened items or a 35% restocking fee for opened items, as shown on the applicable quote, for any System elements cancelled or returned provided such cancel or return is permitted by the manufacturer of the System element, and as authorized by Verizon.

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

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

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

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

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

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

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

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

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

9. **Customer Responsibilities.** Customer will:

9.1. Allow Verizon access for installation, inspection, testing, maintenance and repair of the System and performance of any required activity.

9.2. Provide suitable building facilities for the System in accordance with local codes, including but not limited to ducting, conduit, structural borings, etc. for cable and conductors in floors, ceilings and walls; electrical service with suitable terminals and power surge protection devices; and metallic grounds with sufficient slack in the equipment room, installed in conformity with the National Electrical Code and local codes.

9.3. Provide necessary heating, cooling, humidity and dust control as required by manufacturer specifications.



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

10. Changes In/Additions to System.

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

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

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

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

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

12. Limitation of Liability. EXCEPT FOR PAYMENTS OWED UNDER THIS AGREEMENT, IN NO EVENT WILL



EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING A PARTY'S NEGLIGENCE) OR OTHERWISE, INCLUDING WITHOUT LIMITATION DAMAGES ARISING FROM DELAY, LOSS OF GOODWILL, LOSS OF OR DAMAGE TO DATA, LOST PROFITS (ACTUAL OR ANTICIPATED), UNAVAILABILITY OF ALL OR PART OF THE SYSTEM, OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

13. Indemnification.

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

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

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

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

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

13.4 Without prejudice to Customer's rights to assert third-party responsibility therefore, and without prejudice to Verizon's



rights and remedies under applicable laws, rules, regulations or orders, including but not limited to, its rights to impleader, as between Verizon and Customer, Verizon shall not be responsible under this Agreement for damages, costs and attorneys fees, and any obligation on the part of Verizon to defend and indemnify shall not apply to, any Claim or portion arising out of (a) Customer's use of the System or CPE Services other than as may expressly be indemnified by Verizon pursuant to Sections 13.1 and/or 13.2 of these CPE Services and System Terms, or (b) the content of communications transmitted by or on behalf of Customer in the use of the System or CPE Services, including but not limited to libel, slander, and invasion of privacy.

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

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

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

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

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



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

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

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

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

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

20. Non-Waiver/Severability. Either party's failure to enforce any of the provisions of this Agreement or to exercise any right or option is not a waiver of any such provision, right, or option, and shall not affect the validity of this Agreement. Any



waiver must be written and signed by the parties. If any provision of this Agreement or the provision of any Service or equipment under the terms hereof is held to be illegal, invalid, or otherwise prohibited under applicable law or regulation in any State or jurisdiction, then this Agreement shall be construed as if not containing such provision or not requiring the provision of such invalid, illegal, or prohibited Service or equipment in such State or jurisdiction.

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

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

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

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

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

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

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

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

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



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

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

Customer: State of WV

By: *Marsha K. Harrell*
Print Name: _____
Title: **Marsha K Harrell** _____
 Senior Consultant _____
Date: Contract Management _____

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

5/20/14



AGREEMENT ADDENDUM

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

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

ACCEPTED BY:

STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

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

Signed: Marsha K. Harrell

Title: Marsha K Harrell
Senior Consultant
Contract Management

Date: 5/20/14

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;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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 that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's 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) rescind the contract or purchase order; 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.

Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.

Bidder: Verizon Business Network Sols Inc an affiliate of Verizon Select Sols Inc Signed: Marsha K. Harrell

Date: 5/20/16 Title: _____

Marsha K Harrell
Senior Consultant
Contract Management

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

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

Customer: State of West Virginia	Quote: 1-15M1WUZ
Contract ID: N/A	Date: 5/20/2016

<p>Verizon Business Network Services Inc., on behalf of Verizon Select Services Inc. One Verizon Way Basking Ridge, N.J. 07920</p> <p>By: <u>Marsha K Harrell</u> Name: Marsha K Harrell Title: Senior Consultant Date: Contract Management <u>5/20/16</u></p>	<p>CUSTOMER'S LEGAL NAME: State of West Virginia Address Department of Administration 1900 Kanawha Blvd East Building 15, Charleston, WV 25305</p> <p>By: _____ Name: Misty Delong, Buyer Title: _____ Date: _____</p>
---	---

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

Description of Project

1. Services.

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

2. Scope of Work.

Verizon proposes the following structured cabling installation services for Customer. Verizon has based the Quote on the cabling solution and technical specifications described below. Structured Cabling Services will include the installation of Cat-6A and fiber optic cable and associated support structure as described in State of WV RFQ - DOT1600000096.

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

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

Verizon will:

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

The structured cabling installed will be documented and delivered to the customer in the form of an As-built Drawing

Documentation to be Produced by Customer and Customer Obligations.

Customer must:

- 4.1 Designate a SPOC who will be responsible and authorized to (i) make all decisions and give all approvals which Verizon may need from Customer, and (ii) provide Verizon’s personnel on a timely basis with all information, data, access and support reasonably required for its performance under this SOW, including but not limited to making available appropriate personnel to work with Verizon as Verizon may reasonably request.
- 4.2 Confirm and agree to the schedule indicating general project deadlines with specific dates relating to the installation of the System as provided by Verizon;
- 4.3 Provide a soft copy of all related plans clearly depicting installation locations and features that is sufficiently recent, accurate, and detailed to allow Verizon to install the System;
- 4.4 Provide the appropriate security clearances, access badges, and access to buildings and any other structures related to the Project (“Locations”) and Training as defined below, if required.. It is the Customer’s sole responsibility to provide the necessary means of access to Locations;
- 4.5 Provide prompt physical and electronic access to Locations where Verizon will install the System. NOTE: Wait time in excess of 60 minutes may result in a time and material charge. Verizon will coordinate Project activities in advance in order to allow for timely access and avoid delay.
- 4.6 Remove or move any obstacles required to implement this Project at a Location in a timely manner.

- 4.7 Provide loading dock space and freight elevators at no expense to Verizon. Verizon deliveries shall be scheduled during Office Hours as defined below;
- 4.8 Control all activities associated with the existing Customer equipment, including without limitation changes, additions or deletions of devices made by any non-Verizon provided technicians.
- 4.9 Provide adequate and secure storage space for the Verizon equipment, tools, and materials at the Location;
- 4.10 Unless otherwise provided for in Section 2, Scope of Work, provide sufficient rack space or other appropriate installation location for the System;
- 4.11 Ensure that the Customer's ground meets the recommendations of the System manufacturer. If a new ground work is required, Verizon can perform such work at Customer's request pursuant to a quote;
- 4.12 Ensure that any and all main or intermediate distribution frames ("MDF/IDF") are of sufficient size to accommodate System being installed;
- 4.13 Ensure conformance with any applicable codes, regulations, and laws, including but not limited to electrical, building, safety, and health;
- 4.15 Dispose of all decommissioned equipment, unless provided otherwise in the Quote.
 - If this box is checked, Verizon will demolish and dispose of all abandoned cable as required by code. If this box is not checked, Verizon will not demolish and dispose of abandoned cable.
- 4.16 Additional Responsibilities:
 - Cost associated with the right-of-way, permits and leasing
 - Easements for placing buried conduit
 - Permission from the building owner to excavate the on the property if required
 - Customer is to provide prompt access to the facilities as required completing the installation(s).

4. Change Order Request

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

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

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

6. Conditions.

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

- 7.4 Verizon will provide Customer written notice indicating the date Structured Cabling Services is complete (the "In-Service Date"). Verizon will attempt to meet Customer's requested In-Service Dates, however Verizon can not guarantee any In-Service Date. In-Service Dates are subject to the availability of materials and resources.
- 7.5 Should Customer request delay of Structured Cabling Services, or should Structured Cabling Services be delayed as a result of Customer's action or inaction, Verizon may store the System, or any portion thereof, at Customer's risk and expense.
- 7.7 Verizon will use reasonable efforts to avoid interruption of Customer's network service during Office Hours. If it is necessary to interrupt network service during Office Hours, Verizon will notify the SPOC at least 48 hours in advance.
- 7.8 Customer will only assign persons to this project that have the necessary skills required to complete the Customer's part of this project.
- 7.9 Customer will allow Verizon access to sites for performance of any required Structured Cabling Service. Customer will notify Verizon of any site-specific requirements that might impact Verizon's ability to access such site, e.g. safety or security training ("Training"). Verizon will comply with such Training requirements however Verizon reserves the right to bill Customer for the time required for Training at Verizon's then current labor rate. Customer will provide necessary badges, escorts, etc. required for site access per Customer's security and safety policies.
- If this box is checked, Verizon personnel will require additional training for site access.
- 7.10 Additional Conditions
N/A
8. **Term of SOW.** This SOW is effective upon full execution by the parties and will remain in effect during the delivery of the Structured Cabling Services. Except for warranties specifically provided herein, this SOW will terminate upon final delivery of the Structured Cabling Services.
9. **Warranty**
- 9.1 Verizon warrants the System against defects solely related to Verizon's installation for one year after the System is accepted as provided above. To the extent permitted, manufacturers' end user warranties will be passed through to Customer. Customer will present such warranty claims directly to the manufacturer.
- 9.2 If a manufacturer's end-user warranty is included, Verizon will provide the appropriate certified labor, documentation, and materials to qualify the installation for such warranty.
- If this box is checked, the System includes manufacturer's warranty.
- 9.3 These warranties do not cover damage to or malfunction of the System caused in whole or in part by Customer or third parties through other than normal use of the System or caused by an event external to the System. The warranties contained herein are Customer's sole and exclusive warranties for Structured Cabling Services.

10. Assumptions

- 10.1 This SOW constitutes the entire agreement between the parties with respect to the Structured Cabling Services and supersedes all other prior or contemporaneous representations, understandings or agreements. Except as otherwise expressly stated herein, no amendment to this SOW is valid unless in writing and signed by both parties.
- 10.2 Structured Cabling Services are limited to the services, deliverables, documentation, and conditions stated herein and in the Agreement, and the System defined in the Quote.
- 10.3 Additional Assumptions
Excluded from this proposal:
- State and Local Sales Tax (if applicable)
 - Any cost associated with the repair of underground conduits along the route (if applicable)

Corporate Policy Statement

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



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

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

Patricia L Myers, Manager, Pricing & Contract Management (VZ ID [redacted]);
Marsha K Harrell, Senior Consultant, Pricing & Contract Management (VZ ID [redacted]); and
Jacquallynn A Whiting, Director, Pricing & Contract Management (VZ ID [redacted])

the authority to perform the following function:

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

This will be effective beginning on July 1, 2015 and ending on June 30, 2016 or before if rescinded by me.

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

Distribution:

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

Approved By:

Anthony Recine 4/12/15
Signature Date

Anthony Recine [redacted]
Name VZ ID

SVP & CMO [redacted]
Responsibility Code or Cost Center Code

Jacquallynn A Whiting 4/12/15
Delegate's Signature Jacquallynn A Whiting

Patricia L Myers 4/12/15
Delegate's Signature Patricia L Myers

Marsha K Harrell 6/11/2015
Delegate's Signature Marsha K Harrell

The professional designation of
RCCDD[®]

Registered Communications Distribution Designer
is awarded to

Lawrence W Host

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

Designator #

Issued 1/1/2014

Expires 12/31/2016

Tony Wherry

Chair, RCS Committee

Richard Mendez

Director of Credentialing



The professional designation of

OSP

OUTSIDE PLANT DESIGNER



is awarded to

Lawrence W Host

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

Handwritten signature of Tony Wherry in cursive.

Chair, RCS Committee

Handwritten signature of Krista Mendoza in cursive.

Director of Credentialing

Designator #



Issued

1/1/2014

Expires

12/31/2016



Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

**REGISTERED TELECOMMUNICATIONS
PROJECT MANAGER**

IS AWARDED TO

Lawrence W Host

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

Designation Number:



Registration Start Date: 1/1/2016

Registration End Date: 12/31/2018



Bicsi
RTPM

Since

8/1/2012

Chair, Registrations & Credentials Supervision Committee

Director of Credentialing

CERTIFICATE OF AUTHORIZATION

This certifies that

Lawrence Host
Verizon

has successfully completed

SP3321 - SYSTEMAX SCS Design and Engineering


James Donovan
Approval

10th June 2015
Date Issued


Certificate

BICSI Recognized Continuing Education Credits (CECs)
None

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

CERTIFICATE OF ACHIEVEMENT

This certifies that

Lawrence Host
Verizon

has successfully completed

SP3351 - SYSTIMAX MasterClass


James Donovan
Approval

10th June 2015
Date Issued


Certificate

BICSI Recognized Continuing Education Credits (CECs)
9 Event ID: OYCOMMS#04141

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

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

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Project Management Institute

THIS IS TO CERTIFY THAT

Lawrence W Host

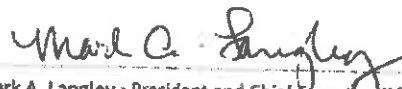
HAS BEEN FORMALLY EVALUATED FOR DEMONSTRATED EXPERIENCE, KNOWLEDGE AND PERFORMANCE IN ACHIEVING AN ORGANIZATIONAL OBJECTIVE THROUGH DEFINING AND OVERSEEING PROJECTS AND RESOURCES AND IS HEREBY BESTOWED THE GLOBAL CREDENTIAL

Project Management Professional (PMP)[®]

IN TESTIMONY WHEREOF, WE HAVE SUBSCRIBED OUR SIGNATURES UNDER THE SEAL OF THE INSTITUTE



Antonio Nieto-Rodriguez • Chair, Board of Directors



Mark A. Langley • President and Chief Executive Officer



PMP[®] Number [REDACTED]
PMP[®] Original Grant Date 08 January 2016
PMP[®] Expiration Date 07 January 2019

