



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 2

List View

General Information

Contact

Default Values

Discount

Document Information

Procurement Folder: 358930

SO Doc Code: CRFQ

Procurement Type: Central Purchase Order

SO Dept: 0803

Vendor ID: 000000219123

SO Doc ID: DOT1800000016

Legal Name: POMEROY IT SOLUTIONS SALES CO

Published Date: 10/4/17

Alias/DBA:

Close Date: 10/12/17

Total Bid: \$345,680.02

Close Time: 13:30

Response Date: 10/12/2017

Status: Closed

Response Time: 11:59

Solicitation Description: ADDENDUM_3: STRUCTURED
CABLING - DISTRICT 3

Total of Header Attachments: 2

Total of All Attachments: 2



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

State of West Virginia
Solicitation Response

Proc Folder : 358930

Solicitation Description : ADDENDUM_3: STRUCTURED CABLING - DISTRICT 3 (DOT63180003)

Proc Type : Central Purchase Order

Date issued	Solicitation Closes	Solicitation Response	Version
	2017-10-12 13:30:00	SR 0803 ESR10111700000001541	1

VENDOR

000000219123

POMEROY IT SOLUTIONS SALES CO

Solicitation Number: CRFQ 0803 DOT1800000016

Total Bid : \$345,680.02

Response Date: 2017-10-12

Response Time: 11:59:33

Comments:

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins
(304) 558-2307
mark.a.atkins@wv.gov

Signature on File

FEIN #

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Vendor shall use Exhibit_A Pricing Page(s) for bid pricing.				\$345,680.02

Comm Code	Manufacturer	Specification	Model #
83111601			

Extended Description :	<p>TO PROVIDE STURCTURED CABLING NETWORK DISTRIBUTION SYSTEM, INSTALLATION, TESTING & ACCEPTANCE: LUMP SUM:</p> <p>Note: Vendor shall use Exhibit_A Pricing Page(s) for bid pricing.</p>
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Comments: CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET - available upon award.



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

Kentucky
STATE OF ~~WEST VIRGINIA~~,
COUNTY OF Boone, TO-WIT:

I, Summer Bailey, after being first duly sworn, depose and state as follows:

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

maintains a 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.

Printed Name: Summer Bailey

Signature: Summer Bailey

Title: Technology Solutions Executive

Company Name: Pomeroy IT Solutions Sales Company Inc

Date: 10/11/2017

Taken, subscribed and sworn to before me this 11th day of October, 2017.

By Commission expires August 6, 2019

(Seal)

Kelly A. Wright
(Notary Public)

KELLY A. WRIGHT
Notary Public-State at Large
KENTUCKY - Notary ID # 539407
My Commission Expires August 06, 2019



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

State of West Virginia
Request for Quotation
09 – Construction

Proc Folder: 358930

Doc Description: ADDENDUM_3: STRUCTURED CABLING - DISTRICT 3 (DOT63180003)

Proc Type: Central Purchase Order

Date Issued	Solicitation Closes	Solicitation No	Version
2017-10-04	2017-10-12 13:30:00	CRFQ 0803 DOT1800000016	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:

Pomeroy

Attn: Summer Bailey

500 Westmoreland Office Park

Dunbar, WV 25064

FOR INFORMATION CONTACT THE BUYER

Mark A Atkins

(304) 558-2307

mark.a.atkins@wv.gov

Signature X

Summer Bailey

FEIN # 61-1352158

DATE 10/10/2017

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

ADDITIONAL INFORMATION:

ADDENDUM 3 is issued for the following:

1. To move the bid opening date from 10/10/2017 to 10/12/2017 at 1:30pm EST.
2. To publish the Agency responses to the questions submitted by Vendors during the Technical Questioning period.
3. To publish additional attachments to modify and/or clarify specifications.

No other changes made.

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation (WVDOT), the West Virginia Division of Highways (WVDOH, District Three (D-3), to establish a contract for the following:
The installation of structured cabling pathways and spaces systems. The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services per attached documents.

This work will be performed in WVDOH District 3 which is made up of Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt, and Wood Counties. It will include the Dist. HQ Complex, all County HQ facilities, and all Substations.

INVOICE TO	SHIP TO
DIVISION OF HIGHWAYS INFORMATION SERVICE DIVISION 1900 KANAWHA BLVD E, BLDG 5 RM 920 CHARLESTON WV25305-0430 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Vendor shall use Exhibit_A Pricing Page(s) for bid pricing.				\$345,680.00

Comm Code	Manufacturer	Specification	Model #
83111601	Pomeroy	Structured Cabling	

Extended Description :

TO PROVIDE STURCTURED CABLING NETWORK DISTRIBUTION SYSTEM, INSTALLATION, TESTING & ACCEPTANCE: LUMP SUM:

Note: Vendor shall use Exhibit_A Pricing Page(s) for bid pricing.

If vendor is submitting a bid online, Vendor should enter \$0.00 in the Oasis commodity line.

Vendor shall enter pricing into the Exhibit_A Excel page and must attach with bid.

See section 18 of Instructions to Bidders.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting @ 10:00am EST	2017-08-31
2	Technical Questions due by:	2017-09-07

DOT1800000016	Document Phase Final	Document Description ADDENDUM_3: STRUCTURED CABLING - DISTRICT 3 (DOT63180003)	Page 3 of 3
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

CRFQ 0803 DOT1800000016
REQUESTED FOR QUOTATION
STRUCTURED CABLING DISTRIBUTION FOR DISTRICT THREE

EXHIBIT A – Pricing Page

Dated: 10/10/2017
(Bidder to insert date bid submitted)

SUBMITTED BY:

Pomeroy (hereinafter called "Vendor")

SUBMITTED TO:

West Virginia Department of Transportation (hereinafter called "WV DOT")

The Bidder, being familiar with local conditions affecting the cost of the Work and the Contract Documents, including Instructions to Bidders, Bid Form, General Conditions, Drawings, Specifications, and any Addenda or Clarifications issued, hereby propose to furnish all labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete construction of in every detail and ready for operation, all in full accordance with, and in conformity to, the Contract Documents, for the stipulated sums as follows:

TOTAL BID AMOUNT (Show Bid Amount in both words and numbers.)

For the sum of: \$ 345,680.⁰²

Three hundred forty five thousand, six hundred Dollars.
eighty dollars and two cents.

(Show Bid Amount in both words and numbers.)

(In the event of a difference between the written bid amount and the number bid amount, the written bid amount shall govern.)

Summer Bailey

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ 0803 DOT1800000016

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

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

Pomeroy

Company

Summer Bailey

Authorized Signature

10/10/2017

Date

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

SOLICITATION NUMBER: CRFQ 0803 DOT1800000016
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFQ 0803 DOT1800000016 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To move the bid opening date from 09/20/2017 to 09/27/2017 at 1:30pm EST.
2. To publish the pre-bid sign-in sheets.

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.

SIGN IN SHEET

Page 1 of

Request for Proposal No. DOT 18**16

PLEASE PRINT

Date: 8/31/17

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

FIRM & REPRESENTATIVE NAME	MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: <u>Pomeroy</u>		PHONE <u>(304) 546-2289</u>
Rep: <u>Kent Reed</u>	<u>900 Westmoreland Office Park</u>	TOLL FREE
Email Address: <u>kent.reed@pomeroy.com</u>	<u>Dunbar, WV 25808</u>	FAX <u>(304) 746-4426</u>
Company: <u>Graybar</u>	<u>1618 Young St</u>	PHONE <u>304-206-3600</u>
Rep: <u>Kevin Hyper</u>	<u>CHARLESTON WV 25301</u>	TOLL FREE
Email Address: <u>Kevin.hyper@graybar.com</u>		FAX <u>304-344-2371</u>
Company: <u>Verizon</u>	<u>827 Fairmont Road Suite</u>	PHONE <u>304-381-3969</u>
Rep: <u>Lance Host</u>	<u>Morgantown, WV 26501</u>	TOLL FREE
Email Address: <u>lawrence.host@verizon.com</u>		FAX
Company: <u>Mow Valley Technologies</u>	<u>3564 River Road</u>	PHONE <u>304 288-0746</u>
Rep: <u>Bob Bishop</u>	<u>Morgantown, WV 26501</u>	TOLL FREE
Email Address: <u>BBISHOP@MVTECH.US</u>		FAX <u>304 278-7773</u>
Company: _____	_____	PHONE _____
Rep: _____	_____	TOLL FREE
Email Address: _____	_____	FAX _____

SIGN IN SHEET

Request for Proposal No. DOT 18xx16

PLEASE PRINT

Page ____ of ____

Date: 8/31/17

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

FIRM & REPRESENTATIVE NAME		MAILING ADDRESS	TELEPHONE & FAX NUMBERS
Company: DOT- Info. Services	Bldg 5 Rm 920	PHONE 304 558-9525	
Rep: Todd M. Intyre	Charleston WV 25305	TOLL FREE	
Email Address: todd.a.maintyre@wv.gov		FAX	
Company: WVOT	Bldg 5 10th Floor	PHONE 304-559-8132	
Rep: Richard Wickert	Charleston, WV 25305	TOLL FREE 304-558-8121	
Email Address: RICHARD.W.WICKERT@WV.GOV		FAX	
Company: WVOT Info. Services	Bldg 5 Rm 920	PHONE 304-558-9534	
Rep: Kristy James	Charleston, WV 25305	TOLL FREE	
Email Address: Kristy.e.james@wv.gov		FAX	
Company:		PHONE	
Rep:		TOLL FREE	
Email Address:		FAX	
Company:		PHONE	
Rep:		TOLL FREE	
Email Address:		FAX	

SOLICITATION NUMBER: CRFQ 0803 DOT1800000016

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ 0803 DOT1800000016 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☒ [X] 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. To move the bid opening date from 09/27/2017 to 10/10/2017 at 1:30pm EST to allow the Agency additional time to respond to the Technical Questions submitted by Vendors during the Technical Questioning period.

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.

SOLICITATION NUMBER: CRFQ 0803 DOT1800000016

Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as CRFQ 0803 DOT1800000016 ("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 with additional attachments.
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☐ Correction of error
- ☐ Other

Description of Modification to Solicitation:

1. To move the bid opening date from 10/10/2017 to 10/12/2017 at 1:30pm EST.
2. To publish the Agency responses to the questions submitted by Vendors during the Technical Questioning period.
3. To publish additional attachments to modify and/or clarify specifications.

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.

Attachments for Addendum_3 CRFQ 0803 DOT1800000016

Table of Contents - this document lists all the documents and the file names associated with all the files contained in this Addendum. NOTE: there are a total of 8 Attachments, 2 single documents and 6 ZIP files.

ADDITIONAL DOCUMENTS:

Technical Question response from Agency to Vendors.

NEW EXHIBIT E – MATERIALS LIST

ATTACHMENT A 1 of 6.ZIP**Dist. 3 HQ SITE PHOTOS**

D-3 Complex_GE_033114

D-3 FiberHQ2EquipShp_1

D-3 FiberHQ2EquipShp_2

D-3 FiberHQ2MatsOffice-(1) 040914

D-3 FiberHQ2MatsOffice-(2) 041614

D-3 FiberHQ2MatsOffice-(3) 041614

D-3 AddnlBldgs_042314

D-3_EquipOff_042114

D-3 Fiber-EqOff2EqShp_lbl_040814

D-3_HQ-1st Flr_041516

D-3_HQ-2nd Flr_041614

D-3_HQ-Bsmt Flr_041614

D-3_MtrlsLab_042114

D-3_MtrlsOffice_041714

ATTACHMENT B 2 of 6.ZIP**PDF FIRE PLANS**

Fire Plans – 1st Floor D3

Fire Plans – 2nd Floor D3

Fire Plans – Basement D3

ATTACHMENT C 3 of 6.ZIP**VISO DIAGRAM**

D-3 Cmplx-Fbr-Lbl-051917

D-3 DOT-D3Hq_Network_083117_rww

ATTACHMENT D 1_4 of 6.ZIP

EXAMPLES

- 1) TER_examples
 - a) exmpl_Cop PchBlk Lbl
 - b) exmpl_CopSlak
 - c) exmpl_FibSlak exmpl
 - d) Rck Bk Cbl Lbl
 - e) exmpl_Rck Frt Gi Fib
 - f) exmpl_Rck Frt Lbls
 - g) exmpl_UPS SNMP Inst

ATTACHMENT D 2_5 of 6.ZIP

- 2) TstRslts_exmpl
 - a) exmpl_COHQ Taylor Cty_TstRslts
 - b) exmpl_DMV_TstRslts
 - c) exmpl_SUB Coridor D Sec 2 (Tunnel Hill)_TstRslts

ATTACHMENT D_3 6 of 6.ZIP

- 3) 3_AsBlt_exmpl
 - a) exmpl_COHQ Taylor Cty Admin_AsBlt
 - b) exmpl_COHQ Taylor Cty Maint Sp_AsBlt
 - c) exmpl_DMV_AsBlt
 - d) exmpl_HQ Admin Bldg 1st Flr MDF_AsBlt
 - e) exmpl_HQ Admin Bldg 1st Flr_AsBlt
 - f) exmpl_Site Map Burlington WV_AsBlt
 - g) exmpl_Subs Tunnel Hill_AsBlt

- 1) Will the drawings and layouts discussed by Mr. Wickert be made available to the bidding contractors?
 - A. Yes, see Attachment A, B and C. The sketches and floor plans are included in this addendum.
- 2) Who will be responsible for obtaining or updating the Pole License Agreement with the Pole Owner for the aerial fiber run from the Equipment Office to the Equipment Shop?
 - A. Section 4 – General Terms & Conditions, requires the vendor to have on staff a BICSI RCDD with OSP (Outside Plant) Specialty. This credentialed employee will have the training, knowledge, and experience to obtain or update all necessary pole attachment agreements, right of way crossing permissions, and/or any other permits as required. Section – 10 General Terms & Conditions, the vendor shall obtain or update all necessary pole attachment agreements, right of way crossing permissions, and/or any other permits as required in the name of the State of WV Dept. of Highways.
- 3) Who will be responsible for obtaining or updating the “Right of Way” over the railroad tracks between the Equipment Office and the Equipment Shop?
 - A. Section 4, - General Terms & Conditions, requires the vendor to have on staff a BICSI RCDD with OSP (Outside Plant) Specialty. This credentialed employee will have the training, knowledge, and experience to obtain or update all necessary pole attachment agreements, right of way crossing permissions, and/or any other permits as required. Section 10 – General Terms & Conditions, the vendor shall obtain or update all necessary pole attachment agreements, right of way crossing permissions, and/or any other permits as required in the name of the State of WV Dept. of Highways.
- 4) Is it acceptable to provide a new Wireless Bridge alternate to the fiber connection from the District HQ Building to the Materials Lab?
 - A. Refer to Section 2.3.1 – Project Plans. No, the DOH is providing a utility pole beside the street entrance to the parking lot for an aerial attachment from the HQ Building and will trench and bury a 2” conduit from the pole across the street, the Materials parking lot and to the Materials Lab Building for the vendor to install the fiber in.
 - B. Refer to Attachment A.
- 5) If the fiber optic backbone from the District HQ Building is still being considered who will be responsible for the aerial right of ways crossing the street?
 - A. The street portion of this run will be buried. The State of WV owns the street. Refer to response for question 4.
- 6) An existing PVC conduit was identified on the walk through coming out of the second floor of the Equipment Office and going under the parking lot. We were told that it was either going to the Nelson Building or the District HQ Building. Which of these building was this connecting?
 - A. Refer to Section 2.5, the fiber is run through a conduit that runs from the Administration Building to the Equipment Office Building.

- 7) Will drawings ("Red Line") be provided that show all existing paths of the current fiber and/or existing conduits between buildings?

A. Refer to Section 10.4.1.1, the conduits and fiber runs have been in place for 15+ years. To date, we have not been able to find anyone who knows the exact routes the conduits take. Functional sketches are being provided for reference only. As part of this RFQ as-built drawings will be created by the vendor so that the State will have these conduits documented.

RFQ Specification Revision:

From:

10.4.1.1. Prior to final acceptance, the contractor is to submit to the WVDOT marked up drawings (As-Built) reflecting the work as constructed. The drawings shall be digitally submitted on a CDROM in both AutoCAD and PDF format.

To:

10.4.1.1. Prior to final acceptance, the contractor is to submit to the WVDOT marked up drawings (As-Built) reflecting the work as constructed. The drawings shall be 2 (two) paper copy's and 1 (one) digitally submitted on a CDROM in both AutoCAD and PDF format.

- 8) If existing pole paths are in violation of NEC and Pole License Agreement, who is responsible for correcting the issues, paperwork and possible fines?

A. Section 4 – General Terms & Conditions requires the vendor to have on staff a BICSI RCDD with OSP (Outside Plant) Specialty. This credentialed employee will have the training, knowledge, and experience to obtain or update all necessary pole attachment agreements, right of way crossing permissions, and/or any other permits as required. Section 10 – General Terms & Conditions, the vendor shall obtain or update all necessary pole attachment agreements, right of way crossing permissions, and/or any other permits as required in the name of the State of WV Dept. of Highways.

B. Any fines shall be brought to the attention of the WVDOT Project Representative and the WVOT Project Manager immediately.

- 9) Is there a project schedule for this or list of priority locations that will be addressed first?

A. The District HQ should be the first location due to the complexity of the install.

- 10) What is the estimated timeline for this project?

A. The RFQ provides for 300 working days for completion.

- 11) The RFQ Specifications describes Wire Management; the Exhibit C lists the number of equipment rooms and racks in each building. Does the State of WV require the vendor to install cable management panel, vertical and horizontal, for this project?

A. Vertical cable management shall at a minimum be on one side of all mounting racks. One 2u horizontal cable manager shall be placed above and below each 2u 48 port patch panel and each network switch. Refer to Attachment D.

- 12) The RFQ Exhibit C lists the number of equipment rooms and racks in each building. Does the State of WV require the vendor to install overhead runway and associated accessories for this project?

A. Yes. As possible and necessary.

- 13) The RFQ Specifications describes UPS Equipment; the Exhibit C lists the number of equipment rooms and racks in each building. Does the State of WV require the vendor to install UPS Equipment and associated support software/hardware in each equipment room for this project?

A. Yes.

RFQ Specification Revision:

Remove Exhibit D this is a duplicated document. Add new document, Exhibit E – Materials List.

- 14) The RFQ Specifications describes patch cables; the Exhibit C lists the number of jacks in each building. Does the State of WV require the vendor to provide patch cables for both ends of each cable run for this project? If so, in what lengths?

A. Refer new Exhibit E – Materials List added in this addendum and Exhibit_C – Locations for patch cable per location and total amounts.

- 15) Does this RFQ include the demo of the replaced cabling in each building?

A. The National Electric Code (NEC) requires that all abandoned copper and fiber cable be removed. Abandoned cable is identified as a cable that is not terminated at equipment and not identified for future use with a tag [725.2, 760.2, 770.2, 800.2, and 820.2] and the NEC does require the accessible portion of abandoned to be removed [725.3(B), 760.3(B), 770.3(A), 800.52(B), and 820.3(A)]

The following requirements have been added to the RFQ Specifications.

Scope of Work at District HQ, County HQ, and Substations

2.1. Construction Satellite Office to the Sign Shop

- 2.1.1. Install 1 (one) 12 (twelve) strand indoor / outdoor single mode fiber from the Construction Satellite Telecom Room to the Sign Shop Telecom Room.

2.2. District Headquarters Scope of Work at each location

- 2.2.1. Installation of the designated number of Cat-6 Jacks as required at each HQ building.
- 2.2.2. Installation of a WAP location dual Cat-6 cable drop and an outlet located on an exterior wall location of the building per DOT direction. Generally, this location is in the building nearest the truck entrance to the salt pile. Place a 1" core/sleeve on the exterior wall so that a WAP or Antenna cable can be extended by others.
- 2.2.3. Install Patch Panel(s) and Wire Manager(s) on the equipment rack.
- 2.2.4. Install a wall mounted shelf on the equipment rack for future equipment.
- 2.2.5. Install UPS, with installed SNMP Card, in the closet/space near the panel for others to install with future equipment.
- 2.2.6. Use PVC Wire mold as necessary.
- 2.2.7. Create a basic floor plan with jack locations and labels to serve as an As-built. Use fire escape route if available.
- 2.2.8. Label all cables, outlets, and panels.
- 2.2.9. Vertical cable management shall at a minimum be on one side of all mounting racks. One 2u horizontal cable manager shall be placed above and below each 2u 48 port patch panel and each network switch.
- 2.2.10. Install TGB {HAGER - 1/4" X 2" X 12" TGB KIT}
- 2.2.11. Install 1 (one) run of outdoor rated Cat 6 cable from the Equipment Office data space to the Nelson Building data space. It will be run along with the fiber between these same locations.

2.3. County Headquarters Scope of Work at each location.

- 2.3.1. Installation of the designated number of Cat-6 Jacks as required at each County Office.
- 2.3.2. Installation of a WAP location dual Cat-6 cable drop and an outlet located on an exterior wall location of the building per DOT direction. Generally, this location is in the building nearest the truck entrance to the salt pile. Place a 1" core/sleeve on the exterior wall so that a WAP or Antenna cable can be extended by others.
- 2.3.3. Install Patch Panel(s) and Wire Manager(s) on the wall with a wall mount swing bracket. If a rack is present or required, use the equipment rack instead.
- 2.3.4. Install a wall mounted shelf under the patch panel for future equipment.

- 2.3.5. Install UPS, with installed SNMP Card, in the closet/space near the panel for others to install with future equipment.
- 2.3.6. Use PVC Wire mold as necessary.
- 2.3.7. Create a basic floor plan with jack locations and labels to serve as an As-built. Use fire escape route if available.
- 2.3.8. Label all cables, outlets, and panels.
- 2.3.9. Vertical cable management shall at a minimum be on one side of all mounting racks. One 2u horizontal cable manager shall be placed above and below each 2u 48 port patch panel and each network switch.
- 2.3.10. Install TGB {HAGER - 1/4" X 2" X 12" TGB KIT}

2.4. Sub-Stations Scope of Work at each location.

- 2.4.1. Installation of the designated number of Cat-6 Jacks as required at each Sub-Station.
- 2.4.2. Installation of a WAP location dual Cat-6 cable drop and an outlet located on an exterior wall location of the building per DOT direction. Generally, this location is in the building nearest the truck entrance to the salt pile. Place a 1" core/sleeve on the exterior wall so that a WAP or Antenna cable can be extended by others.
- 2.4.3. Install Patch Panel and Wire Manager on the wall with a wall mount swing bracket.
- 2.4.4. Install a wall mounted shelf under the patch panel for future equipment.
- 2.4.5. Install UPS, with installed SNMP Card, in the closet/space near the panel for others to install with future equipment.
- 2.4.6. Use PVC Wire mold as necessary.
- 2.4.7. Create a basic floor plan with jack locations and labels to serve as an As-built. Use fire escape route if available.
- 2.4.8. Label all cables, outlets, and panels.
- 2.4.9. Vertical cable management shall at a minimum be on one side of all mounting racks. One 2u horizontal cable manager shall be placed above and below each 2u 48 port patch panel and each network switch.
- 2.4.10. Install TGB {HAGER - 1/4" X 2" X 12" TGB KIT}

MATERIALS LIST - Exhibit E

WV State Department of Transportation District 3 HQ with Cty HQ's and Substations

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.

PART NUMBER	DESCRIPTION	UNIT	QUANTITY
12419-736	Chatsworth - 36" Wall Mount Cabinet _ OR EQUAL	Each	14
12804-701	Chatsworth - Fan Kit, 115 VAC, 100 CFM _ OR EQUAL	Each	14
57014-703	Chatsworth Velocity Standard Pack _ OR EQUAL	Pack	6
760072959	CommScope 2U SS Horizontal Trough Kit	Each	36
UC1BBB2-0ZF005	CommScope Uniprise UNC-BL-5FT Modular Patch Cable 5FT Blue _ OR EQUAL	Each	740
UC1BBB2-0ZF010	CommScope Uniprise UNC-BL-10FT Modular Patch Cable 10FT Blue _ OR EQUAL	Each	578
UC1BBB2-0ZF014	CommScope Uniprise UNC-BL-14FT Modular Patch Cable 14FT Blue _ OR EQUAL	Each	93
UNJ600-BL	CommScope Uniprise Cat6 Info Outlet, Blue _ OR EQUAL	Each	740
UNP-U-610-2U-48	CommScope Uniprise Cat6 Patch Panel, 48 Port _ OR EQUAL	Each	20
UNP-U-610-1U-24	CommScope Uniprise Cat6 Patch Panel, 24 Port _ OR EQUAL	Each	8
4763214/10	CommScope Uniprise 7504 Category 6 U/UTP Cable, Plenum, 1000ft _ OR EQUAL	Each	130
760008888	CommScope GigaSPEED® XL 1571 Category 6 U/UTP Cable, outdoor, black 1000ft _ OR EQUAL	Each	6
760106880	CommScope 12 Strand Fiber Singlemode I/O Plenum (12 SM) _ OR EQUAL	Feet	6000
760109496	CommScope 360G2 Cartridge 12 LC TeraSPEED, Blue w/Pigtails _ OR EQUAL	Each	16
760193771	CommScope 360G2-1U-MOD-SD _ OR EQUAL	Each	9
760039867	CommScope RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray 1U Shelf _ OR EQUAL	Each	16
FEW LCLC42-MXF003	CommScope 3 FOOT - LC/LC Jumper Cable - SM _ OR EQUAL	Each	15
FEW LCLC42-MXF007	CommScope 7 FOOT - LC/LC Jumper Cable - SM _ OR EQUAL	Each	10
RCURN082	GEIST - 102D20ST5-OD Switched Ultra PDU _ OR EQUAL	Each	1
RTAFHD3-12	GEIST - Remote Temperature, Humidity, Air Flow, and Dew Point Sensor, 12' cord _ OR EQUAL	Each	1
GBI14420TMGBKT	HAGER 1/4" X 4" X 20" TMGB KIT _ OR EQUAL	Each	20
RGBHKIT14119.25	HAGER 1/4" X 1" X 19" RACK MOUNT KIT _ OR EQUAL	Each	20
SU1000RTXL2UA	TrippLite SmartOnline 1kVA Dble-Conversion UPS, 100/110/120V NEMA outlets _ OR EQUAL	Each	25
SNMPWEBCARD	TrippLite SNMP, Web or Telnet _ OR EQUAL	Each	25
BP24V15RT2U	TrippLite External Battery Pack for UPS System _ OR EQUAL	Each	1
BP24V70-3U	TrippLite External Battery Pack for UPS System _ OR EQUAL	Each	1
2-9USTAND	TrippLite Convert- UPS + BP- Rackmount to a Tower Mount _ OR EQUAL	Each	25
ENVIROSENSE	TrippLite Environmental Sensor for use with Tripp Lite SNMPWEBCARD _ OR EQUAL	Each	19

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

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

August 31, 2017 at 10:00am EST

Pomeroy attended.

WVDOH District 3 Headquarters
624 Depot Street
Parkersburg, WV 26101-5127

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: **September 07, 2017**

Submit Questions to: Mark Atkins, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Mark.A.Atkins@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: Structured Cabling D-3
BUYER: Mark Atkins, File#33
SOLICITATION NO.: CRFQ 0803 DOT1800000016
BID OPENING DATE: 09/20/2017
BID OPENING TIME: 1:30pm EST
FAX NUMBER: 304-558-3970

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

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

BID TYPE: (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: ~~September 20, 2017~~ October 12, 2017 @ 1:30pm 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 and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

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.

22. INTERESTED PARTY DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Purchasing Division a disclosure of interested parties to the contract, prior to contract award. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.

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 300 working 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. 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.

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

☒ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid 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 bid amount. 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. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **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.

☒ **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 with OSP outside plant designation

Copies of certifications can be found in response, as well as experience.

☐

☐

☐

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.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. Subsequent to contract award, and prior to the insurance expiration date, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies mandated herein, including but not limited to, policy cancelation, policy reduction, or change in insurers. The insurance coverages identified below must be maintained throughout the life of this 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 in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of:

\$1,000,000.00

☒ **Automobile Liability Insurance** in at least an amount of: \$500,000.00

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of:

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of:

☐ **Cyber Liability Insurance** in an amount of: _____

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐

☐

☐

☐

☐

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. 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.

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. 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.

16. 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.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. 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.

19. 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.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. 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.

22. COMPLIANCE WITH LAWS: 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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>.

32. 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.

33. 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.

34. 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.

35. 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.

36. 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.

37. 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.

38. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5-22-1(i), the contracting public entity shall not award a contract for a construction project to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees. Accordingly, prior to contract award, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

39. 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.

40. 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.

41. 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.

42. 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.

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

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

44. 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.

45. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$100,000, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. "Interested parties" means: (1) A business entity performing work or service pursuant to, or in furtherance of, the applicable contract, including specifically sub-contractors; (2) the person(s) who have an ownership interest equal to or greater than 25% in the business entity performing work or service pursuant to, or in furtherance of, the applicable contract; and (3) the person or business entity, if any, that served as a compensated broker or intermediary to actively facilitate the applicable contract or negotiated the terms of the applicable contract with the state agency: Provided, That subdivision (2) shall be inapplicable if a business entity is a publicly traded company: Provided, however, That subdivision (3) shall not include persons or business entities performing legal services related to the negotiation or drafting of the applicable contract. The Agency shall submit a copy of the disclosure to the Ethics Commission within 15 days after receiving the supplemental disclosure of interested parties.

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. If an apparent low bidder fails to submit a license number in accordance with this section, the Purchasing Division will promptly request by telephone and electronic mail that the low bidder and the second low bidder provide the license number within one business day of the request. Failure of the bidder to provide the license number within one business day of receiving the request shall result in disqualification of the bid. Vendors should include a contractor's license number in the space provided below. *Attached.*

Contractor's Name: Pomeroy

Contractor's License No.: WV- 034855

The apparent successful Vendor must furnish a copy of its contractor's license prior to the issuance of a contract 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 an affidavit that the Vendor has a written plan for a drug-free workplace policy. If the affidavit is not submitted with the bid submission, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the affidavit within one business day of the request. Failure to submit the affidavit within one business day of receiving the request shall result in disqualification of the bid. To comply with this law, Vendor should complete the enclosed drug-free workplace affidavit and submit the same with its bid. Failure to submit the signed and notarized drugfree workplace affidavit or a similar affidavit that fully complies with the requirements of the applicable code, within one business day of being requested to do so 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. 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.

6. LOCAL LABOR MARKET HIRING REQUIREMENT: Pursuant to West Virginia Code §21-1C-1 et seq., Employers shall hire at least seventy-five percent of employees for public improvement construction projects from the local labor market, to be rounded off, with at least two employees from outside the local labor market permissible for each employer per project.

Any employer unable to employ the minimum number of employees from the local labor market shall inform the nearest office of the bureau of employment programs' division of employment services of the number of qualified employees needed and provide a job description of the positions to be filled.

If, within three business days following the placing of a job order, the division is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then the division shall issue a waiver to the employer stating the unavailability of applicant and shall permit the employer to fill any positions covered by the waiver from outside the local labor market. The waiver shall be either oral or in writing and shall be issued within the prescribed three days. A waiver certificate shall be sent to both the employer for its permanent project records and to the public authority.

Any employer who violates any provision of this article is subject to a civil penalty of one hundred dollars per day of violation. The West Virginia Division of Labor is responsible for establishing procedures for the collection of civil penalties.

The following terms used in this section have the meaning shown below.

(1) The term "construction project" means any construction, reconstruction, improvement, enlargement, painting, decorating or repair of any public improvement let to contract in an amount equal to or greater than \$500,000. The term "construction project" does not include temporary or emergency repairs;

(2) The term "employee" means any person hired or permitted to perform hourly work for wages by a person, firm or corporation in the construction industry; The term "employee" does not include:(i) Bona fide employees of a public authority or individuals engaged in making temporary or emergency repairs;(ii) Bona fide independent contractors; or(iii) Salaried supervisory personnel necessary to assure efficient execution of the employee's work;

(3) The term "employer" means any person, firm or corporation employing one or more employees on any public improvement and includes all contractors and subcontractors;

(4) The term "local labor market" means every county in West Virginia and any county outside of West Virginia if any portion of that county is within fifty miles of the border of West Virginia;

(5) The term "public improvement" includes the construction of all buildings, roads, highways, bridges, streets, alleys, sewers, ditches, sewage disposal plants, waterworks, airports and all other structures that may be let to contract by a public authority, excluding improvements funded, in whole or in part, by federal funds.

7. DAVIS-BACON AND RELATED ACT WAGE RATES:

- ☐ The work performed under this contract is federally funded in whole, or in part. Pursuant to _____, Vendors are required to pay applicable Davis-Bacon wage rates.
- ☒ The work performed under this contract is not subject to Davis-Bacon wage rates.

8. SUBCONTRACTOR LIST SUBMISSION: In accordance with W. Va. Code § 5-22-1, the apparent low bidder on a contract valued at more than \$250,000.00 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure 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 section does not apply to any other construction projects, such as highway, mine reclamation, water or sewer projects.) The subcontractor list shall be provided to the Purchasing Division within one business day of the opening of bids for review. If the apparent low bidder fails to submit the subcontractor list, the Purchasing Division shall promptly request by telephone and electronic mail that the low bidder and second low bidder provide the subcontractor list within one business day of the request. Failure to submit the subcontractor list within one business day of receiving the request shall result in disqualification of the bid.

If no subcontractors who will perform more than \$25,000.00 of work are to be used to complete the project, the apparent low bidder must make this clear on the subcontractor list, in the bid itself, or in response to the Purchasing Division's request for the subcontractor list.

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

- i. Bidder's name
- ii. Name of each subcontractor performing more than \$25,000 of work on the project.
- iii. The license number of each subcontractor, as required by W. Va. Code § 21-11-1 et. seq.
- iv. If applicable, a notation that no subcontractor will be used to perform more than \$25,000.00 of work. (This item iv. is not required if the vendor makes this clear in the bid itself or in documentation following the request for the subcontractor list.)

b. Subcontractor List Submission Form: The subcontractor list may be submitted in any form, including the attached form, as long as the required information noted above is included. If any information is missing from the bidder's subcontractor list submission, it may be obtained from other documents such as bids, emails, letters, etc. that accompany the subcontractor list submission.

Required
information
provided on
Subcontractor
List

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 bid fails, is unable, or refuses to perform his subcontract.

Subcontractor List Submission (Construction Contracts Only)

Bidder's Name: Pomeroy

☐ Check this box if no subcontractors will perform more than \$25,000.00 of work to complete the project.

[illegible]

Attach additional pages if necessary

Summer Bailey

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

DUPLICATE

Number: WV034855

Classification:

LOW VOLTAGE SYSTEMS
COMMUNICATION & SOUND

POMEROY IT SOLUTIONS SALES COM INC
DBA POMEROY IT SOLUTIONS SALES COM INC
500 WESTMORELAND OFFICE PARK
DUNBAR, WV 25064


Date Issued

JUNE 07, 2017

Expiration Date

JUNE 07, 2018


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

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

CONTRACTOR LICENSE

Authorized by the
West Virginia Contractor Licensing Board

Number: WV035421

Classification:
ELECTRICAL

TREN SERVICES INC
DBA TREN SERVICES INC
P O BOX 117
HARTS, WV 25524

Date Issued

MAY 05, 2017

Expiration Date

MAY 05, 2018

Ronnie Lilemeyer
Authorized Company Signature

Gene Chayin
Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

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CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV039098

Classification:
COMMUNICATION & SOUND

HORIZON INFORMATION SERVICES INC
DBA HORIZON INFORMATION SERVICES INC
1659 EAST SUTTER ROAD
GLENSHAW, PA 15116

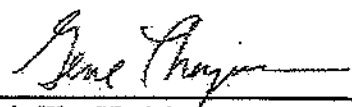
Date Issued

Expiration Date

SEPTEMBER 22, 2017

SEPTEMBER 22, 2018

Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

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

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Summer Bailey, Technology Solutions Executive

(Name, Title)

Summer Bailey, Technology Solutions Executive

(Printed Name and Title)

Pomeroy - 500 Westmoreland Office Park - Dunbar, WV 25064

(Address)

304-553-7526 / 1-866-301-1761

(Phone Number) / (Fax Number)

summer.bailey@pomeroy.com

(email address)

CERTIFICATION AND SIGNATURE: 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.

Pomeroy

(Company)

Summer Bailey, Technology Solutions Executive

(Authorized Signature) (Representative Name, Title)

Summer Bailey, TSE

Summer Bailey, Technology Solutions Executive

(Printed Name and Title of Authorized Representative)

10/10/2017

(Date)

304-553-7526 / 1-866-301-1761

(Phone Number) (Fax Number)

CRFQ 0803 DOT1800000016
REQUEST FOR QUOTATION
STRUCTURED CABLING FOR DISTRICT THREE

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Transportation (WVDOT), the West Virginia Division of Highways (WVDOH), District Three (D-3), to establish a contract for the following:

The installation of structured cabling pathways and spaces systems. The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans (Exhibit_B).

This work will be performed in WVDOH District 3 which is made up of Calhoun, Jackson, Pleasants, Ritchie, Roane, Wirt, and Wood Counties. It will include the Dist. HQ Complex, all County HQ facilities, and all Substations.

- 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 and in the Project Plans as defined below.

2.1 “Construction Services” means installation, testing, and acceptance of a structured infrastructure cable telecommunications distribution system as more fully described in the Project Plans.

2.2 “Pricing Page” means the pages contained in wvOASIS, attached hereto as **Exhibit A**, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.

2.3 “Solicitation” means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.

2.4 “Project Plans” means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as **Exhibit B**, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in **Exhibit B**, Vendors can obtain copies in accordance with Section 9 of these Specifications. Additional information regarding the locations and materials refer to **Exhibit C and Exhibit D**.

2.5 ABBREVIATIONS AND ACRONYMS

ADMIN	Administration
ANSI	American National Standards Institute
ASAP	As Soon As Possible

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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

2.6 “BICSI - RCDD” “or Equal” The RCDD credential demonstrates through certification the ability to integrate and implement Information and Communications Technology (ICT) and related infrastructure components across multiple disciplines and applications.

2.7 “RCDD-Outside Plant (OSP)” “or Equal” The OSP credential demonstrates knowledge through certification in Outside Plant (OSP) technology and the ability to implement aerial, underground and direct-buried infrastructures.

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3. **ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Project Plans.
4. **QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:
 - 4.1. **Experience:** Vendor, or Vendor's supervisory staff assigned to this project, must have successfully completed at least eight (8) projects that involved work similar to that described in these specifications or the Project Plans. Compliance with this experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request, through knowledge or documentation of the Vendor's past projects, through confirmation of experience requirements from the architect assisting the State in this project, or some other method that the State determines to be acceptable. Vendor must provide any documentation requested by the State to assist in confirmation of compliance with this provision. References, documentation, or other information to confirm compliance with this experience requirement may be requested after bid opening and prior to contract award.
 - 4.2. The Vendor must have a BICSI RCDD "or Equal" with OSP (Outside Plant) "or Equal" designation on staff that will be ultimately responsible for this project. The RCDD "or Equal" should have experience in the implementation and installation of structured cabling telecommunications distribution systems the size and scope as the one specified in this project. Should the RCDD "or Equal" assigned to this project change during the installation, the new RCDD "or Equal" assigned must meet all requirements of the RFQ.
Kent Reed, RCDD
 - 4.3. The installation work portion of the project must be performed by industry registered or certified installers and technicians.
 - 4.3.1. 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 certifications attached. 6 more completing 10/12/2017.
 - 4.4. 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.
5. **CONTRACT AWARD:** The Contract is intended to provide Agency with a purchase price for the Construction Services. The Contract will be awarded to the lowest qualified responsible bidder meeting the required specifications with the lowest lump sum bid. If the Pricing Pages contain alternates/add-ons, the Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected.

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6. **SELECTION OF ALTERNATES:** If the Pricing Pages contain alternates/add-ons, the alternates/add-ons will be selected as follows. The alternate/add-on will be selected in the order of priority listed on the Pricing Pages. The first alternate/add-on must be selected before the second alternate/add-on can be selected and so on.
7. **PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Project Plans.
8. **SUBSTITUTIONS:** Any substitution / “or Equal” requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.
9. **PROJECT PLANS:** The checked box will apply to Project Plans for this solicitation.

X No Additional Project Plan Documents: There are no additional Project Plans other than those attached hereto as **Exhibit B** or any subsequent addenda modifying **Exhibit B**.

10. CONDITIONS OF THE WORK

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

10.2. Existing Conditions: If discrepancies are discovered between the existing conditions and those noted in the specifications, Vendor must immediately notify the Agency's representative. Vendor must also immediately notify the Agency if suspected hazardous materials are encountered.

10.3. Standard Work Hours: The standard hours of work for this Contract will be 7:00AM to 5:00PM Monday through Friday excluding holidays recognized by the State of West Virginia. Any work outside of the standard hours of work must be approved in advance at the Agency's sole discretion. Authorization of work outside of the standard hours of work will not entitle Vendor to additional compensation.

10.4. Project Closeout: Project Closeout shall include the following:

10.4.1. Final Cleanup: Vendor shall perform the final cleanup activities listed below, along with any other final cleanup activities normally associated with the work performed under this Contract, prior to final inspection:

10.4.1.1. Prior to final acceptance, the contractor is to submit to the WVDOT marked up drawings (As-Built) reflecting the work as constructed.

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The drawings shall be digitally submitted on a CDROM in both AutoCAD and PDF format.

10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to identify deficiencies that need to be remedied prior to Agency's final acceptance of the work. Vendor shall at all times be obligated to perform in accordance with the Contract and must take all actions necessary to ensure that work complies with requirements of Contract prior to final acceptance. Final acceptance does not waive or release Vendor from its obligation to ensure that work complies with the Contract requirements. Vendor shall submit any warranty documents to the Agency project manager at final inspection.

11. 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:

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

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

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

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

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

12. MISCELLANEOUS:

12.1. 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: Summer Bailey, Technology Solutions Executive

Telephone Number: 304-553-7526 or 304-541-4288

Fax Number: 1-866-301-1761

Email Address: summer.bailey@pomeroy.com

EXHIBIT B – PROJECT PLANS

1. General Requirements and Installation Guidelines

1.1. Requirements and install guidelines for all specified and “or equal” submittals:

- 1.1.1.** Vendor shall provide all labor, materials, and equipment for the complete installation of work called for in the Contract Documents.
- 1.1.2.** This section includes the minimum requirements for Horizontal and Backbone cable terminations installed in communications equipment rooms (Telecommunications Rooms, Equipment Rooms, or “Telecommunications Closets”).
- 1.1.3.** Included in this section are the minimum composition requirements and installation methods for the termination blocks and patch panels.
- 1.1.4.** All cable and equipment shall be installed in a neat and workmanlike manner. All methods of construction that are not specifically described or indicated in the contract documents shall be subject to the control and approval of the WV DOT or WV DOT Representative. Equipment and materials shall be of the quality and manufacture indicated. The equipment specified is based upon the acceptable manufacturers listed. Where “or equal” is stated, equipment shall be equivalent in every way to that of the equipment specified and subject to approval.
- 1.1.5.** Adhere to all Electronic Industries Alliance (EIA), Telecommunications Industry Association (TIA) and Building Industry Consulting Service International (BICSI) recommended installation practices when installing communications/data cabling.
- 1.1.6.** Material and work specified herein shall comply with the applicable requirements of the current adopted revision of the following:
 - 1.1.6.1.** ANSI/TIA – 568 Series Commercial Building Telecom Cabling Standard,
 - 1.1.6.2.** TIA – 569 Commercial Building Standard for Telecom Pathways and Spaces,
 - 1.1.6.3.** ANSI/TIA – 606 Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
 - 1.1.6.4.** ANSI-J-STD – 607 Joint Standard for Commercial Building Grounding and Bonding Requirements for Telecommunications
 - 1.1.6.5.** NFPA 70 – National Electric Code
 - 1.1.6.6.** ISO/IEC 11801 - Generic cabling for customer premises
 - 1.1.6.7.** BICSI – Telecommunications Distribution Methods Manual
 - 1.1.6.8.** ANSI/TIA – 568 Series Commercial Building Telecommunications Cabling Standard, TIA – 569 Commercial Building Standard for Telecommunications Pathways and Spaces
 - 1.1.6.9.** ANSI/TIA – 606 Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
 - 1.1.6.10.** ANSI-J-STD – 607 Joint Standard for Commercial Building Grounding and Bonding Requirements for Telecommunications
 - 1.1.6.11.** NFPA 70 – National Electric Code
 - 1.1.6.12.** ISO/IEC 11801 - Generic cabling for customer premises
 - 1.1.6.13.** BICSI – Telecommunications Distribution Methods Manual

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1.1.7. Product data for all “or equal” submittals:

- 1.1.7.1. Vendors shall provide, for approval, manufacturers name, part number, cut sheets, and specifications, for all alternate products to be bid on this RFQ. This documentation must be submitted before or on the **VENDOR QUESTION DEADLINE** as specified in Section 4 of the RFQ **INSTRUCTIONS TO VENDORS SUBMITTING BIDS** document.

1.2. Category 6/Class E Patch Panels

- 1.2.1. Patch panel shall be constructed of high strength steel and designed for wall or 19-inch rack mounting
- 1.2.2. Panels shall be available in 24-port and 48-port configurations, with height of 1 Rack Unit (RU) of 44.5 millimeters (1.75 inches) for each group of 24 ports.
- 1.2.3. Removable rear mounted cable management bar and front and rear identification labels.
- 1.2.4. Comply with the standards for Category 6/Class E patch panels listed in the TIA/EIA-568 Series Standards and ISO/IEC 11801.
- 1.2.5. All Patch Panels shall be installed in the racks installed in the telecommunications space.
- 1.2.6. Each patch panel shall be attached to the rack using the four (4) rack screws supplied with the panel.
- 1.2.7. All Patch Panels shall be installed level and plum within the racks.
- 1.2.8. CommScope Uniprise Patch Panels “or Equal”
- 1.2.8.1. Uniprise Universal Cat6 Panel 1U 24 Port “or Equal”
760180042|UNP-U-610-1U-24 “or Equal”
- 1.2.8.1.1. Electrical Specifications
- 1.2.8.1.1.1. ANSI/TIA Category 6
- 1.2.8.1.1.2. Current Rating 1.5 A @ 20 °C | 1.5 A @ 68 °F
- 1.2.8.1.1.3. Dielectric Withstand Voltage, RMS, conductive surface 1500 Vac @ 60 Hz
- 1.2.8.1.1.4. Dielectric Withstand Voltage, RMS, contact-to-contact 1000 Vac @ 60 Hz
- 1.2.8.1.1.5. Insulation Resistance, minimum 500 MOhm
- 1.2.8.1.2. Environmental Specifications
- 1.2.8.1.2.1. Flammability Rating UL 94 V-0
- 1.2.8.1.2.2. Relative Humidity Up to 95%, non-condensing
- 1.2.8.1.3. General Specifications
- 1.2.8.1.3.1. Total Ports, quantity 24
- 1.2.8.1.3.2. Cable Type U/UTP (unshielded)
- 1.2.8.1.3.3. Rack Type EIA 19 in
- 1.2.8.1.4. Mechanical Specifications
- 1.2.8.1.4.1. Conductor Gauge, solid 22 AWG | 24 AWG
- 1.2.8.1.4.2. Conductor Gauge, stranded 22 AWG | 24 AW
- 1.2.8.1.4.3. Outlet/Module Contact Plating Precious metals
- 1.2.8.1.4.4. Plug Insertion Life, minimum 750 times
- 1.2.8.1.4.5. Plug Insertion Life, test plug IEC 60603-7 compliant plug
- 1.2.8.1.4.6. Plug Retention Force, minimum 30 lbf | 133 N

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- 1.2.8.1.4.7. Rear Termination Contact Plating Nickel
- 1.2.8.1.4.8. Rear Termination Type IDC
- 1.2.8.1.4.9. Wiring T568A | T568B
- 1.2.8.2. Uniprise Universal Cat6 Panel 2U 48 Port **“or Equal”**
760180059|UNP-U-610-2U-48 **“or Equal”**
 - 1.2.8.2.1. Electrical Specifications
 - 1.2.8.2.1.1. ANSI/TIA Category 6
 - 1.2.8.2.1.2. Current Rating 1.5 A @ 20 ° C | 1.5 A @ 68 ° F
 - 1.2.8.2.1.3. Dielectric Withstand Voltage, RMS, conductive surface 1500 Vac @ 60 Hz
 - 1.2.8.2.1.4. Dielectric Withstand Voltage, RMS, contact-to-contact 1000 Vac @ 60 Hz
 - 1.2.8.2.1.5. Insulation Resistance, minimum 500 MOhm
 - 1.2.8.2.2. Environmental Specifications
 - 1.2.8.2.2.1. Flammability Rating UL 94 V-0
 - 1.2.8.2.2.2. Relative Humidity Up to 95%, non-condensing
 - 1.2.8.2.3. General Specifications
 - 1.2.8.2.3.1. Total Ports, quantity 24
 - 1.2.8.2.3.2. Cable Type U/UTP (unshielded)
 - 1.2.8.2.4. Mechanical Specifications
 - 1.2.8.2.4.1. Conductor Gauge, solid 22 AWG | 24 AWG
 - 1.2.8.2.4.2. Conductor Gauge, stranded 22 AWG | 24 AW
 - 1.2.8.2.4.3. Outlet/Module Contact Plating Precious metals
 - 1.2.8.2.4.4. Plug Insertion Life, minimum 750 times
 - 1.2.8.2.4.5. Plug Insertion Life, test plug IEC 60603-7 compliant plug
 - 1.2.8.2.4.6. Plug Retention Force, minimum 30 lbf | 133 N
 - 1.2.8.2.4.7. Rear Termination Contact Plating Nickel
 - 1.2.8.2.4.8. Rear Termination Type IDC
 - 1.2.8.2.4.9. Wiring T568A | T568B

1.3. Copper Horizontal Cabling

1.3.1. Work Includes

- 1.3.1.1. Horizontal (to desktop) cable shall consist of Category 6 (CAT 6) copper cable for all Data and Voice applications.
- 1.3.1.2. Horizontal cabling to typical work area outlets (including offices, cubicles, and conference rooms) shall consist of two Category 6 cables serving each outlet.
- 1.3.1.3. Outlets for wall-mounted or other “telephone only” installations shall consist of one Category 6 cable as a minimum.
- 1.3.1.4. Outlets for wireless access points (APs) shall consist of one Category 6 cable at a minimum.

1.3.2. Cable Construction (by Type):

- 1.3.2.2. Listed CMR cable: Solid copper conductors with high-density polyolefin insulation and an overall low smoke polyvinyl chloride (PVC) jacket to achieve a riser (i.e., non-plenum) rating by applicable NEC requirements.

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- 1.3.2.3. Listed CMP cable: Solid copper conductors with fluorinated ethylene propylene (FEP) insulation and an overall low smoke PVC jacket to achieve plenum rating by applicable NEC requirements.
- 1.3.2.4. OSP outdoor cable rated for wet locations: Solid copper conductors with polyethylene insulation, polyolefin fluted center member with flooding compound, and black polyethylene jacket
- 1.3.2.5. Comply with following general physical specifications:
 - 1.3.2.5.1. Maximum pulling tension: 110 Newton's (25 pound-force)
- 1.3.2.6. Coordination
 - 1.3.2.6.1. Coordinate layout and installation of cable tray with other trades.
- 1.3.3. CommScope Uniprise Data Communications Horizontal Cabling
(Category 6/ClassE) **“or Equal”**
 - 1.3.3.1. Media 6@ 65N4+ Cat 6 U/UTP Cable, non-plenum **“or Equal”**
 - 1.3.3.2. Media 6@ 6504+ Cat 6 U/UTP Cable, plenum **“or Equal”**
 - 1.3.3.3. Media 6@ 6NF4+ Cat 6 U/UTP filled Cable, outdoor direct burial **“or Equal”**
 - 1.3.3.3.1. Cable shall be listed for the environment where it will be installed (Plenum, Outdoor, or Riser).
 - 1.3.3.3.2. Category 6 horizontal cabling shall provide the following margin to the specification when installed in a 4 connector Channel:

Electrical Parameter (1-250MHZ)	Guaranteed Margins to Category 6 Class E Channel Specifications
Insertion loss	5%
NEXT	6 dB
PSNEXT	7.5 dB
ELFEXT	6 dB
PSELFEXT	8 dB
Return Loss	4 dB

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

Guaranteed Channel Performance Specifications for 4-Connection U/UTP Systems										
Freq (MHz)	Insertion Loss (dB)	NEXT (dB)	ACR (dB)	PSNEXT (dB)	PSACR (dB)	ELFEXT (dB)	PSELFEXT (dB)	Return Loss (dB)	Delay (ns)	Delay Skew (ns)
1.0	2.0	71.0	69.0	69.5	67.5	69.3	68.3	23.0	580	30
4.0	3.8	69.0	65.2	68.0	64.2	57.2	56.2	23.0	562	30
8.0	5.4	64.2	58.8	63.1	57.7	51.2	50.2	23.0	557	30
16.0	7.6	59.2	51.6	58.1	50.4	45.2	44.2	22.0	553	30
31.25	10.8	54.4	43.6	53.2	42.4	39.4	38.4	20.5	550	30
62.5	15.6	49.4	33.7	48.1	32.4	33.3	32.3	18.0	549	30
100.0	20.2	45.9	25.7	44.6	24.3	29.3	28.3	16.0	548	30
200.0	30.0	40.8	10.8	39.4	9.4	23.2	22.2	13.0	547	30
250.0	34.1	39.1	5.0	37.7	3.5	21.3	20.3	12.0	546	30

- A. The table provides reference values only. All parameters comply with the governing equations over the entire frequency range.
- B. All values and equations apply to worst-case channels utilizing four-pair cables with full cross-connects, consolidation points and work area outlets (4 connectors in a channel) for any channel lengths up to 100 meters.

1.3.3.3.4. Category 6 horizontal cabling shall provide the following Margin to the specification when installed in a 6 connector Channel

Electrical Parameter (1-250MHZ)	Guaranteed Margins to Category 6 Class E Channel Specifications
Insertion loss	4%
NEXT	4 dB
PSNEXT	5.5 dB
ELFEXT	4 dB
PSELFEXT	6 dB
Return Loss	2 dB

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1.3.3.3.5. Category 6 horizontal cabling shall provide the following Margin to the specification when installed in a 6 connector Channel.

Guaranteed Channel Performance Specifications for 6-Connection U/UTP Systems										
Freq (MHz)	Insertion Loss (dB)	NEXT (dB)	ACR (dB)	PSNEXT (dB)	PSACR (dB)	ELFEXT (dB)	PSELFEXT (dB)	Return Loss (dB)	Delay (ns)	Delay Skew (ns)
1.0	2.1	69.0	66.9	67.5	65.4	67.3	66.3	21.0	580	30
4.0	3.9	67.0	63.2	66.0	62.1	55.2	54.2	21.0	562	30
8.0	5.4	62.2	56.7	61.1	55.7	49.2	48.2	21.0	557	30
16.0	7.7	57.2	49.5	56.1	48.4	43.2	42.2	20.0	553	30
31.25	10.9	52.4	41.5	51.2	40.3	37.4	36.4	18.5	550	30
62.5	15.8	47.4	31.6	46.1	30.3	31.3	30.3	16.0	549	30
100.0	20.4	43.9	23.5	42.6	22.1	27.3	26.3	14.0	548	30
200.0	30.3	38.8	8.5	37.4	7.1	21.2	20.2	11.0	547	30
250.0	34.5	37.1	2.6	35.7	1.2	19.3	18.3	10.0	546	30

- A. The table provides reference values only. All parameters comply with the governing equations over the entire frequency range.
- B. All values and equations apply to worst-case channels utilizing four-pair 71E series cables with up to 6 embedded connections in a channel for any channel lengths up to 100 meters.

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1.4. Copper Jack/Information Outlets and Connectors

1.4.1. Scope of Work

- 1.4.1.1. This section includes the minimum requirements for jack/information outlets and connectors.
- 1.4.1.2. The channel performance for the installation shall meet or exceed the requirements of ANSI/TIA-568 and ISO/IEC 11801 for the specified Category.
- 1.4.1.3. The jack/information outlets shall match the category of the cabling
- 1.4.1.4. All jacks/information outlets shall meet UL 94 V-O

1.4.2. General

- 1.4.2.1. All products will be compliant to RoHS 2002/95/EC
- 1.4.2.2. All products will be designed, manufactured, and/or distributed under this quality management system: ISO 9001:2008
- 1.4.2.3. Telecommunications jacks shall be 8-position/8-conductor modular outlets accepting industry standard modular RJ45 type plugs and insulation displacement conductor (IDC) terminations.
- 1.4.2.4. The Universal design shall support T568A and T568B wiring and shall have universal wiring labels, including color-coded insert identification labels to ensure accurate identification.
- 1.4.2.5. Provide crosstalk cancellation with compensation and alien crosstalk mitigation using printed wiring board materials and compensation technology.
- 1.4.2.6. Jack shall be backward compatible with lower category cords and cables.
- 1.4.2.7. Installation without special faceplates at either 45- or a 90-degree angle in manufacturer's modular faceplates and frames, including those on surface-mounted boxes.

1.4.3. Uniprise UNJ600 Category 6 U/UTP Information Outlet, blue “or Equal”

1.4.3.1. Electrical Specifications

- 1.4.3.1.1. Contact Resistance Variation, maximum: 20 mOhm
- 1.4.3.1.2. Contact Resistance, maximum: 100 mOhm
- 1.4.3.1.3. Current Rating: 1.5 A @ 20 °C, 1.5 A @ 68 °F
- 1.4.3.1.4. Dielectric Withstand Voltage, RMS, conductive surface: 1500 Vac @ 60 Hz
- 1.4.3.1.5. Dielectric Withstand Voltage, RMS, contact-to-contact: 1000 Vac @ 60 Hz
- 1.4.3.1.6. Insulation Resistance, minimum: 500 MOhm

1.4.3.2. Environmental Specifications

- 1.4.3.2.1. Flammability Rating: UL 94 V-0
- 1.4.3.2.2. Relative Humidity: Up to 95%, non-condensing
- 1.4.3.2.3. Safety Standard: cUL, UL

1.4.3.3. Mechanical Specifications

- 1.4.3.3.1. Conductor Type: Solid, Stranded (7 strands)
- 1.4.3.3.2. Material Type: Copper alloy, High-impact, flame retardant, thermoplastic
- 1.4.3.3.3. Outlet/Module Contact Plating: Precious metals
- 1.4.3.3.4. Plug Insertion Life, minimum: 750 times

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- 1.4.3.3.5. Plug Insertion Life, test plug: IEC 60603-7 compliant plug
- 1.4.3.3.6. Plug Retention Force, minimum: 30 lbf, 133 N
- 1.4.3.3.7. Rear Termination Contact Plating: Precious metals
- 1.4.3.3.8. Rear Termination Type: IDC
- 1.4.3.3.9. Wiring: T568A or T568B
- 1.5. Copper Category 6 /Class E Patch Cords
 - 1.5.1. Work Includes
 - 1.5.1.1. Provide all labor, materials, and equipment for the installation of all copper patch cords into the approved patch panels called for in the Bid Documents.
 - 1.5.2. Scope of Work
 - 1.5.2.1. This section includes the minimum requirements for copper patch cords.
 - 1.5.2.2. All Patch/Equipment Cords shall be new.
 - 1.5.2.3. Patch/Equipment Cords shall be made by the same manufacturer as the Horizontal Cable used in the new installation.
 - 1.5.2.4. All Patch/Equipment Cords shall be factory manufactured and tested for compliance to the appropriate standards and performance.
 - 1.5.2.5. Patch/Equipment Cords shall be installed using proper cable management
 - 1.5.2.6. Minimum bend radius shall not be exceeded.
 - 1.5.3. General
 - 1.5.3.1. The Modular Patch Cords shall meet or exceed TIA ANSI/TIA-568-C.2 Category 6 and ISO/EIC Category 6/Class E specifications and shall be fully backward compatible with Category 5e and 5 connectors.
 - 1.5.4. Uniprise Category 6 U/UTP Patch Cord, Non-Plenum, Blue **“or Equal”**
 - 1.5.4.1. Electrical Specifications
 - 1.5.4.1.1. ANSI/TIA Category 6
 - 1.5.4.1.2. dc Resistance, maximum 0.30 ohm
 - 1.5.4.1.3. Safety Voltage Rating 300 V
 - 1.5.4.2. Environmental Specifications
 - 1.5.4.2.1. Environmental Space Non-plenum
 - 1.5.4.2.2. Flammability Rating UL 94 V-0
 - 1.5.4.2.3. Safety Standard cETL | ETL
 - 1.5.4.3. Mechanical Specifications
 - 1.5.4.3.1. Conductor Type Stranded
 - 1.5.4.3.2. Material Type Copper alloy | Polycarbonate
 - 1.5.4.3.3. Outlet/Module Contact Plating Precious metals
 - 1.5.4.3.4. Plug Insertion Life, minimum 750 times
 - 1.5.4.3.5. Plug Retention Force, minimum 133 N | 30 lbf
 - 1.5.4.3.6. Wiring T568B
 - 1.5.5. Uniprise Category 6 U/UTP Patch Cord, 4-pair, Plenum, Blue **“or Equal”**
 - 1.5.5.1. Electrical Specifications
 - 1.5.5.1.1. ANSI/TIA Category 6
 - 1.5.5.1.2. dc Resistance, maximum 0.30 ohm
 - 1.5.5.1.3. Safety Voltage Rating 300 V
 - 1.5.5.2. Environmental Specifications
 - 1.5.5.2.1. Environmental Space Plenum

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- 1.5.5.2.2. Flammability Rating UL 94 V-0
- 1.5.5.2.3. Safety Standard cETL | ETL
- 1.5.5.3. Mechanical Specifications
 - 1.5.5.3.1. Conductor Type Solid
 - 1.5.5.3.2. Material Type Copper alloy | Polycarbonate
 - 1.5.5.3.3. Precious metals
 - 1.5.5.3.4. Plug Insertion Life, minimum 750 times
 - 1.5.5.3.5. Plug Retention Force, minimum 133 N | 30 lbf
 - 1.5.5.3.6. Wiring T568B
- 1.6. Single-Mode Optical Fiber Backbone**
 - 1.6.1. Work Includes**
 - 1.6.1.1. Provide all labor, materials, and equipment for the complete installation of all Optical Fiber Backbone Cables called for in the Contract Documents.
 - 1.6.1.2. Included in this section are the minimum composition requirements and installation methods for the following:
 - 1.6.1.3. Intra Building Backbone (Inside buildings (ISP))
 - 1.6.1.4. Inter Building Backbone (Between buildings (OSP))
 - 1.6.2. General Specifications**
 - 1.6.2.1. Cables shall be designed for Point to Point applications and shall provide a high level of protection for optical fiber installed in building applications.
 - 1.6.2.2. Higher optical fiber count cables shall utilize a sub-unitized design with color-coded subunits for easy identification.
 - 1.6.3. Cable Performance Standards**
 - 1.6.3.1. Cables shall comply with the applicable standards per cable type:
 - 1.6.3.2. Bellcore, fiber distributed data interface (FDDI), and EIA standards
 - 1.6.3.3. ANSI/ICEA S-87-640, Standard for Optical Fiber Outside Plant Communications Cable
 - 1.6.3.4. Telcordia, GR-20-CORE, Generic Requirements for Optical Fiber and Optical Fiber Cable
 - 1.6.3.5. Telcordia, GR-409-CORE, Generic Requirements for Indoor Fiber Optic Cables
 - 1.6.3.6. Telcordia requirements for superior armored cable
 - 1.6.3.7. TIA/EIA-568-C .1
 - 1.6.3.8. TIA/EIA-568-C.3
 - 1.6.3.9. ISO/IEC 11801
 - 1.6.3.10. CENELEC EN-50173
 - 1.6.3.11. EN 187105

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1.6.4. OS2 Single-mode 8.3 Micrometer Fiber

- 1.6.4.1. OS2 Single-mode Fiber SCS shall comply with the following standards
- 1.6.4.1.1. ISO/IEC 11801:2010
 - 1.6.4.1.2. EN 50173-1:2011
 - 1.6.4.1.3. EN 50173-2:2010
 - 1.6.4.1.4. ANSI/TIA-568-C
 - 1.6.4.1.5. IEC 60603-7-4
 - 1.6.4.1.6. IEEE 802.3 applications as outlined in section (iii)
- 1.6.4.2. OS2 optical fiber glass shall be manufactured from ultra-pure synthetic silica glass. Single-mode fibers manufactured from natural quartz will not be accepted.
- 1.6.4.3. OS2 Single-mode fiber shall be capable of supporting, at minimum, the following IEEE Ethernet applications:

100M	100BASE-LX10
1G	1000BASE-LH
	1000BASE-BX10
	1000BASE-LX10
	1000BASE-PX10-D
	1000BASE-PX10-U
	1000BASE-PX20-D
	1000BASE-ZX
10G	10GBASE-LR
	10BASE-LX4
	10GBASE-ER
40G	40GBASE-LR4
100G	100GBASE-LR4

- 1.6.4.4. OS2 single-mode Fiber SCS shall be capable of supporting the following Fiber Channel Applications Standards, per Technical Committee 11 of INCITS:

1GFC
2GFC
4GFC
8GFC
10GFC
16GFC

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1.6.4.5. OS2 single-mode fibers shall fully meet or exceed the specifications in:

- 1.6.4.5.1. EN 50173-1:2011
- 1.6.4.5.2. ISO/IEC 11801:2010
- 1.6.4.5.3. IEC/EN 60793-2-50 (b1.3 fiber)
- 1.6.4.5.4. ANSI/TIA-492CAAB
- 1.6.4.5.5. ITU-T G.652.D

1.6.4.6. OS2 single-mode fiber physical specifications:

Physical Characteristics	
Cladding Diameter	125.0 ± 0.7 µm
Core/Clad Offset	≤ 0.5 µm
Coating Diameter (Uncolored)	245.0 ± 10 µm
Coating Diameter (Colored)	254.0 ± 7 µm
Coating/Cladding Concentricity Error, Max.	12 µm
Clad Non-Circularity	≤ 1.0 %

1.6.4.7. OS2 single-mode fiber mechanical specifications:

Mechanical Characteristics	
Proof Test	100 kpsi (0.69 Gpa)
Coating Strip Force	0.3 – 2.0 lbf (1.3 – 8.9 N)
Fiber Curl	≥ 4 m
Dynamic fatigue Parameter (nd)	≥ 18
Macrobending, Max. (100 turns)	0.05 dB (1,310/1550 nm @50mm) 0.05 dB (1,625 nm @ 60 mm)
Macrobending, Max. (1 turn @32 mm mandrel)	0.05 @1,550 nm

1.6.4.8. Optical Characteristics, Wavelength specific:

Optical Characteristics, Wavelength Specific			
	1310 nm	1385 nm	1550 nm
Max Attenuation Loose-Tube Cable	0.34 dB/km	0.31 dB/km	0.22 dB/km
Max Attenuation Tight-Buffer Cable	0.50 dB/km	0.50 dB/km	0.50 dB/km
Mode Field Diameter	9.2 ± 0.3 µm	9.6 ± 0.6 µm	10.4 ± 0.5 µm
Group Refractive Index	1.467	1.468	1.468
Dispersion, Max.	3.5 ps/(nm-km) from 1,285 to 1,330 nm		18 s/(nm-km)

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1.6.4.9. Optical specifications:

Optical Characteristics, General	
Points defects, Max.	0.10dB
Cut-Off Wavelength	≤ 1260
Zero Dispersion Wavelength	1,302 – 1,322 nm
Zero Dispersion Slope, max.	0.090 ps/[km-nm-nm]
Polarization Mode Dispersion Link Design Value	≤ 0.06 ps/sqrt (km)
Backscatter Coefficient	-79.6/-82.1 dB @ 1310/1550 nm
Index of Refraction	1.466/ 1.467 @ 1310/1550 nm

1.6.4.10. Environmental specifications

Environmental Characteristics	
Temperature Dependence -76°F to 185°F (-60°C to 85°C)	≤ 0.05 dB
Temperature humidity Cycling 14°F to 185°F (-10°C to 85°C) up to 95% RH	≤ 0.05 dB
Water Immersion, 73.4°F (23°C)	≤ 0.05 dB
Heat Aging, 185°F (85°C)	≤ 0.05 dB

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1.6.5. Inter and Intra Building Fiber Backbone

- 1.6.5.1. Indoor/Outdoor, Single Jacket All-Dielectric, Plenum Rated, Gel-Free, Stranded Loose-Tube Cable
- 1.6.5.2. Contractor shall comply applicable codes, standards and with all local codes and requirements. It is the responsibility of the contractor to identify and adhere to any unique codes or requirements governed by the region where the work is to be performed.
- 1.6.5.3. Provide all necessary products for installation of Fiber Backbone cablings to include cable attachments, etc.
- 1.6.5.4. Backbone cable shall be installed following industry standard practices.
- 1.6.5.5. Contractor shall not exceed the maximum pulling tension or the minimum bending radius for fiber cables per manufacturer's specifications.
- 1.6.5.6. All installations shall comply with:
 - 1.6.5.6.1. ANSI/TIA/EIA – 568 Series Commercial Building Telecommunications Cabling Standard,
 - 1.6.5.6.2. TIA – 569 Commercial Building Standard for Telecommunications Pathways and Spaces,
 - 1.6.5.6.3. ANSI/TIA/EIA – 606 Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
 - 1.6.5.6.4. ANSI-J-STD – 607 Joint Standard for Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications
 - 1.6.5.6.5. NFPA 70 – National Electric Code
 - 1.6.5.6.6. BICSI – Telecommunications Distribution Methods Manual

1.6.6. Backbone Cable Testing

- 1.6.6.1. Complete end-to-end test results for all Fiber Optic cables installed are required.
- 1.6.6.2. All fiber optic cable must be visually inspected and optically tested on the reel upon delivery to the installation site. Using an Optical Time Domain Reflectometer (OTDR), an access jumper with like fiber, a pigtail, and a mechanical splice, all fibers shall be tested for continuity and attenuation.
- 1.6.6.3. Testing for continuity and attenuation on the reel must confirm factory specifications to ensure that the fiber optic cable was not damaged during shipment. The test results must match the results of the factory-attached tag on the reel, or the fiber shall not be used. Reel data sheet must be provided showing test results.
- 1.6.6.4. End to end (bi-directional) test measurements shall be provided for single-mode fibers (2 wavelengths per test are required).
- 1.6.6.5. Testing shall be performed on 100% of the fibers in the completed end-to-end system. ANSI/TIA-568-A, Annex H, provides the technical criteria and formulae to be used in fiber optic testing. Additionally, all fiber optic cable links must pass all installation and performance tests mandated by the cable manufacturer.

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- 1.6.6.6. The WV DOT or WV DOT Representative is to be notified at least 24 hours prior to testing to allow observation at the WV DOT or WV DOT Representative's discretion. If the WV DOT or WV DOT Representative confirms his intention to observe, a reasonable starting time shall be agreed upon. Should the WV DOT or WV DOT Representative not be present at the scheduled commencement time, the Contractor may begin testing as scheduled.
- 1.6.6.7. Testing Format: Test Results must be submitted in two (2) formats. First, must be original file(s) down loaded from tester. Second, the file must be cohesively placed in Excel format.
- 1.6.6.8. All test results are to be recorded and submitted to the WV DOT or WV DOT Representative.
- 1.6.7. 360G2 Cartridge 12 LC TeraSPEED® Blue with Pigtails “or Equal”**
 - 1.6.7.1. Construction Materials
 - 1.6.7.1.1. Fiber Type TeraSPEED®, zero water peak singlemode fiber (G.652.D, G.657.A1 or G.652.D,
 - 1.6.7.1.2. G.657.A1 | OS2)
 - 1.6.7.1.3. Total Fibers, quantity 12
 - 1.6.7.2. Dimensions
 - 1.6.7.2.1. Depth 119.38 mm | 4.70 in
 - 1.6.7.2.2. Height 30.48 mm | 1.20 in
 - 1.6.7.2.3. Pigtail Length 1.5 m | 4.9 ft
 - 1.6.7.2.4. Width 91.44 mm | 3.60 in
 - 1.6.7.3. General Specifications
 - 1.6.7.3.1. Product Type Cartridge
 - 1.6.7.3.2. Interface, front LC
 - 1.6.7.3.3. Adapter Color Blue
 - 1.6.7.3.4. Intelligence Type iPatch® ready
 - 1.6.7.3.5. Interface Feature, front Standard
 - 1.6.7.3.6. Package Quantity 1
 - 1.6.7.3.7. Total Ports, quantity, front 12
 - 1.6.7.4. Optical Performance
 - 1.6.7.4.1. Insertion Loss Change, mating 0.30 dB
 - 1.6.7.4.2. Insertion Loss Change, temperature 0.30 dB
 - 1.6.7.4.3. Insertion Loss, typical 0.30 dB
 - 1.6.7.4.4. Return Loss, minimum 55.0 dB
 - 1.6.7.5. Regulatory Compliance/Certifications
 - 1.6.7.5.1. Agency Classification
 - 1.6.7.5.2. RoHS 2011/65/EU Compliant
 - 1.6.7.5.3. ISO 9001:2008 Designed, manufactured and/or distributed under this quality management system
- 1.6.8. RoloSplice Kit with 2 fusion splice trays “or Equal”**
 - 1.6.8.1. Fusion splice kit Application for G2 1U shelves and surface mount enclosures
 - Splice Trays Included Splice Trays, quantity 2 Splices, quantity 32

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- 1.6.9. SYSTIMAX 360G2 1U Sliding Modular Cassette Shelf “or Equal”**
 - 1.6.9.1. Dimensions
 - 1.6.9.2. Depth 457.20 mm | 18.00 in
 - 1.6.9.3. Height 44.45 mm | 1.75 in
 - 1.6.9.4. Width 482.60 mm | 19.00 in
 - 1.6.9.5. Accepts four G2 modular cassettes
 - 1.6.9.6. Accepts two RoloSplices with three trays each
- 1.6.10. TeraSPEED® LC to LC, Fiber Patch Cord, 1.6 mm Duplex “or Equal”**
 - 1.6.10.1. Cord Length, maximum 999 ft | 999 m
 - 1.6.10.2. Cord Length, minimum 2 ft | 1 m
 - 1.6.10.3. Diameter Over Jacket 1.60 mm | 0.06 in
 - 1.6.10.4. General Specifications
 - 1.6.10.4.1. Color, connector A Blue
 - 1.6.10.4.2. Color, connector B Blue
 - 1.6.10.4.3. Construction Type Duplex patch cord
 - 1.6.10.4.4. Interface, connector A LC
 - 1.6.10.4.5. Interface, connector B LC
 - 1.6.10.4.6. Interface Feature, connector A Standard
 - 1.6.10.4.7. Interface Feature, connector B Standard
- 1.7. Chatsworth CUBE-iT PLUS® Cabinet System “or Equal”**
 - 1.7.1. Height 36" (910 mm) 18U
 - 1.7.2. Width 24" (610 mm)
 - 1.7.3. Depth 30" (760 mm)
 - 1.7.4. Door Style: Plexiglass Door
 - 1.7.5. Equipment Load Rating: Up to 200 lb (90.7 kg)
 - 1.7.6. Quantity: EA
 - 1.7.7. Material: Steel
 - 1.7.8. UL: UL
 - 1.7.9. RoHS: Y
- 1.8. Chatsworth CUBE-iT PLUS® Fan Kits “or Equal”**
 - 1.8.1. Attaches over the vents in the side of the Cube-iT Plus Cabinet
 - 1.8.2. Draws air into the cabinet, pressurizing the cabinet and forcing warm air out of the side vents
 - 1.8.3. 115 VAC, 50/60 Hz, 37 dB Fan with 6'L (1.8 m) attached power cord and NEMA 5-15P plug
 - 1.8.4. 230 VAC, 50/60 Hz, 37dB Fan with 6'L (1.8 m) attached power cord and NEMA 6-15P plug
- 1.9. Chatsworth Velocity Standard Pack “or Equal”**
 - 1.9.1. Velocity® Standard Pack includes a 45U x 19" EIA Standard Rack, a double-sided Velocity vertical cable manager and concrete floor installation hardware.
 - 1.9.2. Numbered rack-mount spaces on Standard Rack are printed on the equipment mounting channels, providing the installer a way of positioning equipment in planned spaces.
 - 1.9.3. Includes bonded assembly and a built-in attachment point for a ground (earthing) connection on Standard Rack for attachment to the Telecommunications Ground.

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- 1.10. TrippLite -SUI000RTXL2UA SmartOnline 120V 1kVA 800W Double-Conversion UPS, 2U “or Equal”**
 - 1.10.1.** 1000VA / 1kVA / 800 watt on-line double-conversion 2U rack/tower UPS
 - 1.10.2.** 100/110/120V +/-2% output at 50/60Hz, high efficiency
 - 1.10.3.** Economy Mode Option
 - 1.10.4.** Expandable runtime, Hot-swap batteries;
 - 1.10.5.** 13.5 in / 34.3cm installed depth
 - 1.10.6.** USB, RS232 & EPO ports; slot for Network Management Card options
 - 1.10.7.** Front panel status LEDs with detailed load and battery metering
 - 1.10.8.** 2 independently switchable output load banks
 - 1.10.9.** NEMA 5-15P input; 5-15R outlets
- 1.11. TrippLite -SNMPWEBCARD “or Equal”**
 - 1.11.1.** Enables remote UPS management via SNMP, Web, SSH or telnet
 - 1.11.2.** Ability to send user-configurable alerts via SNMP, SMS or email
 - 1.11.3.** Ability to reboot unresponsive equipment without requiring a site visit
 - 1.11.4.** Ability to provide mass configuration and updating of multiple units
 - 1.11.5.** Store logs of power events, alerts and electrical data
- 1.12. TrippLite BP24V15RT2U External 24V 2U Rack/Tower Battery Pack “or Equal”**
 - 1.12.1.** Extends the runtime of expandable 24V DC Tripp Lite UPS Systems
 - 1.12.2.** Includes mounting accessories for 2U rackmount installation in 2 or 4 post racks
 - 1.12.3.** Includes tower support brackets
- 1.13. TrippLite EnviroSense Rack Environment Sensor, Temperature, Humidity “or Equal”**
 - 1.13.1.** Ability to provide remote temperature/humidity monitoring in network environments
- 1.14. TrippLite 2-9USTAND “or Equal”**
 - 1.14.1.** 2U to 9U Tower Stand Kit for select Rack-Mount UPS Systems
- 1.15. Geist RCURN082-101D15ST5-OD “or Equal”**
 - 1.15.1.** Switched, Outlet Level Monitoring, + Environmental Monitoring -- 15A, 120V
 - 1.15.2.** Horizontal, (8) NEMA 5-15R, 10 ft power cord with 5-15P, Input, per Circuit/Breaker
 - 1.15.3.** Outlet power monitoring with Outlet switching.
 - 1.15.4.** Environmental monitoring via optional remote sensors.
 - 1.15.5.** Ethernet connectivity.
 - 1.15.6.** Local LCD display.
- 1.16. Geist RTAFHD3-12 “or Equal”**
 - 1.16.1.** Remote Temperature, Airflow, Humidity, Dew Point) all-in-one sensor
 - 1.16.1.1. Specifications**
 - 1.16.1.1.1.** Normal operating range: 5 to 60 °C (41 to 140 °F), 20-80% RH
 - 1.16.1.1.2.** Maximum Operating Range: -40 to 85 °C (-40 to 185 °F), 0-100% RH
 - 1.16.1.1.3.** Accuracy: +/-0.5 °C (0.9 °F), +/-2% RH (over normal operating range)
 - 1.16.1.1.4.** +/-1 °C (1.8 °F) and +/-5% RH (outside of normal operating range)
 - 1.16.1.1.5.** Humidity: Normal operating range: 20% to 80% RH
 - 1.16.1.1.6.** Accuracy (normal range): +/- 2% RH at 25°C

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- 1.16.1.1.7. Extended range: 0% to 100% RH
- 1.16.1.1.8. Dew Point: -40 to 185 °F (-40 to 85 °C)
- 1.16.1.1.9. Air Flow: 0 to 100 (relative value)
- 1.17. HARGER GBII4420TMGBKT 1/4" X 4" X 20" TMGB KIT "or Equal"**
 - 1.17.1.** 1/4"x 4" x 20" ground bar kit
 - 1.17.2.** Kit Includes:
 - 1.17.3.** Insulators & shelter brackets.
 - 1.17.4.** BICSI pattern. 24 pair 5/16" & 6 pair 3/16" holes.
 - 1.17.5.** Includes antioxidant tube.
- 1.18. HARGER RGBHKIT14119.25 1/4" X 1" X 19" RACK MOUNT KIT "or Equal"**
 - 1.18.1.** 1/4" x 1" x 19-1/4" horizontal equipment rack ground bar.
 - 1.18.2.** Kit Includes:
 - 1.18.2.1. (1) 1/4" electrolytic tough pitch copper alloy 110 ground bar,
 - 1.18.2.2. (1) 3" bar splice plate with 2 slotted holes
 - 1.18.2.3. (2) 11/16WINS: white delrin insulator
 - 1.18.2.4. (2) SMS0126SHWZ
 - 1.18.2.5. 12-24 x 5/8" hex washer head screw
 - 1.18.2.6. (2) #12-24 x 3/4" copper flashed brass screw
 - 1.18.2.7. (2) #12 copper flat washer
 - 1.18.2.8. (8) #6-32 x 1/4" copper flashed brass screw
 - 1.18.2.9. (8) #6 ring terminal

2. Scope of Work Inter Building (CAN) Single-Mode Optical Fiber Backbone

- 2.1.** Vendor is responsible for all materials, measurements, and equipment for the complete installation of the Optical Fiber Backbone. Vendor must notify the WV DOT or WV DOT Representative if discrepancies are discovered between the existing conditions and those noted in the specifications,
- 2.2.** This Optical Fiber Backbone install requires but will not be limited to the following:
 - 2.2.1.** Internal pathways
 - 2.2.2.** Aerial span sections
 - 2.2.3.** Underground sections in conduit
 - 2.2.4.** External attachments and penetrations includes but will not be limited to the following:
 - 2.2.4.1.** Aerial and Underground to building attachments
 - 2.2.4.2.** Wooden attachments
 - 2.2.4.3.** Steel attachments
 - 2.2.4.4.** Masonry attachments
 - 2.2.4.5.** Utility pole
 - 2.2.4.6.** Aerial and Underground to building entrance penetrations
 - 2.2.4.7.** Wooden penetrations
 - 2.2.4.8.** Steel penetrations
 - 2.2.4.9.** Masonry penetrations
 - 2.2.4.10.** Utility pole

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2.3. District HQ Building to the Materials Lab

- 2.3.1. Install 1 (one) 12 (twelve) strand indoor / outdoor single mode fiber from the Main Telecom Room in the District 3 HQ Building to the Materials Lab Telecom Room.

2.4. Materials Lab to the Materials Office

- 2.4.1. Install 1 (one) 12 (twelve) strand indoor / outdoor single mode fiber from the Materials Lab Telecom Room to the Materials Office Telecom Room.

2.5. District HQ Building to the Equipment Office

- 2.5.1. Install 1 (one) 12 (twelve) strand indoor / outdoor single mode fiber from the Main Telecom Room in the District 3 HQ Building Equipment Office Telecom Room.

2.6. Equipment Office to the Nelson Building

- 2.6.1. Install 1 (one) 12 (twelve) strand indoor / outdoor single mode fiber from the Equipment Office Telecom Room to the Nelson Building.

2.7. District HQ Building the Equipment Shop

- 2.7.1. Install 1 (one) 12 (twelve) strand indoor / outdoor single mode fiber from the Main Telecom Room in the District 3 HQ Building to the Equipment Shop Telecom Room.

2.8. Equipment Shop to the Buildings and Grounds Building

- 2.8.1. Install 1 (one) 12 (twelve) strand indoor / outdoor single mode fiber from the Equipment Shop Telecom Room to the Building and Grounds Building Telecom Room.

2.9. Buildings and Grounds Building to the Construction Satellite Office

- 2.9.1. Install 1 (one) 12 (twelve) strand indoor / outdoor single mode fiber from the Building and Grounds Telecom Room to the Construction Satellite Office Telecom Room.

2.10. Construction Satellite Office to the Sign Shop

- 2.10.1. Install 1 (one) 12 (twelve) strand indoor / outdoor single mode fiber from the Construction Satellite Telecom Room to the Sign Shop Telecom Room

STATE OF WEST VIRGINIA
Purchasing Division
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL OTHER CONTRACTS: 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: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Pomeroy

Authorized Signature: Summer Bailey Date: 10/10/2017

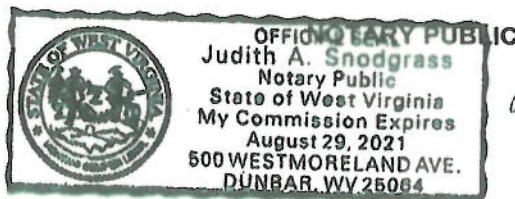
State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 10th day of October, 2017.

My Commission expires Aug 29, _____, 2021.

AFFIX SEAL HERE



Judith A. Snodgrass
Purchasing Affidavit (Revised 07/07/2017)

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: Pomeroy

Signed: Summer Bailey

Date: 10/10/2017

Title: Technology Solutions Executive

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Pomeroy IT Solutions Sales Company, Inc.
of 1020 Petersburg Road, Hebron, KY 41048, as Principal, and Fidelity & Deposit Company of
Maryland of 1299 Zurich Way, _____, a corporation organized and existing under the laws of the State of _____
Maryland with its principal office in the City of Schaumburg, IL60196, as Surety, are held and firmly bound unto the State
of West Virginia, as Oblige, in the penal sum of Five Percent of Total Bid (\$ ---5% of total bid----) 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

The installation of structured cabling pathways and spaces systems

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 Oblige 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 12th day of September, 2017.

Principal Seal

Pomeroy IT Solutions Sales Company, Inc.

(Name of Principal)

By [Signature]
(Must be President, Vice President, or
Duly Authorized Agent)

Chief Sales Officer

(Title)

Surety Seal

Fidelity & Deposit Company of Maryland

(Name of Surety)

[Signature]
Attorney-in-Fact Joseph M. Warr

**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 **Jennifer GERHARDT, Candice J. VOGEL, Joseph WORRALL and Debra K. POLLINO, all of Cincinnati, Ohio, 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 30th day of November, A.D. 2016.

ATTEST:

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



By: _____

Eric D. Barnes

*Secretary
Eric D. Barnes*

Michael Bond

*Vice President
Michael Bond*

State of Maryland
County of Baltimore

On this 30th day of November, 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.

Maria D. Adamski

*Maria D. Adamski, Notary Public
My Commission Expires: July 8, 2019*



EXTRACT FROM BY-LAWS OF THE COMPANIES

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

CERTIFICATE

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

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

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

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

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

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 12th day of Sept., 2017.



Gerald F. Haley

Gerald F. Haley, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/27/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HAUSER 5905 E. Galbraith Road, Suite 9000 Cincinnati OH 45236	CONTACT NAME: Michelle Davis PHONE (A/C No., Ext): 513-745-9200 E-MAIL ADDRESS: mdavis@thehausergroup.com FAX (A/C No.): 513-745-9219														
INSURED POMER-1 Pomeroy IT Solutions Sales Company, Inc. 1020 Petersburg Road Hebron KY 41048	INSURER(S) AFFORDING COVERAGE <table border="1"><thead><tr><th>INSURER</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Great Northern Insurance Co.</td><td>20303</td></tr><tr><td>INSURER B: Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER C: Columbia Casualty Company</td><td>31127</td></tr><tr><td>INSURER D: Valley Forge Insurance Co.</td><td>20508</td></tr><tr><td>INSURER E: Continental Insurance Co.</td><td>35289</td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER	NAIC #	INSURER A: Great Northern Insurance Co.	20303	INSURER B: Federal Insurance Company	20281	INSURER C: Columbia Casualty Company	31127	INSURER D: Valley Forge Insurance Co.	20508	INSURER E: Continental Insurance Co.	35289	INSURER F:	
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER: 1808428927** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		38033892	1/31/2017	1/31/2018	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 Employee Benefits \$1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		73591878	1/31/2017	1/31/2018	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		79894106	1/31/2017	1/31/2018	EACH OCCURRENCE \$25,000,000 AGGREGATE \$25,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	5099732395 6023661819 6023661836	1/31/2017 1/31/2017 1/31/2017	1/31/2018 1/31/2018 1/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$1,000,000 E L DISEASE - EA EMPLOYEE \$1,000,000 E L DISEASE - POLICY LIMIT \$1,000,000
C	Technology E&O		596650123	1/31/2017	1/31/2018	Limit \$10,000,000 Retention \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

State of West Virginia is included as additional insured with respect to general liability coverage as evidenced herein as required by written contract.

CERTIFICATE HOLDER State of West Virginia Dept of Administration, Purchasing Division 2019 Washington Street East, Bldg 15 Charleston WV 25325	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

REGISTERED COMMUNICATIONS DISTRIBUTION DESIGNER®

IS AWARDED TO

Kent L Reed

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

Designation Number: [REDACTED]

Registration Start Date: 1/1/2015

Registration End Date: 12/31/2017



Bicsi
RCDD

Since

6/10/1996

Chair, Registrations & Credentials Supervision Committee

Director of Credentialing

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

BICSI TECHNICIAN

IS AWARDED TO

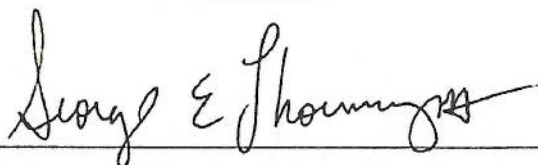
Luke D Evans

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

Designation Number: [REDACTED]

Registration Start Date: 5/13/2016

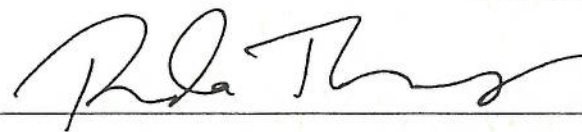
Registration End Date: 5/13/2019



Chair, Registrations & Credentials Supervision Committee



Since
5/13/2016



Director of Credentialing

Building Industry Consulting Service International

THE PROFESSIONAL DESIGNATION OF

BICSI INSTALLER 2, COPPER

IS AWARDED TO

Justin M Matney

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

Designation Number:



Registration Start Date: 12/1/2016

Registration End Date: 12/1/2019

Chair, Registrations & Credentials Supervision Committee



Since
11/15/2013

Director of Credentialing



DOT1800000016
Structured Cabling – District 3
(DOT63180003)

Kent Reed, Pomeroy's in house RCDD, does not have the Outside Plant Specialist, but he does have over 25 years of network cabling experience. This includes the installation of over 300 miles of outside plant fiber installation in the states of West Virginia, Ohio, Kentucky and Michigan. He has worked with multiple public service providers (Power, Telephone, CATV providers), townships, and City/State Engineers to provide licenses and permits for aerial/burial fiber optic installations. Kent has also worked with railway companies in obtaining right of ways and clearances for railroad crossings.

Kent has been in contact with Craig Smith, Joint Use Representative AEP, to discuss the five (5) poles that will need to be utilized for the fiber run from the Equipment Office to the Equipment Shop. Pomeroy has also been in contact with the West Virginia Rail Authority to determine if right of way has been authorized for the fiber connection between the Equipment Office and the Equipment Shop. Pomeroy will work with these agencies to obtain the proper pole licenses and right of ways for this project.

Pomeroy will also be utilizing as a SubContractor, TREN Services, Inc. TREN Services primarily provides high voltage pole work for AEP and various coal mines in the southern part of the state. TREN Services routinely provides installation of new line services, new pole installations, attachment/upgrades to existing services and copper/fiber backbone installations. TREN averages on annual approximately seven (7) miles of high voltage installation with over 150 pole settings. They work with Class 2 poles ranging from 55' to 80' and provide bucket/lift work for Pomeroy as needed.

Based on the size of the aerial fiber installation for this Project, Pomeroy meet/exceeds the OSP requirement set forth in the RFQ.