



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 1

[List View](#)

## General Information | Contact | Default Values | Discount | Document Information | Clarification Request

Procurement Folder: 930752


Procurement Type: Central Purchase Order

Vendor ID:  

Legal Name: VERIZON SELECT SERVICES INC

Alias/DBA:

Total Bid: \$610,880.99

Response Date:  Response Time: Responded By User ID:  First Name: Last Name: Email: Phone: 

SO Doc Code: CRFQ

SO Dept: 0603



SO Doc ID: ADJ2200000019

Published Date: 9/7/21

Close Date: 9/14/21

Close Time: 13:30

Status: Closed

Solicitation Description:   

Total of Header Attachments: 1

Total of All Attachments: 1



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

**State of West Virginia  
 Solicitation Response**

**Proc Folder:** 930752  
**Solicitation Description:** Addend No. 1 JFHQ IT Cabling Infrastructure -(Construction)  
**Proc Type:** Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2021-09-14 13:30	SR 0603 ESR09142100000001822	1

**VENDOR**  
 000000106830  
 VERIZON SELECT SERVICES INC

**Solicitation Number:** CRFQ 0603 ADJ2200000019  
**Total Bid:** 610880.9899999999906867742538 **Response Date:** 2021-09-14 **Response Time:** 09:25:12  
**Comments:**

**FOR INFORMATION CONTACT THE BUYER**

David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

**Vendor Signature X** **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	JFHQ IT Cabling Infrastructure Upgrade				610880.99

Comm Code	Manufacturer	Specification	Model #
72151602			

**Commodity Line Comments:** Bid submitted with exceptions/clarifications and Master Service Order Form to the US Services Agreement

**Extended Description:**

Labor, materials and all associated costs to complete JFHQ IT Cabling Infrastructure Upgrades per the attached plans and specifications.



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

State of West Virginia  
 Centralized Request for Quote

<b>Proc Folder:</b> 930752		<b>Reason for Modification:</b>	
<b>Doc Description:</b> Addend No. 1 JFHQ IT Cabling Infrastructure -(Construction)		Addendum No. 1	
<b>Proc Type:</b> Central Purchase Order			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2021-09-07	2021-09-14 13:30	CRFQ 0603 ADJ2200000019	2

**BID RECEIVING LOCATION**

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

**VENDOR**

**Vendor Customer Code:**

**Vendor Name :** Verizon Select Services Inc

**Address :** 4700

**Street :** MacCorkle Av SE

**City :** Charleston

**State :** WV **Country :** USA **Zip :** 25304

**Principal Contact :** Sandra Hawkins

**Vendor Contact Phone:** 304-807-0207 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

**Vendor Signature X** *Anthony Reine* **FEIN#** 16-1337624 **DATE** 09/13/2021

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

**ADDITIONAL INFORMATION**

Addendum No. 1

To provide pre-bid sign-in sheets, see attached.  
 To move vendor technical question due date to September 9, 2021 at noon.  
 Bid opening remains September 14, 2021 at 1:30 pm.

No other changes.

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR		ADJUTANT GENERALS OFFICE 1703 COONSKIN DR	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	JFHQ IT Cabling Infrastructure Upgrade				# 610,880.99

Comm Code	Manufacturer	Specification	Model #
72151602			

**Extended Description:**

Labor, materials and all associated costs to complete JFHQ IT Cabling Infrastructure Upgrades per the attached plans and specifications.

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting at 10:30 am	2021-09-02
2	Technical Questions Due by Noon	2021-09-09

	Document Phase	Document Description	Page
ADJ2200000019	Draft	Addend No 1 JFHQ IT Cabling Infrastructure -(Construction)	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

# SOLICITATION NUMBER: CRFQ ADJ2200000019

## Addendum Number: 1

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The purpose of this addendum is to modify the solicitation identified as CRFQ ADJ2200000019 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
- To respond to technical questions
- Attachment of pre-bid sign-in sheet
- Correction of error
- Other

### **Additional Documentation:**

1. **To provide mandatory pre-bid sign-in sheets, see attached.**
2. **To move vendor technical questions due date to 9/9/2021 at noon.**
3. **Bid opening remains September 14, 2021, at 1:30 pm**
4. **No other changes.**

### **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.



# Pre-Bid Sign-In Sheet

Solicitation Number: ADJ2200000019

Date of Pre-Bid Meeting: September 2, 2021

Location of Prebid Meeting: JFHQ- Charleston, WV

*Please Note:*

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.  
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.  
 For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
Verizon	Sandra Hawkins	4700 MacCorkle Ave SE Chas. WV 25304	304 807-0207	304 356-3590	sandra.k.hawkins @verizon.com
Verizon	Kevin Walker	4700 MACCORLE AVE SE CHARLESTON, WV 25304	304-533-7227	—	andrew.walker @verizon.com
WV Military Authority	Dean Wingerd	1707 COOMSKIN DRIVE Charleston, WV 25311			
WVARNG	DOUG COOPER	1707 COOMSKIN DRIVE CHARLESTON WV 25311	304-531-5542		douglas.j.cooper10.mil @ARMY.MIL
WVARMC	STEVE LABELLE	1700 COOMSKIN DR Charleston WV 25311	304-561-6811		STEVEN.J.LABELLE AFG Army mil
WVARNG	Richard Kirk	1700 Cooskin D Charleston, WV 25311	304-561-6001		richard.s.kirk AFG @army.mil

**\*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.**

# Pre-Bid Sign-In Sheet

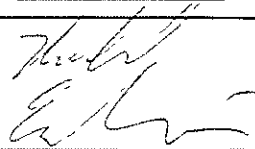
Solicitation Number: ADJ2200000019

Date of Pre-Bid Meeting: September 2, 2021

Location of Prebid Meeting: JFHQ- Charleston, WV

*Please Note:*

Vendors must sign-in on this sheet to verify attendance at the Pre-Bid meeting.  
 Failure to legibly sign in may be grounds for declaring a vendor ineligible to bid.  
 For further verification, please also provide a business card if possible.

<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
	Richard Edmond	1703 Lincoln Rd Charleston, WV 25311	304-549 -2453	—	richard.c. Edmond@wv.gov (3) Harry.c@wv.gov

*\*One Vendor Per Representative - No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.*

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: CRFQ ADJ220000019**

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

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

**Addendum Numbers Received:**

(Check the box next to each addendum received)

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

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

Verizon Select Services Inc

\_\_\_\_\_  
Company

*Anthony Reine*

\_\_\_\_\_  
Authorized Signature

09/13/2021

\_\_\_\_\_  
Date

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



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

State of West Virginia  
 Centralized Request for Quote

Proc Folder: 930752			Reason for Modification:
Doc Description: JFHQ IT Cabling Infrastructure Upgrade - (Construction)			
Proc Type: Central Purchase Order			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-08-30	2021-09-14 13:30	CRFQ 0603 ADJ2200000019	1

**BID RECEIVING LOCATION**

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

**VENDOR**

Vendor Customer Code:  
 Vendor Name :  
 Address :  
 Street :  
 City :  
 State : Country : Zip :  
 Principal Contact :  
 Vendor Contact Phone: Extension:

**FOR INFORMATION CONTACT THE BUYER**  
 David H Pauline  
 304-558-0067  
 david.h.pauline@wv.gov

Vendor Signature X *Anthony Reine* FEIN# 16-1337624 DATE 09/13/2021

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

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division is soliciting bids on behalf of the Adjutant General's Office, Division of Engineering and Facilities to establish a contract to provide all labor, material, tools, equipment, supplies and supervision necessary to complete Joint Forces Headquarters (JFHQ) IT Cabling Infrastructure Upgrade in Building 1703 at the Charleston National Guard Armory Complex (Coonskin), in Charleston, WV, per the attached drawings and specifications For drawings and specifications contact

H F Lenz Company  
 Attn Zach Zankey  
 1407 Scalp Avenue  
 Johnstown, PA 15904  
 (814) 269-9300 Ext 245

Mandatory pre-bid meeting 9/2/21 at 10 30 am

Technical questions due 9/7/21 at Noon

INVOICE TO		SHIP TO	
ADJUTANT GENERALS OFFICE 1707 COONSKIN DR  CHARLESTON WV US		ADJUTANT GENERALS OFFICE 1703 COONSKIN DR  CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	JFHQ IT Cabling Infrastructure Upgrade				

Comm Code	Manufacturer	Specification	Model #
72151602			

**Extended Description:**

Labor, materials and all associated costs to complete JFHQ IT Cabling Infrastructure Upgrades per the attached plans and specifications.

**SCHEDULE OF EVENTS**

Line	Event	Event Date
1	Mandatory Pre-Bid Meeting at 10 30 am	2021-09-02
2	Technical Questions Due by Noon	2021-09-07

	Document Phase	Document Description	Page
ADJ2200000019	Draft	JFHQ IT Cabling Infrastructure Upgrade - (Construction)	3

**ADDITIONAL TERMS AND CONDITIONS**

See attached document(s) for additional Terms and Conditions

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

WV Army National Guard-J6 Communications Office

1740 Coonskin Drive, Charleston, WV 25311

September 2nd, 2021 at 10:30am

See General Construction Specifications for additional information regarding site visits.

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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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  
Revised 07/01/2021

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 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 7, 2021 at Noon

Submit Questions to: David Pauline, Senior Buyer  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)  
Email: david.h.pauline@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

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

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

Revised 07/01/2021



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 a 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 prior to the bid opening date and time identified in Section 7 below, plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**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 14, 2021 at 1:30pm

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. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, 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.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**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 be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:  
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**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:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

**24. E-MAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, 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 vendor's 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 the initial contract term extends until \_\_\_\_\_.

**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 delivered to the Agency and then 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. Unless otherwise specified below, 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 the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**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 Sixty (60) calendar \_\_\_\_\_ days

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**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 \_\_\_\_\_  
Revised 07/01/2021

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**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/Award Document 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 a 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 the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**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 of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

West Virginia Contractor's License

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications 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 and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, 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, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether 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 per occurrence.
- Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.
- Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the foregoing, Vendor's are not required to list the State as an additional insured for this type of policy.
- Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract
- Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.
- Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.
- \*\*\*Please make Insurance Certificate Holder to Read\*\*\***  
West Virginia Army National Guard  
1707 Coonskin Drive, Charleston, WV 25311
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Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest

**9. WORKERS' COMPENSATION INSURANCE:** 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. [Reserved]**

**11. LIQUIDATED DAMAGES:** 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract

**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. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**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, included in the Contract, 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. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**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 § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding 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.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**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.

**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. 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>.

**31. 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.

**32. 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. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. 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.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. 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.

**34. 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

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

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns

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

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, 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.

**38. 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.

**39. 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 division@wv.gov](mailto:purchasing%20division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va Code § 15-2D-3, 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.

**41. 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.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if.

1. 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
2. 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.

**42. 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.



**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, 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. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES** – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law

## **ADDITIONAL TERMS AND CONDITIONS (Construction Contracts Only)**

**1. CONTRACTOR'S LICENSE:** Until June 15, 2021, West Virginia Code § 21-11-2, and after that date, § 30-42-2, 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 Contractor Licensing Board.

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 attached AIA documents, as amended by the Supplementary Conditions for the State of West Virginia, in addition to the terms and conditions contained herein.

**4A. PROHIBITION AGAINST GENERAL CONDITIONS:** Notwithstanding anything contained in the AIA Documents or the Supplementary Conditions, the State of West Virginia will not pay for general conditions, or winter conditions, or any other condition representing a delay in the contracts. The Vendor is expected to mitigate delay costs to the greatest extent possible and any costs associated with Delays must be specifically and concretely identified. The state will not consider an average daily rate multiplied by the number of days extended to be an acceptable charge.

**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 Workforce West Virginia 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, Workforce West Virginia is unable to refer any qualified job applicants to the employer or refers less qualified job applicants than the number requested, then Workforce West Virginia 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 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 this requirement is subject to a civil penalty of \$250 per each employee less than the required threshold of seventy-five percent per day of violation after receipt of a notice of violation.

Any employer that continues to violate any provision of this article more than fourteen calendar days after receipt of a notice of violation is subject to a civil penalty of \$500 per each employee less than the required threshold of seventy-five percent per day of violation.

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 2 CFR 200.317, 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.

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:** Verizon Select Services Inc

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

Subcontractor Name	License Number if Required by W. Va. Code § 21-11-1 et. seq.
Kessler Electric Inc	WV036214
Premier Technologies System LLC	WV040481

Attach additional pages if necessary

**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.

Sandra Hawkins/Sr Client Partner

(Name, Title)

Sandra Hawkins/Sr Client Partner

(Printed Name and Title)

4700 MacCorkle Av SE Charleston WV 25304

(Address)

304-807-0207/877-294-3612

(Phone Number) / (Fax Number)

sandra.k.hawkins@verizon.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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Verizon Select Services Inc

(Company)



(Authorized Signature) (Representative Name, Title)

ANTHONY RECINE - SENIOR VICE PRESIDENT

(Printed Name and Title of Authorized Representative)

09/13/2021

(Date)

304-807-0207/877-294-3612

(Phone Number) (Fax Number)



REQUEST FOR QUOTATION - CRFQ ADJ22\*19  
JFHQ IT Cabling Infrastructure Upgrade

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**GENERAL CONSTRUCTION SPECIFICATIONS**

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Army National Guard, J6 Communications Office, to establish a contract for the one-time purchase of all material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete installation of IT Fiber & Copper Cabling Infrastructure Upgrades for Joint Forces Headquarters (JFHQ) Building 1703, at the Coonskin Complex, Charleston, WV. H.F. Lenz, Company, is serving as the Designer on this project. This definition of scope is provided only to indicate the very general nature of the work that is more fully defined in the Drawings, Specifications and Project Plans.

Due to security restrictions currently in place at the JFHQ Coonskin Complex, accommodations will be made to interested bidders to schedule their attendance at the Mandatory Pre-Bid meeting for this project (to review the local jobsite conditions, to take photographs, take measurements, etc.), by contacting SSG Douglas Cooper, Telecommunications Specialist/Project Manager, at (304) 561-6538, or by emailing [douglas.j.cooper10.mil@mail.mil](mailto:douglas.j.cooper10.mil@mail.mil), you MUST declare your intent to attend the meeting at least two (2) days in advance in order to gain entry through the main gate on the day of the Pre-Bid meeting.

- No more than two (2) representatives of the interested bidder may attend the site visit; to limit group size.
- Site visits will take place the day of the Pre-Bid meeting in small groups as directed by the Agency Project Manager, vendors should plan on the possibility of being onsite for several hours, depending on the number of contractors who attend.
- Visiting bidder representative(s) must abide by all safety precautions for safe social distancing, as prescribed by the Agency Project Manager.
- The site visit is NOT an opportunity to ask or submit technical questions about the project. No verbal representations provided at a site visit are binding in any manner. Interested bidders should submit all technical questions per the instructions in the CFRQ.

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 Specification's Manual as defined below.

2.1 **"Construction Services"** means materials, labor, tools, taxes, transportation and expendable equipment necessary to complete IT Cabling Infrastructure Upgrades, at

REQUEST FOR QUOTATION - CRFQ ADJ22\*19  
JFHQ IT Cabling Infrastructure Upgrade

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the Joint Forces Headquarters (JFHQ) Building 1703 in Charleston, WV, as more fully described in these specifications and the Drawings/Specifications/Project Manual.

**2.2 “Pricing Page”** means the pages contained in wvOASIS, attached hereto, or included in the Specifications/Project Manual 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 “Specifications/Project Manual”** means the American Institute of Architect forms, specifications, plans, drawings, and related documents developed by the architect, engineer, or Agency that provide detailed instructions on how the Construction Services are to be performed along with any American Institute of Architects documents (“AIA documents”) attached thereto.

**3. ORDER OF PRECEDENCE:** This General Construction Specifications document will have priority over, and supersede, anything contained in the Specifications/Project Manual.

**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 5 (five) projects that involved work similar to that described in the Specifications/Project Manual. 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.

**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. If the Pricing Pages contain alternates/add-ons, the

REQUEST FOR QUOTATION - CRFQ ADJ22\*19  
JFHQ IT Cabling Infrastructure Upgrade

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Contract will be awarded based on the grand total of the base bid and any alternates/add-ons selected. This contract has **no** alternates.

**6. SELECTION OF ALTERNATES:** Pursuant to W. Va. Code § 5-22-1(f), any solicitation of bids shall include no more than five alternates. Alternates, if accepted, shall be accepted in the order in which they are listed on the bid form. Any unaccepted alternate contained within a bid shall expire 90 days after the date of the opening of bids for review. Determination of the lowest qualified responsible bidder shall be based on the sum of the base bid and any alternates accepted. Alternate selection will be identified in the Purchase Order. This contract has **no** alternates.

**7. PROGRESS PAYMENTS:** The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Architect. If approved, the Architect will communicate approval to the Owner and Owner will process payment. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly.

Approval and payment of progress payments will be based on Contractor's submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Architect and Owner will review the payment allocation and may mandate changes that they believe are necessary.

**8. RETAINAGE:** Agency is entitled to withhold **10%** from each progress payment made as retainage. Agency will partially release retainage upon certification of substantial completion by the Architect in accordance with this Contract but will continue to retain amounts sufficient to cover activities needed to reach final completion.

**9. PERFORMANCE:** Vendor shall perform the Construction Services in accordance with this document and the Specifications/Project Manual.

**10. SUBSTANTIAL AND FINAL COMPLETION:** Vendor shall achieve substantial completion by a date to be determined based on the notice to proceed and final completion by a date to be determined based on the notice to proceed. Failure to meet the deadlines established herein, unless extended by change order authorizing additional time free of liquidated damages, will result in liquidated damages being applied.

**11. LIQUIDATED DAMAGES:** Contractor shall pay liquidated damages in the amount of \$1,500.00 per day of delay, plus a one-time fixed cost of \$1,250.00 for Staff Judge Advocate review for work not completed after contract completion date. 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.

REQUEST FOR QUOTATION - CRFQ ADJ22\*19  
JFHQ IT Cabling Infrastructure Upgrade

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**12. PROJECT PLANS:** Copies of the project plans can be obtained by contacting the entity identified below.

H.F. Lenz Company  
Attn: Zach Zankey  
1407 Scalp Avenue  
Johnstown, PA 15904  
(814) 269-9300 Ext 245

Prime Contract Bidders only may contact Zach Zankey at [ZZankey@hflenz.com](mailto:ZZankey@hflenz.com) to obtain project plans and specifications. A link to a ShareFile site will be provided where contractors can download drawings and specifications free of charge. If contractor would like hard copies of the documents (i.e. Full Size Drawings and bound specifications book) or a CD of the documents, there would be a fee of \$150.00 associated with this service.

**13. SUBSTITUTIONS:** Any substitution 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.

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

- 14.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 14.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 14.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 14.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 14.5. Vendor shall inform all staff of Agency's security protocol and procedures.

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JFHQ IT Cabling Infrastructure Upgrade

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**15. MISCELLANEOUS:**

**15.1. 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:** Sandra Hawkins

**Telephone Number:** 3948070207

**Fax Number:** 8772943612

**Email Address:** sandra.k.hawkins@verizon.com

**15.2. Owner's Representative:** Owner's representative for notice purposes is

**Name:** SSG Doug Cooper

**Telephone Number:** 304-561-6538

**Email Address:** douglas.j.cooper10.mil@mail.mil

**16. Initial Decision Maker:** H.F. Lenz Company, the Designer, shall serve as the Initial Decision Maker in matters relating to this contract.

**EXHIBIT A-BID FORM –  
Section I**

Dated 9/14/2021  
(Bidder to insert date bid submitted)

**SUBMITTED BY:**

Verizon Select Services Inc (hereinafter called "Bidder")

West Virginia Contractor's License Number. WV036214

**SUBMITTED TO:**

**WEST VIRGINIA ARMY NATIONAL GUARD** (hereinafter called "Owner")

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 material, labor, tools, taxes, transportation and expendable equipment necessary for the satisfactory and complete installation of

**Joint Forces Headquarters (JFHQ) IT  
Cabling Infrastructure Upgrade**

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

The Undersigned Bidder Agrees

- 1 To accept the provisions of all sections of the documents listed above
- 2 That the amounts stated in this Form of Proposal represents the entire cost of the work. The completion time stated represents the entire time for performance of the work. The amount bid includes allowances for all fees for permits, regulatory notifications, taxes, and insurance required or applicable to the work. That no claims shall be made for any increases in wage scales or material costs.
- 3 To certify that this bid is genuine and not sham or collusive or made in the interest or in behalf of any person not herein named, and that the undersigned has not directly or indirectly induced or solicited any other bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding and that the undersigned bidder has not in any manner sought by collusion to secure for himself an advantage over any other bidder.
- 4 That the bidder shall comply with all City, State, and Federal statutes relating to liability insurance, working hours, minimum wages, safety and sanitary regulation, including requirements set forth governing federal participation under this project, which in any way may affect those engaged or employed on the work in the event that the award of the Contract is made on the bid herein submitted.

**BASE BID:**

Bid Item No. 1 – All work as indicated on Drawings and as specified

For the sum of. Six hundred ten thousand, eight hundred eighty dollars and ninety nine cents

( \$ 610,880.99 )

Submitted by: Verizon Select Services Inc  
(Firm Name)

Accompanying this proposal is a bid bond in the amount of 5% of the total amount of the bid

(\$ \_\_\_\_\_), payable to the Owner, which it is agreed shall be retained as liquidated damages by the Owner if the undersigned fails to execute a contract in conformance with the Form of Contract, and to furnish a Surety Company Bond in a penal sum equal to at least the full contract sum with ten (10) days after notification of award of the contract to the undersigned.

The Bidder understands that the Owner may impose liquidated damages in the amount stated in and, in accordance with, the Special Conditions, for each day thereafter, Sundays and holidays included, that the Work remains uncompleted, which sum is agreed upon as the proper measure of liquidated damages which the Owner will sustain per diem by the failure of the Bidder to complete the Work in the stipulated time, and the sum is not to be construed in any sense a penalty. Liquidated damages will be assessed at substantial completion for the base bid and all alternates accepted by the Government.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and the proposal is made without collusion with any person, firm, or corporation. Bidder hereby agrees to execute the contract and furnish surety company bonds, in the forms incorporated in the contract documents, in the amount of one hundred (100%) percent of the contract price for performance, including maintenance, and for payment for labor and materials, respectively at the time required by the bidding documents, and to begin work within five (5) days following receipt of Notice to Proceed.

The Bidder certifies that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

The Bidder agrees that the Owner reserves the right to reject any or all bids, and to waive any formalities in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 90 days.

The Bidder acknowledges receipt of the following Addenda: (Please list by number and date.)

Addendum 1 9/7/2021 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNATURE OF BIDDER:**

Firm: Verizon Select Services Inc

By: 

Print or Type Name of person authorized to sign contract on behalf of Bidder:

ANTHONY RECINE

Address: 4700 MacCorkle Av SE

Title: Senior Vice President

Address: Charleston, WV 25304

Phone: 304-807-0207

Address: \_\_\_\_\_

Fax: 877-294-3612

Tax Cert. #: \_\_\_\_\_

**END OF BID FORM**



<b>Master Customer Legal Entity:</b> ADJUTANT GENERAL'S OFFICE	<b>Master Verizon Legal Entity:</b> MCI Communications Services LLC d/b/a Verizon Business Services
<b>Customer Address:</b> 1703 COONSKIN DR, CHARLESTON, WV 25311-1025, United States	<b>Quote Priced On:</b> 10 Sep 2021 13:57:45 UTC
<b>Account Manager:</b> Sandra Hawkins sandra.k.hawkins@one.verizon.com 304-356-3395	<b>Quote ID:</b> 207136959
<b>Created By:</b> Sandra Hawkins	<b>Quote Version #:</b> 0
	<b>Quote Expiration Date:</b> 09 Dec 2021
	<b>Contract ID:</b> New

**Quote Notes:** Adjutant General's Office - Joint Forces Headquarters IT Cabling Infrastructure Upgrade

<b>Service(s) Included in Quote:</b> Professional Services	<b>Available Appendices (Additional Details and any Applicable Usage Tables):</b>
<b>Note:</b> Items shown with "" are priced at time of Quote and require a Service Order Form document	

**Note:** 1 separate invoice(s) will be generated based on the Verizon Legal Entity, Customer Legal Entity, and currency combination(s) stated below. This may be a new or existing billing account number. Please review carefully to determine if changes are required. Changes after document signature will require a Transfer of Service Agreement or a new order.

**Quote Summary:**

Customer Legal Entity (CLE)	Entity Type	Customer Legal Entity Address:	Verizon Legal Entity (VLE)	CUR	MRC	NRC
ADJUTANT GENERAL'S OFFICE	Contracting	1703 COONSKIN DR, CHARLESTON, WV 25311-1025, United States	Verizon Select Services, Inc.	USD	0.00	610,880.99

	Activity Type	Quantity	Amount in Invoice Currency (USD)	
			MRC	NRC
<b>Location ID: 104842115C (Quote Name: Charleston)</b>				
1703 COONSKIN DR, CHARLESTON, WV 25311-1025, United States				
<b>Professional Services</b>				
Professional Services, Service ID: 1422477829 * (VLE: Verizon Select Services, Inc.)	Added			
Service Commitment: 12 months				
Service Activation Date: Upon Execution				
Structured Cabling - Progress Billing - Invoiced - Upon Progress Billing <sup>1</sup>		N/A	N/A	423,823.15
Implementation and Integration - Structured Cabling - Structured Cabling		N/A	N/A	187,057.84
Material - Fixed - Upon Completion <sup>1</sup>				
<b>Location Subtotal:</b>			<b>0.00</b>	<b>610,880.99</b>

<sup>1</sup> As described in the Statement of Work attached hereto and/or found at [http://www.verizon.com/business/service\\_guide/reg/ps-plus-toc-2021MAR01.htm](http://www.verizon.com/business/service_guide/reg/ps-plus-toc-2021MAR01.htm) (as applicable) and incorporated by this reference.

This Quotation is for informational purposes only and is subject to change. Prices are exclusive of VAT and other taxes.

Pricing assumes the provision of accurate customer information. Provisioning is subject to order acceptance.

Pricing and provisioning are subject to the solution being deliverable and billable in accordance with negotiated terms and conditions including service level agreements which have been agreed upon by Verizon and the customer in writing.



**BID BOND**

Bid Bond Number: 578526895-  
Zurich-21-02

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Verizon Select Services Inc.  
of One Verizon Way, Basking Ridge, NJ 07920, as Principal, and Fidelity and Deposit Company of Maryland  
of 1299 Zurich Way Schaumburg, IL 60196, a corporation organized and existing under the laws of the State of \_\_\_\_\_  
with its principal office in the City of Schaumburg, as Surety, are held and firmly bound unto the State  
of West Virginia, as Obligee, in the penal sum of Five Percent of Amount Bid (\$ 5% of Amount 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  
JFHQ IT Cabling Infrastructure Upgrade - (Construction)  
Solicitation No: CRFQ 0603 ADJ2200000019

NOW THEREFORE,

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

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

WITNESS, the following signatures and seals of Principal and Surety, executed and sealed by a proper officer of Principal and  
Surety, or by Principal individually if Principal is an individual, this 7th day of September, 2021.

Principal Seal



Surety Seal

Verizon Select Services Inc.

(Name of Principal)

By J. Daniel Masch

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

Assistant Secretary

(Title)

Fidelity and Deposit Company of Maryland

(Name of Surety)

Brittany D. Stuckel  
Brittany D. Stuckel, Attorney-in-Fact

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

State of Missouri }  
County of St. Charles } ss:

On 9/7/2021, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Brittany D. Stuckel

known to me to be Attorney-in-Fact of Fidelity and Deposit Company of Maryland the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires July 21, 2024

  
Debra C. Schneider Notary Public

DEBRA C. SCHNEIDER  
Notary Public - Notary Seal  
State of Missouri  
Commissioned for St. Charles County  
My Commission Expires: July 21, 2024  
Commission Number: 12419088

**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 Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, 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 Brittany D Stuckel, 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 11th day of July, A D 2019



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

By: *Robert D Murray*  
Vice President

By: *Dawn E Brown*  
Secretary

State of Maryland  
County of Baltimore

On this 11th day of July, A D 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations

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



Constance A. Dunn, Notary Public  
My Commission Expires July 9, 2023

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 7th day of September, 2021.



*Brian M. Hodges*

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims  
1299 Zurich Way  
Schaumburg, IL 60196-1056  
[www.reportsfclaims@zurichna.com](http://www.reportsfclaims@zurichna.com)  
800-626-4577

State of West Virginia  
Purchasing Division

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## CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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

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

**Contract Identification:**

Contract Number CRFQ 0603 ADJ2200000019

Contract Purpose. Cabling Infrastructure

Agency Requesting Work: Adjutant Generals Office

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

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

**Vendor Contact Information:**

Vendor Name Verizon Select Services Inc Vendor Telephone 3048070207

Vendor Address. 4700 MacCorkle Av SE Vendor Fax 8772943612

Charleston WV 25304 Vendor E-Mail. sandra.k.hawkins@verizon.com

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

I, ANTHONY RECINE, after being first duly sworn, depose and state as follows:

- I am an employee of Verizon Select Services Inc; and,  
(Company Name)
- I do hereby attest that Verizon Select Services 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: ANTHONY RECINE  
 Signature: *Anthony Recine*  
 Title: SENIOR VICE PRESIDENT  
 Company Name: Verizon Select Services Inc  
 Date: 09/13/2021

STATE OF WEST VIRGINIA,

COUNTY OF \_\_\_\_\_, TO-WIT:

Taken, subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

By Commission expires \_\_\_\_\_

(Seal)

\_\_\_\_\_  
(Notary Public)



State of West Virginia  
**PURCHASING DIVISION**  
**Construction Bid Submission Review Form**

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

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**Errors That Shall Be Reason for Immediate Bid Disqualification**

1. Failure to attend a mandatory pre-bid meeting
2. Failure to sign the bid
3. Failure to supply a valid bid bond or other surety approved by the state of West Virginia
4. Failure to meet any mandatory requirement of the solicitation
5. Failure to acknowledge receipt of Addenda (only if stipulated as mandatory)
6. Failure to submit bid prior to the bid opening date and time
7. Federal debarment
8. State of West Virginia debarment or suspension

**Errors that May Be Reason for Bid Disqualification Before Contract Award**

1. Debt to the state or political subdivision (must be cured prior to award)
2. Workers' Compensation or Unemployment Compensation delinquency (must be cured prior to award)
3. Not registered as a vendor with the state of West Virginia (must be cured prior to award)
4. Failure to obtain required bonds and/or insurance
5. Failure to provide the sub-contractor listing within one business day of bid opening or one business day of the request to do so by the Purchasing Division.
6. Failure to supply West Virginia contractor's license number with bid or within one day of Purchasing Division request to do so.
7. Failure to supply a signed drug-free workplace affidavit with bid or within one day of Purchasing Division request to do so.
8. Failure to use the provided solicitation form (only if stipulated as mandatory).
9. Failure to complete the Disclosure of Interested Parties to Contracts form (if contract has an actual or estimated value of \$1 million or more; does not apply to publicly traded companies listed on national or internal stock exchange)

## West Virginia Ethics Commission



### Disclosure of Interested Parties to Contracts

Pursuant to *W. Va. Code* § 6D-1-2, a state agency may not enter into a contract, or a series of related contracts, that has/have an actual or estimated value of \$1 million or more until the business entity submits to the contracting state agency a Disclosure of Interested Parties to the applicable contract. In addition, the business entity awarded a contract is obligated to submit a supplemental Disclosure of Interested Parties reflecting any new or differing interested parties to the contract within 30 days following the completion or termination of the applicable contract.

For purposes of complying with these requirements, the following definitions apply:

*"Business entity"* means any entity recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation, but does not include publicly traded companies listed on a national or international stock exchange.

*"Interested party"* or *"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. (This subdivision does not apply to a publicly traded company); 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. (This subdivision does not apply to persons or business entities performing legal services related to the negotiation or drafting of the applicable contract.)

*"State agency"* means a board, commission, office, department or other agency in the executive, judicial or legislative branch of state government, including publicly funded institutions of higher education: Provided, that for purposes of *W. Va. Code* § 6D-1-2, the West Virginia Investment Management Board shall not be deemed a state agency nor subject to the requirements of that provision.

The contracting business entity must complete this form and submit it to the contracting state agency prior to contract award and to complete another form within 30 days of contract completion or termination.

*This form was created by the State of West Virginia Ethics Commission, 210 Brooks Street, Suite 300, Charleston, WV 25301-1804. Telephone: (304)558-0664; fax: (304)558-2169; e-mail: [ethics@wv.gov](mailto:ethics@wv.gov); website: [www.ethics.wv.gov](http://www.ethics.wv.gov).*



West Virginia Ethics Commission  
**Disclosure of Interested Parties to Contracts**

(Required by *W. Va. Code* § 6D-1-2)

Name of Contracting Business Entity: Verizon Select Services Inc Address: 22001 Loudoun County Parkway  
Ashburn, Virginia 20147

Name of Authorized Agent: CT Corporation System Address: Corporation Trust Center, 1209 Orange Street Wilmington, Delaware 19801

Contract Number: \_\_\_\_\_ Contract Description: Cabling Infrastructure Upgrade

Governmental agency awarding contract: Adjutant General Office

Check here if this is a Supplemental Disclosure

List the Names of Interested Parties to the contract which are known or reasonably anticipated by the contracting business entity for each category below (*attach additional pages if necessary*):

**1. Subcontractors or other entities performing work or service under the Contract**

Check here if none, otherwise list entity/individual names below.

**2. Any person or entity who owns 25% or more of contracting entity (not applicable to publicly traded entities)**

Check here if none, otherwise list entity/individual names below.

**3. Any person or entity that facilitated, or negotiated the terms of, the applicable contract (excluding legal services related to the negotiation or drafting of the applicable contract)**

Check here if none, otherwise list entity/individual names below.

DUE TO INTERNAL COVID-19 CORPORATE POLICY, VERIZON IS UNABLE TO PROVIDE NOTARIZED DOCUMENTS AT THIS TIME.

Signature: Anthony Recine

Date Signed: 09/13/2021

**Notary Verification**

State of \_\_\_\_\_, County of \_\_\_\_\_:

I, ANTHONY RECINE, the authorized agent of the contracting business entity listed above, being duly sworn, acknowledge that the Disclosure herein is being made under oath and under the penalty of perjury.

Taken, sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public's Signature

**To be completed by State Agency:**

Date Received by State Agency: \_\_\_\_\_

Date submitted to Ethics Commission: \_\_\_\_\_

Governmental agency submitting Disclosure: \_\_\_\_\_

## Understanding the Acord Certificate of Insurance

1. Date the Certificate is prepared.
2. Producer is the Insurance broker that wrote the insurance policies for the insured.
3. Insured is the person or entity for whom the insurance policy is written and to which primary insurance coverage is extended and must be the legal name.
4. Insurance company providing coverage. There may be multiple Insurer companies as different types of policies could be issued by different companies.
5. Types of Insurance:
  - a. General Liability – Make sure one of the boxes for claims made or occurrence is marked.
  - b. Automobile Liability
  - c. Umbrella/Excess Liability
  - d. Workers Compensation and Employers Liability
  - e. Other
6. Policy number – should have a number for each type of coverage
7. Policy Effective and Expiration Dates. If the contract falls beyond the expiration date, remember to request a new certificate for the next period.
8. Limits of Insurance – Must be the same or greater than required by the contract.
  - a. General Liability – Per occurrence, damage to rented premises, personal and advertising injury, general aggregate, and products completed operations
  - b. Automobile Liability
  - c. Umbrella/Excess Liability
  - d. Workers Compensation and Employers Liability
  - e. Other
9. Description of Operations – This box will contain language if Additional Insured status has been afforded or may provide information regarding events or other type of provisions to the policy. The purpose of being an additional insured on a policy is to provide insurance coverage and rights to defense under the policy.

This provides the coverage necessary if a claim arises from the actions of the vendor, subcontractor, supplier, etc.

10. Certificate Holder is the person or company to whom the Certificate of Insurance is being mailed. No rights, privileges or insurance coverage are extended to a certificate holder. The certificate holder must be named as an Additional Insured in the Description of Operations box.
11. Cancellation Language Outlines the terms for providing notice about cancellation of the policy.
12. Authorized Representative -- signed by the authorized representative of the Producer.



# CERTIFICATE OF LIABILITY INSURANCE

1 DATE (MM/DD/YYYY)

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 West Virginia Board of Risk & Insurance Management 1124 Smith Street Suite 4300 Charleston, WV 25301	CONTACT NAME: PHONE: 304-766-2646 (A/C, No, Ext)	FAX: 304-558-8004 (A/C, No)
	E-MAIL ADDRESS: <u>prim.underwriting@wv.gov</u>	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: National Union Fire Co of Pittsburgh PA		19445
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 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.

NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR 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 <input checked="" type="checkbox"/> WRONGFUL ACT <input checked="" type="checkbox"/> PROFESSIONAL GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			SPECIMEN	07/01/2017	07/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ INCLUDED GENERAL AGGREGATE \$ NONE PRODUCTS - COMP/OP AGG \$ NONE \$
A	<input type="checkbox"/> ANY AUTO OWNED <input checked="" type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY			SPECIMEN	07/01/2017	07/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY EMPLOYEE OR PART-TIME EXCLUSIVE OFFICE MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	SPECIMEN STOP GAP	07/01/2017	07/01/2018	PER STATUTE 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

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

SPECIMEN

CERTIFICATE HOLDER SPECIMEN	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 <i>M. Duke</i>	

**QUESTIONS CAN BE DIRECTED TO THE WEST VIRGINIA BOARD OF RISK AND  
INSURANCE MANAGEMENT**

**(304)766-2646 OR (800)345-4669**

**OR EMAIL TO:**

**Robert A. Fisher, Deputy Director: [robert.a.fisher@wv.gov](mailto:robert.a.fisher@wv.gov)**

**Melody Duke, Underwriting Manager: [melody.a.duke@wv.gov](mailto:melody.a.duke@wv.gov)**

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 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.

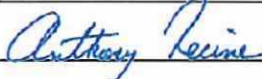
**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' 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: Verizon Select Services Inc

Authorized Signature:  Date: 09/13/2021

State of \_\_\_\_\_

County of \_\_\_\_\_, to-wit:

Taken, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

My Commission expires \_\_\_\_\_, 20\_\_.

**AFFIX SEAL HERE**

**NOTARY PUBLIC** \_\_\_\_\_

DUE TO INTERNAL COVID-19 CORPORATE POLICY, VERIZON IS UNABLE TO PROVIDE NOTARIZED DOCUMENTS AT THIS TIME.

*Purchasing Affidavit (Revised 01/19/2018)*

Exceptions/Clarifications

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

**Verizon Response:**

*Verizon takes exception to 36. Indemnification and can comply with the language below.*

*Verizon will indemnify the Customer, its agents and employees, against any claim, loss, liability, fines, damages, costs or expense for injury to or death of any persons and any loss or damage to any real or tangible property (collectively, 'Claim(s)') resulting from the negligent or other tortious acts or omissions of Verizon, its agents, representatives, employees or subcontractors, in the performance of work under this Agreement, except that Verizon, to the fullest extent permitted by applicable law, will not have any liability or responsibility to indemnify any person or entity for any such Claim(s), to the extent the same was caused by any negligent or other tortious act or omission of such person or entity. The person or entity seeking indemnity hereunder must provide Verizon with: (i) prompt written notice of any such Claim, and Verizon shall have the full right and opportunity to conduct the defense of all such Claims; and (ii) full information and all reasonable cooperation in support of such defense, and shall have the right to participate in such defense, but no costs or expenses shall be incurred for either party by the other party without such other party's prior written consent.*

## 8. INSURANCE

**Verizon Response:** *Verizon can comply with the following insurance requirements as redlined below.*

**8. INSURANCE:** The apparent successful Vendor shall furnish a certificate of insurance as proof of the insurance identified by a checkmark below and must include the State as an additional insured as their interest may appear under this Agreement on each policy upon prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Within Thirty (30) days of prior to the expiration of the insurance policies, Vendor shall provide the Agency with a certificate of insurance as proof that the insurance mandated herein has been continued. Upon receipt of notice from its insurer(s) Vendor must also provide Agency with thirty (30) days' prior written notice of cancellation of any required coverage, immediate notice of any changes in its insurance policies, including but not limited to, policy cancellation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether 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 per occurrence and \$1,000,000 general aggregate.

**Automobile Liability Insurance** in ~~at least~~ an amount of: \$1,000,000.00 combined single limit each accident per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the foregoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \_\_\_\_\_ per occurrence.

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

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

**\*\*\*Please make Insurance Certificate Holder to Read\*\*\*  
West Virginia Army National Guard  
1707 Coonskin Drive, Charleston, WV 25311**

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be included named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.



**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer or PCard. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**Verizon Response:** Verizon takes exceptions to the use of P-cards as a form of payment. Verizon's preferred payment options are 1) electronic Automated Clearing House (ACH) payment; 2) electronic bank account Wire Transfer; or 3) paper check payment. Both electronic payment options can be set up through the Customer's account on Verizon's online billing portal, the VEC.

**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.

**Verizon Response:** Verizon acknowledges the customer's tax exemption status. Documentation may need to be submitted in order to process this benefit. The pricing proposed in this agreement does not include any applicable tax, governmental charge, surcharges or pass through charges.

**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.

**Verizon Response:** Verizon takes exception to this requirement. The pricing proposed in this RFP/RFQ does not include any applicable tax, governmental charge, surcharge or pass through charges.

#### **GENERAL CONSTRUCTION SPECIFICATIONS**

**7. PROGRESS PAYMENTS:** The Vendor will be paid in the form of periodic progress payments for work completed. Payment requests along with documentation supporting the request will be submitted to and reviewed by the Architect. If approved, the Architect will communicate approval to the Owner and Owner will process payment. The Owner reserves the right to withhold liquidated damages from progress payments. Progress payments will be made no more than monthly. Approval and payment of progress payments will be based on Contractor's submission of a payment allocation schedule which allocates the entire contract sum to payment milestones. Architect and Owner will review the payment allocation and may mandate changes that they believe are necessary.

**Verizon Response:** Read and understood with the clarification that any payment(s) withheld must be disputed with notification submitted to Verizon. A mutually agreeable Statement of Work (SOW) should outline the progress payment schedule.

8. **RETAINAGE:** Agency is entitled to withhold 10% from each progress payment made as retainage. Agency will partially release retainage upon certification of substantial completion by the Architect in accordance with this Contract but will continue to retain amounts sufficient to cover activities needed to reach final completion.

**Verizon Response:** Verizon takes exception to the requirement of withholding 10% of progress payments, as retainage. A mutually agreeable State of Work (SOW) should outline the progress payment schedule. If retainage is a requirement, the final progress payment should be the 10% Retainage amount. Any previous progress payments should be paid in full unless they are under dispute.

11. **LIQUIDATED DAMAGES:** 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. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

Liquidated Damages Contained in the Specifications.

11. **LIQUIDATED DAMAGES:** Contractor shall pay liquidated damages in the amount of \$1,500.00 per day of delay, plus a one-time fixed cost of \$1,250.00 for Staff Judge Advocate review for work not completed after contract completion date. 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.

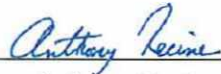
**Verizon Clarification:** Verizon cannot agree to stated liquidated damages and construction duration of 60 days due to the complexity of the project and current lead times on materials due to the COVID19 pandemic. COVID 19 has caused long unexpected lead times on materials. Additionally, Verizon cannot estimate the impact of the COVID variant and the winter season that is approaching. Verizon will negotiate with customer the start and completion of project based on availability of material and labor with an expected completion of March 1, 2022, and/or June 1, 2022 at the latest.

Verizon takes exception to the following:

In the RFQ document, file name 21\_0827 WVARNG IT Cabling Infrastructure Upgrade - IFC Drawings, Drawing Number TC-001, Section 5 NOTE number 20 states *PROVIDE EMT PATHWAYS THROUGH NON-ACCESSIBLE SPACES SUCH AS FIXED TILE OR GYPSUM CEILINGS*. This is an ambiguous statement which does not specify how spaces are to be accessed, area of such spaces or quantity of such spaces. For this reason, Verizon will take exception to this requirement.



## Master Service Order Form to the U.S. Services Agreement

ADJUTANT GENERAL'S OFFICE (Customer)	Verizon Select Services Inc. (Verizon)
Customer Signature:	Verizon Signature: 
Name: David Pauline	Name: Anthony Recine
Title: Purchasing	Title: Senior Vice President
Date:	Date: 09/13/2021
Email: david.h.pauline@wv.gov	

Valid if signed and submitted to Verizon by 09-Dec-2021.

This U.S. Services Agreement is entered into by and between Customer and Verizon to establish the terms and pricing under which customer will purchase Services offered by Verizon. The Master Terms below set out the terms and conditions governing all Services. All capitalized terms not otherwise defined in the Agreement have the meanings set forth in the Master Terms Section 18, Definitions. Service Terms and Pricing, as applicable, are set out following the Master Terms.

### MASTER TERMS

#### 1. SERVICE ORDERING OPTIONS

- 1.1 **Orders.** Customer may place Orders for Service via Verizon's standard process for such Service. Services (including features and options) may be subject to availability limitations.
- 1.2 **No Sign SOF (NSS) Process.** When using the NSS Process, Verizon will send the NSS to Customer via email to an address provided by Customer. The NSS has the same effect as a signed Order. Customer has five days from receipt of the NSS to notify Verizon of any errors.

#### 2. CHARGES, PAYMENT, AND TAXES

- 2.1 **Charges.** Customer shall pay the applicable Charges for Services as specified in the Agreement. Unless otherwise expressly set out in the Agreement, Verizon may change its upon 30 days' notice to Customer to take effect immediately for Services with no Purchase Commitment.
- 2.2 **Activation.** Customer is deemed to have accepted Services on the Activation Date. Charges are accrued and invoiced as follows: (a) Recurring Charges accrue from the Activation Date and are invoiced in advance; (b) usage based Charges accrue from the Activation Date and are invoiced in arrears; (c) NRCs accrue from the Commencement Date and are invoiced at any time thereafter; and (d) Third Party Charges are invoiced in accordance with the Order or Service Attachment. For Charges invoiced more than six months after the date a Charge accrues Customer may obtain a credit on request (except in cases involving fraud or Third Party Charges).
- 2.3 **Activation Delays.** If the Activation Date is delayed because Customer: (a) has not done all that is necessary on its part to activate the Services, Verizon may deem a date to be the Activation Date

(whether the Services are ready for use or not) by notice to Customer and Charges will accrue in accordance with the clause entitled Activation; or (b) requests a delay; then in either case Customer shall be liable for any third party costs incurred by Verizon relating to the affected Services at a Customer Site during the period of delay.

- 2.4 **Payment.** Customer shall pay Verizon invoices within 30 days of the relevant invoice date in accordance with the remittance instructions on the invoice.
- 2.5 **Financial Security.** In order to secure payment from Customer, Verizon may at any time request Customer to provide reasonable Financial Security or increase existing Financial Security. Customer must comply with any such request.
- 2.6 **Disputed Amounts.** If Customer notifies Verizon of a Disputed Amount by the Due Date, the Disputed Amount may be withheld. If a Disputed Amount is found to be not owed then Verizon will issue a credit. Verizon may elect to apply any credit balance(s) to the account(s) with the oldest unpaid Charges. If a Disputed Amount is found to be owed, any withheld amount must be paid within five days after notification by Verizon to Customer of that determination. If Customer does not give Verizon notice of a Disputed Amount with respect to Charges or the application of Taxes within six months after the Due Date, the invoice will be deemed to be correct and binding on Customer.
- 2.7 **Past Due Amounts.** Amounts not paid on or before the Due Date are past due, and will accrue interest from the Due Date until payment at the rate of: (a) 1.5% per month (compounded monthly); or, where that rate is not permitted by applicable law or regulation (b) the maximum amount allowed. Without prejudice to any other rights under applicable law or regulation, Verizon may exercise its rights of termination or suspension in accordance with the Agreement in respect of any past due amount other than Disputed Amounts. Customer agrees to pay Verizon its reasonable expenses, including legal and collection agency fees, incurred in enforcing its rights under the clause entitled Charges, Payment, and Taxes.
- 2.8 **Taxes.** Verizon will exempt Customer from Taxes in accordance with law and regulation, after receiving a valid tax exemption certificate. If Customer is required by law or regulation to make any deduction or withholding from any payment, then the gross amount payable by Customer to Verizon will be increased so that, after any such deduction or withholding, the net amount received by Verizon will not be less than Verizon would have received had no such deduction or withholding been required. In addition, Verizon may adjust or introduce Governmental Charges in order to recover amounts it is required or permitted by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs.

### 3. TERMINATION, AND CONSEQUENCES OF TERMINATION

#### 3.1 **Customer Termination for Convenience**

- 3.1.1 **Termination Notice.** Unless otherwise specified in the Agreement and subject to the clauses entitled Consequences of Termination, Verizon Enterprise Center (VEC) Termination Requirement and Notices, Customer may terminate the Agreement or Services at any time for Convenience upon providing to Verizon no less than 30 days' notice.
- 3.1.2 **Date of Termination.** Termination for Convenience takes effect on the end of the period of notice.
- 3.1.3 **Verizon Enterprise Center (VEC) Termination Requirement.** Customer may only terminate Services for Convenience by completing Verizon's standard form via the VEC online portal at [verizonenterprise.com](http://verizonenterprise.com), as such URL may be updated from time to time. Any other means of providing notice (including, without limitation, postal mail or email to Customer's account representative) has no effect, even if actually received by Verizon.

3.2 **Verizon Termination for Convenience.** Verizon may terminate a Service or the Agreement for Convenience on 60 days' notice to Customer. Verizon may also terminate a Service as specified in a Service Attachment.

3.3 **Termination for Cause or Insolvency**

3.3.1 **Cause.** Either Party may terminate for Cause immediately, by notice (i) the Agreement where the Cause has application to all Services then provided under the Agreement, or (ii) the affected Services.

3.3.2 **Insolvency.** Either Party may immediately terminate by notice either the Agreement or any affected Services (to the extent permitted by applicable law and regulation) if the other Party experiences an Insolvency Event.

3.4 **Consequences of Termination**

3.4.1 **Consequences of Termination for Convenience.** If the Agreement or a Service is terminated by Customer for Convenience, Customer shall pay or refund to Verizon, as applicable, without set off or deduction, the following with respect to each of the terminated Services: (i) all accrued but unpaid Charges incurred up to and including the date of such termination, and (ii) a pro rata portion of credits and waivers received by Customer hereunder (except credits for Services failures, foreign tax credits (if any), and any other credits or waivers explicitly excluded elsewhere).

3.4.2 **Consequences of Termination by Verizon for Cause/Insolvency.** Where the Agreement or a Service is terminated by Verizon for Cause or due to an Insolvency Event affecting Customer, then Customer shall pay or refund, as applicable, without set off or deduction, the amounts set out in the clause entitled Consequences of Termination for Convenience. The termination liability provided in this clause is without prejudice to any other rights or remedies available to Verizon under the Agreement or otherwise in law or regulation.

4 **AVAILABILITY OF SERVICES.** If Verizon cannot fulfill an Order (after the Commencement Date) for reasons other than Force Majeure Event, after making commercially reasonable efforts to fulfill such Order, Verizon will notify Customer as soon as possible and where available, Verizon will advise Customer of any alternative Service offerings. In any event, Verizon will have no further obligation to provide the Service under that Order.

5 **SERVICE LEVEL AGREEMENT (SLA).** Verizon reserves the right to amend any applicable SLA from time to time effective upon posting of the revised SLA to the URL where the SLA is set out or other notice to Customer, provided that in the event of any amendment resulting in a material reduction of the SLA's service levels or credits, Customer may terminate Services without termination liability (except for payment of all Charges up to the effective date of the termination of any such Services) by providing Verizon at least 30 days' notice of termination during the 30 days following the posting or notice of such amendment, as applicable. Customer is not entitled to terminate if, within 30 days of receipt of Customer's notice, Verizon agrees to amend the relevant SLA so that the affected SLA service levels and credits are *not materially reduced for Customer*. The SLA sets forth Customer's sole remedies for any claims in respect of Services to which the SLA relates. Verizon records and data are the basis for all SLA calculations and determinations.

6 **EVOLUTION OF SERVICES.** The Parties acknowledge that Verizon's services will evolve over time and consequently Verizon may introduce new services to replace existing Services or cease to offer new instances of a Service in whole or in part. Accordingly, Verizon may terminate Services without liability upon not less than six months' written notice in the event that it generally decommissions any Services (that is, ceases to provide such Services on a commercial basis to its customers). Verizon may cease to offer new instances of a Service in whole or in part at any time. Where available, Verizon will advise Customer of any alternative service offerings that have comparable technical characteristics.



## 7 LIABILITY

7 1 **Liability - Limitations.** Subject to the clauses entitled Liability - Exclusions and Liability - Inclusions

7 1 1 **Aggregate Liability** The aggregate liability of either (a) Customer, its Affiliates and Participating Entities, or (b) Verizon and its Affiliates, to the others collectively for any and all Events in an Annual Period is limited to an amount equal to 12 times the Average Monthly Charges For the purpose of this clause and calculation, where (i) an Event gives rise to a number of separate liabilities, claims or causes of action, and/or (ii) there is a series of connected Events, such will be considered a single Event and will be deemed to have occurred in the Annual Period in which the first Event occurred

7 1 2 **CPE Liability.** The entire liability of Verizon and its Affiliates for Events arising in connection with the sale of CPE is limited to the Charges for the specific CPE giving rise to the particular Event This clause operates independently to (and to the exclusion of) the aggregate liability limitation detailed in the clause entitled Aggregate Liability

7 2 **Liability - Exclusions** Subject to the clause entitled Liability - Inclusions below, neither (a) Customer, Customer Affiliates and Participating Entities, nor (b) Verizon and Verizon Affiliates, will be liable to the others for any (i) special damages, (ii) incidental damages, (iii) exemplary damages, (iv) punitive damages, (v) indirect and/or consequential loss, (vi) loss of profits, (vii) loss of sales or business, (viii) loss of contract, (ix) loss of value, (x) loss of revenue, (xi) loss of use, (xii) loss of goodwill, (xiii) damage to reputation, (xiv) loss of data, (xv) loss of anticipated savings, or (xvi) business interruption

7 3 **Liability - Inclusions** Nothing in this Agreement operates to exclude or limit any of the following and these amounts will not be counted in assessing whether the aggregate liability limitation in the clause entitled Liability - Limitations has been reached (a) any liability relating to bodily injury (including death) caused by a Party's negligence, (b) any liability resulting from a party's fraud or fraudulent misrepresentation, (c) any liability that cannot be limited under applicable law or regulation, including but not limited to mandatory local law, (d) any indemnification obligation under the Agreement, (e) damages, including in respect of loss of or damage to real property or tangible personal property, resulting from gross negligence or intentional tortious conduct of a Party, (f) any liability of Customer and Participating Entity in respect of non-payment, including any claim for interest

## 8 PERSONAL DATA AND CONFIDENTIALITY

### 8 1 **Personal Data**

8 1 1 **Protection Measures.** Verizon will implement appropriate technical and organizational measures to protect Personal Data against accidental or unlawful destruction or accidental loss, alteration or unauthorized disclosure or access

## 9 CUSTOMER OBLIGATIONS

9 1 **Physical Access to Customer Site** Where Verizon or its third party providers require access to a Customer Site, Customer will grant or will procure the grant to Verizon or its third party provider such access including all licenses, waivers and consents as necessary to install, construct or use space in the building risers, innerduct, or conduit from the property line to the Customer Site and to install, replace, operate and maintain Service Equipment at the Customer Site Customer will advise Verizon in writing of all health and safety rules and regulations and any other reasonable security requirements applicable at the Customer Site

9 2 **Assistance.** Customer will provide Verizon with such facilities, information and co-operation as Verizon may reasonably require to perform its obligations or exercise its rights under the Agreement or an Order, including with respect to Verizon's implementation of new processes or systems

9.3 **Service Equipment.** Where Verizon provides Service Equipment, Customer warrants and undertakes that it will (a) use the Service Equipment only for the purpose of receiving Services and in accordance with Verizon's reasonable instructions from time to time and/or any Software license that may be provided with the Service Equipment, (b) not move, modify, relocate, or in any way interfere with the Service Equipment or Verizon Facilities, (c) insure and keep insured all Service Equipment against theft and damage, (d) not create or allow any charges, liens, pledges or other encumbrances to be created over the Service Equipment, (e) permit Verizon to inspect, test, maintain and replace the Service Equipment at all reasonable times, (f) comply with Verizon's reasonable instructions, at Customer's own expense, in relation to the modification of the Customer Equipment to enable Customer to receive Services, and (g) upon termination of any of the Services, follow Verizon's reasonable instructions with respect to the return of the Service Equipment including allowing Verizon access to each Customer Site to remove the Service Equipment. Should any construction or alteration to a Customer Site have occurred to facilitate any Services, Verizon is not obliged to restore that Customer Site to the same physical state as prior to delivery of the Services. Customer is liable for any and all damage to Service Equipment or Verizon Facilities which is caused by (i) the act or omission of Customer or Customer's breach of the Agreement or an Order, or (ii) malfunction or failure of any equipment or facility provided by Customer or its agents, employees, or suppliers, including but not limited to the Customer Equipment. Verizon is not liable for any costs incurred by Customer arising out of any malfunction or failure of any such equipment or facility, including Customer Equipment.

10 **USE OF SUBCONTRACTORS/AFFILIATES.** Without releasing it from any of its obligations, Verizon may at any time utilize the services of one or more Verizon Affiliates or subcontractors in connection with the performance of its obligations.

11 **RESALE OF SERVICES.** Customer may not resell, charge, transfer or otherwise dispose of Services (or any part thereof) to any third party unless explicitly detailed otherwise in the Agreement. The application of this clause is subject to applicable law and regulation.

12 **CONTENT DISCLAIMER.** Verizon exercises no control over and has no responsibility for the accuracy, quality, security or other aspect of any Content accessed, received, transmitted, stored, processed or used through Verizon Facilities or any Services (except to the extent particular Services explicitly state otherwise). Customer is solely responsible for selecting and using the level of security protection needed for Content including without limitation Customer Data, individual health and financial Content.

13 **GENERAL**

13.1 **Import and Delivery.** In jurisdictions where Verizon has an established legal presence, delivery of Service Equipment will be Delivered Duty Paid (DDP) to a Customer Site unless stated elsewhere in the Agreement or delivery under the DDP term is not available. In situations where delivery under the DDP term is not available delivery of Service Equipment will be Delivered At Place (DAP) to a Customer Site. In the Philippines, delivery of Service Equipment will be Free Carrier (FCA) [Customer designated port]. For avoidance of doubt, in all cases for import into the Philippines, Customer will act as the importer of record or otherwise cause the Service Equipment to be imported.

13.2 **Injunctive Relief.** Nothing in the Agreement precludes either Party from seeking interim, interlocutory or permanent injunctive relief on an urgent basis from any court of competent jurisdiction.

13.3 **Notices.** Except as set out in the clause entitled Verizon Enterprise Center (VEC) Termination Requirement, all notices (including notices to terminate the Agreement for Convenience) must be in writing and sent to the notice address specified below and for Customer, as specified, or if no such address is specified, the registered address of Customer. Notice may be transmitted via any of email, overnight courier, hand delivery, a class of certified or registered mail that includes proof of receipt or, for Verizon only, via invoice message. Notice sent in accordance with this clause is effective when





received, except for email notice, which is effective the Business Day after being sent.

<b>Verizon Business Services on behalf of Verizon Select Services Inc.</b> 10000 Park Meadows Drive Lone Tree, CO 80124 Attn: Customer Service Email: <a href="mailto:notice@verizon.com">notice@verizon.com</a> With a subject of "OFFICIAL LEGAL NOTICE"	with a copy to <b>Verizon Business Services on behalf of Verizon Select Services Inc.</b> 111 Main Street White Plains, New York 10601 Attn: Vice President & Deputy General Counsel
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- 13.4 **Applicability of Terms.** If any of the provisions of the Agreement are held by any entity of competent jurisdiction to be unenforceable, the remainder of the Agreement remains enforceable. Failure or delay to exercise or enforce any right under the Agreement is not a waiver of that right. Certain provisions are intended by their nature to survive expiration or termination (including, without limitation, the clauses entitled Liability and Personal Data and Confidentiality). The Agreement may not be amended except by a written instrument that both Parties agree to be bound by (whether by execution or some other method).
- 13.5 **No Third Party Beneficiaries.** No right or cause of action for any third party is created by the Agreement or any transaction under it.
- 13.6 **Force Majeure.** Any failure by a Party to perform an obligation, (other than a failure to make payment), under the Agreement that is the result of a Force Majeure Event is not a breach of the Agreement. A Party claiming non-performance from a Force Majeure Event must promptly provide the other Party notice of the relevant details, and the obligations of the notifying Party are suspended to the extent caused by the Force Majeure Event. The time for performance of the affected obligation will be extended by the delay caused by the Force Majeure Event. If the affected Party is prevented by the Force Majeure Event from performing its obligation(s) with respect to a Service for 30 days either Party may in its sole discretion immediately terminate such Service with notice to the other Party; provided that in the case of termination by Customer, Customer first provides Verizon a reasonable opportunity to replace the affected Service with comparable Service(s). Upon such termination, Verizon is entitled to payment of all accrued but unpaid Charges incurred through the date of such termination. The Parties will otherwise bear their own costs and Verizon will be under no further liability or obligation to perform the Service affected by the Force Majeure Event.
- 13.7 **Counterparts and eSign.** Where a signature is required, an Order or the U.S. Services Agreement may be executed in one or more counterparts, each of which is deemed to be an original, but together constitutes one instrument. The Parties agree that an Order or the U.S. Services Agreement may be executed by eSign if available.
- 13.8 **Order of Precedence.** The order of precedence (in descending priority) is: CRFQ 0603 ADJ2200000019 and USSA. Within the USSA, the order of precedence is: Master Terms, Service Attachments and Pricing. In the case of any inconsistency, the USSA takes precedence over Orders.
- 13.9 **Entire Agreement.** The Agreement: (a) expresses the entire understanding of the respective Parties with respect to their subject matter; (b) supersedes all prior or contemporaneous representations, solicitations, offers, understandings or agreements regarding their subject matter which are not fully expressed herein; and (c) contains all the terms, conditions, understandings, and representations of the Parties. Any terms and conditions sent to Verizon by Customer as a purchase order or otherwise, are void and of no effect and, will not supersede any terms and conditions in the Agreement.
- 13.10 **CPNI Consent for Marketing.** Verizon wants to offer Customer customized solutions to support Customer's business needs. To facilitate this, Customer consents to the use and sharing of CPNI (Customer Proprietary Network Information) within the Verizon family of Affiliates, and with third parties subject to non-disclosure protection, solely to offer current and future Verizon products and services.

Verizon protects the confidentiality of CPNI, which is information that identifies the quantity, technical configuration, type, destination, location, and amount of use of Customer's subscribed telecommunications and interconnected VoIP services, and related local and toll billing information. Customer has the right to refuse this consent, and doing so will not affect any existing Services. Customer may withdraw or limit its consent at any time via email at [cpni-notices@verizon.com](mailto:cpni-notices@verizon.com) and consent remains valid until updated by Customer.

**14. PROTECTION OF CUSTOMER U.S. CPNI AND PROVISION OF CUSTOMER CPNI TO AUTHORIZED CUSTOMER REPRESENTATIVE**

14.1 **Access and Use.** Verizon will protect the confidentiality of Customer CPNI in accordance with applicable U.S. laws, rules and regulations. Verizon may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, and regulations or the Agreement or an Order.

14.2 **Provision of CPNI Information.** Provided that Customer is served by at least one dedicated Verizon representative under the Agreement or an Order (that can be reached by Customer by means other than calling through a call center) and as permitted or required by applicable law and regulation, Verizon may provide Customer CPNI (including, without restriction, call detail) to representatives authorized by Customer ("Authorized Customer Representatives" as defined below) in accordance with the following.

14.3 **Means of Provision.** Verizon may provide Customer CPNI to Authorized Customer Representatives via any means authorized by Verizon that is not prohibited by applicable laws, rules, or regulations, including, without restriction: to Customer's email address(es) of record (if any) or other email addresses furnished by Authorized Customer Representatives, to Customer's telephone number(s) of record or other telephone numbers provided by Authorized Customer Representatives, to Customer's postal (U.S. Mail) address(es) of record or to other postal addresses furnished by Authorized Customer Representatives, or via Verizon's online customer portal or other online communication mechanism.

14.4 **Notice of Authorized Customer Representatives.** Authorized Customer Representatives include Customer employees, Customer agents, or Customer contractors, other than Verizon, who have existing relationships on behalf of Customer with Verizon customer service, account, or other Verizon representatives and all other persons authorized in written notice(s) (including email) from Customer to Verizon. Authorized Customer Representatives shall remain such until Customer notifies Verizon in writing that they are no longer Authorized Customer Representatives as described below. Customer agrees, and will cause Authorized Customer Representatives, to abide by reasonable authentication and password procedures developed by Verizon in connection with disclosure of Customer CPNI to Authorized Customer Representatives.

14.5 **Necessary Information.** Customer's notices of authorization or deauthorization must be sent to Verizon's service or account manager, and must contain the following information:

- (a) name, title, postal address, email address, and telephone number of the person authorized or deauthorized
- (b) that the person is being authorized, or is no longer authorized, (as applicable) to access CPNI
- (c) full corporate name of the Customer whose CPNI (and whose Affiliates' CPNI) the person can access (or can no longer access, if applicable)

14.6 **CPNI Authorizers.** At all times that the Agreement or an Order for Services to be delivered in the U.S. is in effect, Customer may designate in a form provided by Verizon and returned to Verizon (all containing the same data elements listed below) up to three representatives ("CPNI Authorizers") with the power to name Authorized Customer Representatives who may access CPNI under the Agreement or an Order as well as additional CPNI Authorizers. Additions or removals of CPNI Authorizers will be effective within a reasonable period after Verizon has received a signed writing of the change, including the affected person(s)' name, title, postal address, email address and telephone number. The person who executes the Agreement or Order will be a CPNI Authorizer and may add or remove CPNI Authorizers for that Customer and for its Participating Entities.

15 **DEFINITIONS.** Capitalized terms contained in the Agreement are defined as follows

"+" after a Service name indicates the Service is an Optimized Service

"Acceptance Date" as used in any Order or Service Attachment, means Activation Date

"Affiliate" means any entity or person controlled by, controlling, or under common control with Verizon or Customer, as applicable

"Agreement" means the U S Services Agreement together with all Orders entered into pursuant thereto

"Annual Period" means the 12 month period beginning on the Commencement Date of the U S Services Agreement, and each anniversary thereafter

"ARC" means annually recurring Charges

"Average Monthly Charges" means all Charges (save for any Charges relating to the sale of CPE) which (i) have been invoiced, and (ii) will be invoiced during the relevant Annual Period to Customer and its Participating Entities under the Agreement and calculated as a monthly average across the Annual Period

"Business Day" means a day other than a Saturday and Sunday, or other customary rest day(s), and national holiday(s) in the jurisdiction of the Customer Site

"Cause" means a breach by the other Party of any material provision of the Agreement (including in relation to a particular Order) which (i) is incapable of remedy, or (ii) if capable of remedy, remains uncured for 30 days from written notice of such breach, or (iii) in the case of Customer's failure to pay any past due amount, 10 days from notice of such failure

"Charges" means all amounts owed by Customer relating to the provision of Services as set out in the Agreement

"Commencement Date" means (a) for the U S Services Agreement, the date on which both Parties agree to be bound by (whether by execution or some other method) the U S Services Agreement, (b) for any Order (including in relation to a renewed Service), the date on which both Parties agree to be bound by (whether by execution or some other method) the Order or Verizon commences performance, whichever is the earlier, and (c) for a NSS the date that the Order is acknowledged by Verizon email to Customer

"Confidential Information" means information (in whatever form) (a) designated as confidential, (b) relating to the Agreement including the existence of the Agreement itself, (c) relating to the Party's business affairs, customers, products, developments, trade secrets, intellectual property rights, know-how or personnel, or (d) received or discovered at any time that the Agreement is in effect, or otherwise in connection with the Agreement, by a Party (including through an Affiliate or other agent), which information should reasonably have been understood as Confidential Information of the Party (or one of its Affiliates or subcontractors), either because of legends or other markings, the circumstances of disclosure or the nature of the information itself Confidential Information does not include information that (i) is in the possession of the receiving Party free of any obligation of confidentiality at the time of its disclosure, (ii) is or becomes publicly known other than by a breach of this provision, (iii) is received without restriction from a third party free to disclose it, or (iv) is developed independently by the receiving Party without reference to the Confidential Information



"Content" means anything that can be accessed, received, transmitted, stored, processed or used – (whether actively or passively) - including any form of information, audio, image, computer program or other functionality

"Contract" has the same meaning as an effective and binding Order

"Contract Year" means the 12 month period as set forth in the Agreement

"Convenience" means the right of a Party to terminate a Service or the Agreement (as relevant) as detailed in the clauses entitled Customer Termination for Convenience and Verizon Termination for Convenience

"CPE Services" means CPE related deployment, maintenance, assessment, rental, lease and other service furnished to Customer in connection with the CPE, Software or Customer Equipment

"Customer" means the non-Verizon entity that agrees to be bound by (whether by execution or some other method) the U S Services Agreement or an Order, as the context requires

"Customer Data" means data of Customer or its end users that Verizon receives, stores or processes by virtue of providing the Services A reference to Customer Data will include Personal Data where applicable

"Customer Equipment" means any equipment, systems, software, cabling and facilities provided by or on behalf of Customer and used in conjunction with the Services at a Customer Site Ownership of the Customer Equipment will not at any time vest in Verizon or a Verizon Affiliate

"Customer Premises Equipment" or "CPE" means any equipment, systems, Software, cabling and facilities, including without limitation, handsets and other related materials, which is sold or otherwise furnished by Verizon to Customer as itemized in an Order

"Customer Site" means the location specified by Customer at which Services are to be provided

"Disputed Amount" means an amount which Customer disputes A Disputed Amount may relate to the whole or part of an invoice(s)

"Due Date" means the date on which payment for Service by Customer is to be received by Verizon as set out in the Agreement

"eSign" means the process designated by Verizon which permits an Agreement or Order to be executed electronically by Customer without the need for a hard copy signature

"Eligible Charges" means all Charges, after application of all discounts and credits, incurred by Customer and its Participating Entities, specifically excluding (a) Taxes, (b) Charges for CPE and CPE Services, (c) Third Party charges where Verizon or Verizon Affiliates act as agent for Customer in its acquisition of Services, (d) NRCs, (e) Governmental Charges

"Emergency Works" mean works, the execution of which, at the time it is proposed to be executed, is required to put an end to, or prevent, the arising of circumstances then existing or imminent that are likely to cause (a) danger to persons or property, (b) the interruption of any Services provided by the Verizon Facilities, (c) substantial loss to Verizon or any third party, and/or (d) such other works as in all the circumstances it is reasonable to execute with those works

"Event" means any incident, event, statement, act or omission giving rise to any liabilities, claims or causes of action under or in connection with the Agreement including (but not limited to) contract,

warranty, tort (including negligence), strict liability, misrepresentation, breach of statutory duty, breach of warranty or otherwise

"Financial Security" means a cash deposit, director's guarantee, company guarantee, letter of credit from an approved financial institution, or bank guarantee, or any combination of these

"Force Majeure Event" means an event beyond the reasonable control of the Party affected, including, but not limited to, acts of God, sanctions, embargoes, governmental restrictions, strikes, riots, insurrection, wars or other military action, civil disorders, acts of terrorism, rebellion, epidemics, fires, explosions, accidents, floods, vandalism, cable cuts and sabotage. Market conditions or fluctuations are not Force Majeure Events

"Governmental Charges" means charges that Verizon is required or permitted to collect from or pay to others, by a governmental or quasi-governmental authority, which include, but are not limited to, Universal Service Fund charges and payphone use charges, or any successor of any such charges

An "Insolvency Event" occurs when a Party (i) files for bankruptcy, (ii) becomes or is declared insolvent, or is the subject of any bona fide proceedings related to its liquidation, administration, provisional liquidation, insolvency or the appointment of a receiver or similar officer for it, (iii) passes a resolution for its voluntary dissolution or liquidation, (iv) has a receiver or manager appointed over all, or substantially all, of its assets, (v) makes an assignment for the benefit of all, or substantially all, of its creditors, (vi) enters into an agreement or arrangement for the composition, extension, or readjustment of all, or substantially all, of its obligations or any class of such obligations, (vii) becomes incapable of paying its undisputed debts when due, or (viii) experiences an event analogous to any of the foregoing in any jurisdiction in which any of its assets are situated

"License" means a personal, non-exclusive, non-transferable, non-sublicensable license to use Software, in object code form only, solely in connection with Services for Customer's internal business purposes on Customer-owned or Customer-leased equipment

"Master Terms" means the terms and conditions set out in this document, including any Addendum to the Master Terms but excluding any Schedules. The Master Terms may also be referred to as the Online Master Terms

"MRC" means Recurring Charges that are invoiced monthly

"Normal Business Hours" or "Normal Working Hours" or "Business Hours" means the hours between 8 am and 5 pm on Business Days in the time zone of the Customer Site. Verizon may vary Normal Business Hours by notice to Customer at any time

"NRC" means non-Recurring Charges – that is one time Charges

"NSS" means No Sign SOF and refers to an Order which is accepted by Verizon via the NSS Process

"NSS Process" means the process set out in the Agreement in the clause entitled No Sign SOF (NSS) Process

"Optimized Service" means any Service, Software and CPE (including any CPE Services) optimized for Verizon's automation platform, which is indicated by '+' after the Service name (e.g., 'Private IP +'). The '+' is not a part of the Service name

"Order" means a Customer request for one or more Services that is delivered by Customer to Verizon and effective and binding upon the Commencement Date



"Participating Entity" means an entity authorized by the Customer entity that agrees to be bound by (whether by execution or some other method) the U.S. Services Agreement under Verizon's processes to contract for Services via an Order in Participating Entity's own name subject to the terms of the Agreement.

"Party" means the particular Verizon or Customer entity that agrees to be bound by (whether by execution or some other method) the U.S. Services Agreement or an Order, as applicable and "Parties" will be construed accordingly.

"Personal Data" means data the use, processing or transfer of which is regulated by law or regulation applicable to Verizon as personal data/personally identifiable information.

"Privacy Policy" means the applicable Verizon Privacy Policy set out at [www.verizon.com/about/privacy/full-privacy-policy](http://www.verizon.com/about/privacy/full-privacy-policy).

"Recurring Charges" means Charges for Services that are invoiced at regular intervals such as monthly or annually.

"Services" means the specific services, and CPE (including any CPE Services) provided under the Agreement and may include Third Party Services.

"Service Activation Date" means the same as Activation Date.

"Service Attachment" means an online or paper document containing the terms for one or more Services. A Service Attachment may also be referred to as an Online Service Attachment, an Attachment or Service Terms.

"Service Equipment" means any equipment, Software, systems, cabling and facilities provided by or on behalf of Verizon and used to facilitate provision of the Services at a Customer Site. Ownership of the Service Equipment does not pass to Customer. Service Equipment does not include Verizon Facilities.

"Service Order Form" or "SOF" is a type of Order.

"Software" means any software and any related documentation provided to Customer as part of the Services and includes both Verizon and Third Party software.

"Tariff" means, where applicable, the tariffs on file as amended from time to time with the appropriate national or regional governmental body governing the rates and/or terms and conditions of Services that are subject to tariff filings, as applicable.

"Tax" and "Taxes" means applicable federal, state, local, foreign, sales, use, excise, utility, gross receipts, value-added and other taxes, tax-like charges, and tax-related and other surcharges.

"Third Party" means a third party vendor from whom Verizon sources products and services including CPE and CPE Services.

"United States" or "U.S." means the 50 states, the District of Columbia, and the U.S. Territories.

"U.S. Service Agreement" or "USSA" means the agreement entered into by Verizon and Customer excluding Orders but including applicable Definitions. The USSA sets out the terms that Customer and Verizon agree will apply to all Orders under it. The USSA may be referred to by another title such as the Master Service Order Form to the U.S. Service Agreement.



"U S Services" means Services provided pursuant to an Order where the Verizon entity that executes the Order is legally organized in the U S

"U S Territories" means Puerto Rico, the U.S. Virgin Islands, Guam, the Commonwealth of the Northern Mariana Islands, and American Samoa

"Verizon" means the Verizon entity that is the contracting party to the U S Services Agreement or an Order as the context requires (including by way of a permitted assignment) For a standard contract not actually signed by Verizon, the relevant U S Verizon entity is identified in the Service Attachment

"Verizon Facilities" or "Network" means any network or system, cable, transmission facility owned or leased by Verizon, or operated or managed on behalf of Verizon, excluding Service Equipment

Parties	
<b>Customer:</b> ADJUTANT GENERAL'S OFFICE	<b>Verizon:</b> Verizon Select Services Inc (Verizon)
<b>Registered Office Address:</b> 1703 COONSKIN DR CHARLESTON, WV 25311-1025 USA	<b>Registered Office Address:</b> One Verizon Way Basking Ridge, NJ 07920 USA
<b>Registered No., ABN or CIN (if applicable):</b> N/A	<b>Registered No. or ABN (if applicable):</b> Not applicable
<b>VAT/GST/Consumption Tax Number (if applicable):</b> N/A	<b>VAT/GST/Consumption Tax Number (if applicable):</b> N/A
<b>Additional Legal Entity Information (if applicable):</b>	<b>Additional Legal Entity Information (if applicable):</b> Not applicable
<b>Address for Notices:</b> 1703 COONSKIN DR CHARLESTON, WV 25311-1025 USA david h pauline@wv.gov	<b>Address for Notices:</b> Verizon Business Services on behalf of Verizon Select Services Inc 10000 Park Meadows Drive Lone Tree, CO 80124 Attn Customer Service Email notice@verizon.com With a subject of "OFFICIAL LEGAL NOTICE"

## SERVICE TERMS

The "+" following the Service name indicates it is an Optimized Service, it is not a part of the Service name  
 The absence of a "+" following the service name indicates it is a non-Optimized Service

### New Services

### Professional Services / Professional Services +

1 GENERAL



- 1 1 Service Definition
- 1 2 Customer Responsibilities
- 2 SUPPLEMENTAL TERMS
  - 2 1 Providing Entity
  - 2 2 Order Terms and Conditions
  - 2 3 Conditions
  - 2 4 Performance and Acceptance
  - 2 5 Hours of Performance
  - 2 6 Geographic Limitations
  - 2 7 Non-Solicitation of Employees
  - 2 8 Copyright and License
  - 2 9 Warranties and Disclaimers
  - 2 10 Third Party Products and Services
  - 2 11 Assessment Service Risks
  - 2 12 Collection of Netflow Data in Japan
- 3 FINANCIAL TERMS
  - 3 1 General
  - 3 2 Termination Liability
  - 3 3 Project Activation Delay
- 4 DEFINITIONS

## 1 GENERAL

- 1 1 **Service Definition.** Verizon Professional Services provide technical and consultative services plus reports or other Deliverables specified in the applicable Order. The applicable statement of work (SOW) is made part of the Order and references to Order in this Service Attachment include the SOW
  - 1 1 1 **Platforms.** Except where explicitly stated otherwise, these terms apply to Optimized Service (denoted with a "+" and sometimes referred to as Rapid Delivery) and non-Optimized Service
- 1 2 **Customer Responsibilities**
  - 1 2 1 **Assistance.** In addition to the Master Terms' assistance provisions, Customer will make available to Verizon (a) any systems to be tested (both physically and remotely), with normal operating throughput, (b) all system, policy, process or other documentation reasonably requested, (c) all necessary personnel (including Customer customers, business partners, and vendors, as appropriate) for meetings or interviews, and (d) emergency contact numbers, if requested, for emergencies occurring outside of Business Hours
  - 1 2 2 **Interconnection.** Customer will permit Verizon to connect diagnostic software and equipment (Diagnostic Facilities) to Customer Equipment for the purposes of performing the Professional Services. The Diagnostic Facilities are Service Equipment for the purposes of the Contract

## 2 SUPPLEMENTAL TERMS

- 2 1 **Providing Entity.** Professional Services are provided by the Verizon entity indicated in the applicable Order. Verizon controls the means, methods, places and time of its performance of the Professional Services (including the use of subcontractors and consultants). Nothing in the Order creates an employer-employee relationship between Customer and either Verizon or any employee or agent of Verizon
- 2 2 **Order Terms and Conditions.** Each Project is governed by an Order, this Service Attachment, and the Master Terms. Within an Order, the order of precedence (in descending priority) is (a) the service order form document and (b) the SOW. Verizon will document any request to change a SOW in a proposed Change Order to be executed by both Parties



- 2.3 **Conditions.** A SOW may identify Conditions on which the SOW is based. Each Party will notify the other promptly if it determines that a Condition has not been met or is unlikely to be met. If Verizon reasonably determines that an unmet Condition will adversely impact Verizon's performance or delivery of the Project (such as its likely costs, required effort, timelines, etc.), the Parties will work diligently to reach agreement on a Change Order to cure it, and Verizon may suspend work on the Project in the meantime (without limiting any other remedy it may have). The preceding sentence does not apply if Verizon reasonably could have caused the Condition to be met but did not. Otherwise, if a Condition is not met, and within 45 days the Parties have not agreed on a Change Order to cure it (starting from the date Verizon provides Customer a proposed Change Order), then Verizon may terminate the Order.
- 2.4 **Performance and Acceptance.** Notwithstanding any acceptance language in the Master Terms, unless otherwise agreed in a SOW, each Deliverable and the Project altogether are deemed accepted and complete upon the earlier of: (a) use by Customer, or (b) five days after delivery/performance, unless Customer promptly demonstrates to the reasonable satisfaction of Verizon that it fails to meet the Order requirements.
- 2.5 **Hours of Performance.** Unless otherwise agreed in a SOW, Professional Services will be performed during Business Hours. If Customer requests that Professional Services be performed during After Hours, Weekend Hours, or Holiday Hours, Customer will pay Verizon its applicable labor rate, as shown in the Order or as otherwise advised to Customer.
- 2.6 **Geographic Limitations.** Verizon reserves the right to decline a Customer request to provide Professional Services at any Customer Site if, in Verizon's sole discretion: 1) the Customer Site or country is unsafe for Verizon personnel, 2) applicable tax, regulatory laws, rules, or regulations render performance of Professional Services in a location unreasonable, impracticable, or impossible, or 3) Verizon is unable to obtain a necessary visa, entry permit, or similar authorization.
- 2.7 **Non-Solicitation of Employees.** The Parties will not directly solicit or recruit any employee involved in the performance of the Project to leave that employment, for at least twelve months after the Project ends, except with the prior written consent of the other Party. This restriction does not prevent a Party from employing any individual, whether or not an employee of the other Party, who has responded to a general public solicitation.
- 2.8 **Copyright and License**
- 2.8.1 **Customer Copyright.** As between Verizon (excluding its suppliers and contractors) and Customer, Customer owns the copyright in the part of the Deliverable that is Original Customer-Unique Content. All other intellectual property rights in the Deliverables, or based on them, are the sole and exclusive property of Verizon or its vendors.
- 2.8.2 **Verizon IP.** Verizon retains ownership, including worldwide intellectual property rights, in any and all (a) Deliverables, other than the copyright to the Original Customer-Unique Content, and (b) Verizon Underlying Materials that are incorporated into any Deliverable, such as templates, forms, and underlying methodologies.
- 2.8.3 **License.** For any Deliverables owned by Verizon and Verizon Underlying Materials incorporated into any Deliverable, Verizon grants to Customer a non-exclusive, worldwide, royalty-free license to use them for either: (i) the Service Commitment if such Deliverable is provided solely for use with or as part of the Professional Services, or (ii) perpetually, if such Deliverable is, by its nature and content, intended to be used after the provision of Professional Services, provided that Verizon may terminate that license if Customer is in breach of the Agreement, and Customer may use the Verizon Underlying Materials only as part of the Deliverable and not on a standalone basis. The Deliverables and Verizon Underlying Materials are Verizon Confidential Information and Customer agrees not to sublicense, distribute, sell, assign, decompile, reverse engineer, or otherwise attempt to access the source code.

of, modify, alter, or make derivative works of them. Customer grants Verizon, its Affiliates and their contractors a worldwide, non-exclusive, royalty free, non-transferable license to use, disclose, copy, display, and create derivative works of the Original Customer-Unique Content in performing a Project

## 2.9 Warranties and Disclaimers

2.9.1 **Verizon Warranty.** Verizon warrants that it will perform each Project in a good and workmanlike manner substantially in accordance with accepted industry standards, and that any Deliverables will comply with the specifications agreed to by the Parties in a SOW

2.9.2 **Customer Warranty.** Customer warrants that it owns all right, title, and interest in and to, or has the license for and the right to grant Verizon access to, any programs, systems, data, materials, IP addresses, domains or other information furnished by Customer to Verizon for the purpose of enabling Verizon to perform the Professional Services. Customer will ensure the accuracy of the IP addresses, domains, programs, systems, data, materials or other information furnished by Customer to Verizon. Customer represents and warrants that (a) it has and will continue to have full authority to consent to having the Professional Services provided, and (b) it has obtained in writing all authorizations necessary from any third party for Verizon to provide the Professional Services. Customer will indemnify, defend and hold harmless Verizon from any loss, damages, liabilities, costs and expenses (including reasonable legal fees and expenses and those of other professionals) incurred by Verizon as a direct or indirect result of Customer's breach of these representations and warranties and any representation and warranty clearly stated as such in a SOW

2.9.3 **Security Risk Mitigation.** The Parties acknowledge that Professional Services related to security are only one component of Customer's overall security program that it is impossible to detect, disclose and/or resolve every vulnerability or security hazard, and that Customer is always responsible for monitoring and managing its security environment and mitigating the risks associated with any potential or actual security hazard

2.10 **Third Party Products and Services.** Customer is solely responsible for determining the suitability of third party products and services, and Verizon has no liability therefor

2.11 **Assessment Service Risks.** Professional Services may include one or more of the following activities (a) testing the effectiveness of the business and security policies, training, procedures and controls of Customer's organization or the organization of a Customer's outside service provider or business partner, and of their respective personnel's security awareness, (b) penetration testing, ethical hacking, scanning, vulnerability assessment, war dialing, social engineering or similar activities, and (c) testing that is not authorized by Customer's network security policies so as to exploit security vulnerabilities to gain access to Customer's network and confidential security-related information (collectively Assessment Services) applied to IP addresses, network domains or segments, telecommunications, hardware, software or other utilities, applications, processes, data, groups or individuals targeted for Assessment Services (Service Target). These activities may test the effectiveness of the security policies, training, procedures and controls of Customer's organization or the organization of a Customer's outside service provider or business partner, and of their respective personnel's security awareness. They may also attempt to exploit security vulnerabilities to gain access to Customer's network and confidential security-related information. Customer acknowledges that in some circumstances, Assessment Services may result in adverse consequences and agrees to assume the risk of such consequences, including without limitation, performance degradation, unavailability of the Service Target, and loss of connection, data or utilities. Verizon will take reasonable steps to mitigate risks from Assessment Services. Customer agrees to indemnify, defend and hold harmless Verizon from any loss, damages, liabilities, costs and expenses (including reasonable legal fees and expenses and those of other professionals) incurred by Verizon as a direct or indirect result of Verizon's performance of the Assessment Services, including, without limitation, assessment of assets that are not controlled directly by Customer (e.g., servers hosted by third parties). This indemnity does not apply to the extent any such loss, damage, liability cost or expense arises from Verizon's actions or omissions



that are (i) knowingly outside the scope of the agreed-upon Assessment Services, or (ii) reckless, wanton, malicious, illegal or deliberately negligent

2.12 **Collection of Netflow Data in Japan.** Due to local legal requirements, Customer must purchase Internet services from Verizon in order to receive services that rely upon Verizon directly collecting live netflow data (e.g., Rapid Response Retainer) from network equipment on Verizon's public backbone network in Japan. In addition to other remedies at law and equity, Verizon may at any time terminate the affected service in Japan, if Verizon discovers that Customer has not purchased Internet services from Verizon or if Customer has terminated such Internet services

**3 FINANCIAL TERMS**

3.1 **General.** Customer will pay the charges stated in the applicable Order, which may include recurring, nonrecurring, work time (per hour), materials, travel, lodging, shipping, handling, insurance, administrative, and other charges. Subject to compliance with Customer's reasonable policies regarding substantiation of business expenses, Verizon may incur reasonable travel, lodging and other associated expenses in connection with the performance of a Project. Verizon may invoice these expenses monthly in arrears. Expenses that are incurred or reimbursed in a currency other than the currency of Customer's invoice (e.g., travel related expenses) will be converted to the currency of Customer's invoice using the Bloomberg BFIX rate effective eight Business Days before month-end of the month before the expense was incurred.

3.2 **Project Activation Delay.** In addition to the Activation Delay terms of the USSA, if Customer delays a Project for a planned assessment (onsite or remote) with less than 7 Business Day notice, Verizon may charge Customer up to \$10,000, per occurrence and/or per assessment activity, for losses it incurs when personnel assigned to the Project are unable to be reassigned to other projects. Such losses will be calculated by totaling the number of hours and the hourly rate for the impacted assigned personnel.

4 **DEFINITIONS.** The following definitions apply to Professional Services, in addition to those identified in the Master Terms

Term	Definition
After Hours	Work hours extending beyond Business Hours on a Business Day
Change Order	A formal Project change request that amends a SOW
Conditions	Assumptions, expectations and dependencies identified in a SOW
Deliverables	Reports or other deliverables specified in the applicable SOW and related Service Order
Holiday Hours	Work hours occurring during national holiday(s) in the jurisdiction of the Customer Site
Original Customer-Unique Content	The part of a Deliverable that is unique to Customer, first created by Verizon in the performance of a Project, and delivered to Customer under the Service Order
Project	The Professional Services under a particular SOW
Verizon Underlying Materials	Underlying materials owned by Verizon that are incorporated into any Deliverable, such as templates, forms, and methodologies, and that are not themselves specified as part of the Professional Services
Weekend Hours	Work hours occurring outside of Business Hours, After Hours, and Holiday Hours

**PRICING**

**NEW SERVICE(S)**

1 **PROFESSIONAL SERVICES + (OPTIMIZED)**



1.1 Service Charges

**Charges**

Order-based pricing is provided in Verizon's RFQ response