

January 11, 2022
Department of Administration
Purchasing Division
2019 Washington St E
Charleston, WV 25305

01/11/22 13:50:09
WV Purchasing Division

Attention: John W Estep
RE: DOT2200000078

Dear Mr. Estep:

Verizon is pleased to submit its proposal for Structured Cabling for District 7 in response to CRFQ 0803 DOT2200000078.

Verizon is the undisputed network leader. In wireless, we offer the largest 4G LTE network in America. For large businesses, Verizon is a global IP leader, operating one of the worlds' most connected public Internet backbone networks, delivering solutions that let customers securely connect, communicate and collaborate around the globe.

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

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

Sincerely,



Sandra Hawkins
Senior Client Partner
Authorized Contact
Verizon
304-356-3395/304-807-0207
sandra.k.hawkins@verizon.com



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
Info Technology

Proc Folder: 960647			Reason for Modification: ADDENDUM NO_3 Addendum No_3 to attach updated Materials List . Move question deadline to 01/05/2022..... See Page 2 for complete info
Doc Description: ADDENDUM NO_3 STRUCTURED CABLING FOR DISTRICT 7 (81220022)			
Proc Type: Central Contract - Fixed Amt			
Date Issued	Solicitation Closes	Solicitation No	Version
2021-12-17	2022-01-12 13:30	CRFQ 0803 DOT2200000078	4

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 (Verizon)

Address : 4700

Street : MacCorkle Av SE

City : Charleston

State : WV

Country :

Zip : 25302

Principal Contact : Sandra Hawkins

Vendor Contact Phone: 304-807-0207

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor Signature X  Anthony Recine, SVP **FEIN#** 16-1337624

DATE 01/10/2022

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

Reason for Modification:

ADDENDUM NO_3

Addendum No_3 to attach updated Materials List . Move question deadline to 01/05/2022 and Move Bid Opening to 01/12/2022

ADDITIONAL INFORMATION

ADDENDUM NO_3

Addendum No_3 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Transportation to establish a contract for the following:

The installation of structured cabling pathways and spaces systems. The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO

DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720

CHARLESTON
US

WV

SHIP TO

DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720

CHARLESTON
US

WV

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	NETWORK CABLING, INSTALLATION, TESTING & ACCEPTANCE				

Comm Code**Manufacturer****Specification****Model #**

83111601

Extended Description:

TO PROVIDE STRUCTURED CABLING NETWORK DISTRIBUTION SYSTEM, INSTALLATION, TESTING & ACCEPTANCE

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Pre-Bid Meeting District 7 HQ @ 10:00am	2021-12-08
2	Tech Questions due by 10:00am	2022-01-05

SOLICITATION NUMBER: CRFQ DOT2200000078

Addendum Number: 3

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT2200000078 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

Addendum to add Updated Materials List
Addendum to Move the Question deadline to 01/05/22
Bid Opening Moves to 01/12/2022 at 1:30pm

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.

Exhibit "C" MATERIALS LIST

WV State Department of Transportation District 7 Multipurpose Bldg. and Lab Bldg.

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

PART NUMBER	DESCRIPTION	UNIT	QUANTITY
12419-736	Chatsworth - 36" Wall Mount Cabinet _ OR EQUAL	Each	2
12804-701	Chatsworth - Fan Kit, 115 VAC, 100 CFM _ OR EQUAL	Each	2
760072959	Horizontal Trough Kit, 2 RU, 19 in, single Sided _ OR EQUAL	Each	8
760092452	CommScope GigaSPEED XL MGS600 Series Cat 6A U/UTP Info Outlet, 318-blue _ OR EQUAL	Each	175
760152595	CommScope GigaSPEED X10D 1100GS6 Evolve Cat 6A U/UTP Patch Panel, 48 port _ OR EQUAL	Each	2
760152587	CommScope GigaSPEED X10D 1100GS6 Evolve Cat 6A U/UTP Patch Panel, 24 port _ OR EQUAL	Each	2
760105338	CommScope GigaSPEED X10D 2091B ETL Cat6A U/UTP Cable, blue jacket, 1000 Ft _ OR EQUAL	1000 Ft.	25
UC1BBB2-0ZF003	CommScope Uniprise UNC-BL-3FT Modular Patch Cable 3FT Blue _ OR EQUAL	Each	50
UC1BBB2-0ZF005	CommScope Uniprise UNC-BL-5FT Modular Patch Cable 5FT Blue _ OR EQUAL	Each	50
UC1BBB2-0ZF010	CommScope Uniprise UNC-BL-10FT Modular Patch Cable 10FT Blue _ OR EQUAL	Each	50
UC1BBB2-0ZF014	CommScope Uniprise UNC-BL-14FT Modular Patch Cable 14FT Blue _ OR EQUAL	Each	25
760106880	CommScope 12 Strand Fiber Singlemode I/O Plenum (12 SM) _ OR EQUAL	Feet	2000
760109496	CommScope 360G2 Cartridge 12 LC TeraSPEED, Blue w/Pigtails _ OR EQUAL	Each	4
760193771	CommScope 360G2-1U-MOD-SD _ OR EQUAL	Each	2
760039867	CommScope RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray 1U Shelf _ OR EQUAL	Each	2
FEW LCLC42-MXF003	CommScope 3 FOOT - LC/LC Jumper Cable - SM _ OR EQUAL	Each	4
FEW LCLC42-MXF007	CommScope 7 FOOT - LC/LC Jumper Cable - SM _ OR EQUAL	Each	2
RGBHKIT14119.25	HAGER 1/4" X 1" X 19" RACK MOUNT KIT _ OR EQUAL	Each	2
SU1000RTXL2UA	TrippLite SmartOnline 1kVA Dble-Conversion UPS, 100/110/120V NEMA outlets _ OR EQUAL	Each	2
SNMPWEBCARD	TrippLite SNMP, Web or Telnet _ OR EQUAL	Each	2
ENVIROSENSE	TrippLite Environmental Sensor for use with Tripp Lite SNMPWEBCARD _ OR EQUAL	Each	2

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFO DOT2200000078

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

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

Addendum Numbers Received:

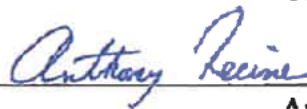
(Check the box next to each addendum received)

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

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

Verizon Select Services Inc

Company



Anthony Recine, SVP

Authorized Signature

01/10/2022

Date

NOTE: This addendum acknowledgment 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
Info Technology

Proc Folder: 960647

Doc Description: ADDENDUM NO_2 STRUCTURED CABLING FOR DISTRICT 7
(81220022)

Proc Type: Central Contract - Fixed Amt

Reason for Modification:

ADDENDUM NO_2
Addendum No_2 to add Pre Bid
Sign in sheet
to move question date to 12/27/21
to move See Page 2 for
complete info

Date Issued	Solicitation Closes	Solicitation No	Version
2021-12-16	2022-01-05 13:30	CRFQ 0803 DOT2200000078	3

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

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor
Signature X *Anthony Recine* Anthony Recine, SVP
FEIN# 16-1337624
DATE 01/10/2022

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

Reason for Modification:**ADDENDUM NO_2**

Addendum No_2 to add Pre Bid Sign in sheet
 to move question date to 12/27/21
 to move Bid Opening to 01/05/22
 ATTACH PLANS - on Header

ADDITIONAL INFORMATION**ADDENDUM NO_2**

Addendum No_2 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Transportation to establish a contract for the following:
 The installation of structured cabling pathways and spaces systems. The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO**SHIP TO**

DEPT. OF TRANSPORTATION
 1900 KANAWHA BLVD E,
 BLD. 5 RM-720

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CHARLESTON WV
 US

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 US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	NETWORK CABLING, INSTALLATION, TESTING & ACCEPTANCE				

Comm Code	Manufacturer	Specification	Model #
83111601			

Extended Description:

TO PROVIDE STRUCTURED CABLING NETWORK DISTRIBUTION SYSTEM, INSTALLATION, TESTING & ACCEPTANCE

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Pre-Bid Meeting District 7 HQ @ 10:00am	2021-12-08
2	Tech Questions dur by 10:00am	2021-12-27

SOLICITATION NUMBER: CRFQ DOT2200000078

Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFQ DOT22000000078 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Additional Documentation:

Addendum to add Prebid sign in sheets
Addendum to Extend the Question period to 12/27/21
Bid Opening Moves to 01/05/2022 at 1:30pm
Attach Drawings in Header

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: CRFQ-0803-DOT2200000078-2

Date of Pre-Bid Meeting: 12/08/2021

Location of Prebid Meeting: District 7 HQ @ 10:00AM

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 VSSI Verizon Select Services, Inc	Lawrence HOST	827 Fairmont Rd Suite 204 Morgantown, WV 26501	304-381-3969 304-904-8900	N/A	lawrence.host@verizon.com
MON VALLEY TECHNOLOGIES	Bob Bishop	3564 River Road Morgantown, WV 26501	304-288-0746	NA	rbishop@mvtech.us
Nitro Construction Services	Chris White	4300 1st Ave Nitro, WV 25143	304-204-1520	N/A	cwhite@nitrocs.com
Graybar Electric	Kevin Hypes	1010 Young St Charleston WV 25301	304-206-3600		Kevin.hypes@graybar.com

***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: CRFQ-0803-DOT2200000078-2

Date of Pre-Bid Meeting: 12/08/2021

Location of Prebid Meeting: District 7 HQ @ 10:00AM

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<u>Firm Represented:*</u>	<u>Rep Name (Printed):</u>	<u>Firm Address:</u>	<u>Telephone #:</u>	<u>Fax #:</u>	<u>Email:</u>
	Lawrence W. Host (Lance) RCDD/OSP/RTPM Client Solutions Architect			ROBERT E BISHOP, RCDD MON VALLEY TECHNOLOGIES	
	Verizon Enterprise Solutions 827 Fairmont Road, Suite 204 Morgantown, WV 26501			48 Monongahela Avenue Westover, WV 26501	
lawrence.host@verizon.com	Phone 304 284-0502 Mobile 304 904-8900			Office (304) 278-7773 Cell (304) 288-0746 rbishop@mvtech.us	
Chris White Project Manager cwhite@nitrocs.com			Kevin Hypes Comm/Data Sales Representative		
Cell 304.741.2330 Office 304.204.1500 Direct 304.204.1520 Fax 304.204.1350				1010 Young Street Charleston, WV 25301 Direct: 304-206-3424 304-344-2371 Cell: 304-549-9310 Toll Free: 800-333-2371 kevin.hypes@graybar.com	
4300 First Avenue, 2nd Floor P.O. Box 879 Nitro, West Virginia 25143-1001					

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ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DOT2200000078

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.

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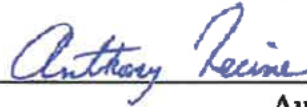
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Verizon Select Services Inc

Company



Anthony Recine, SVP

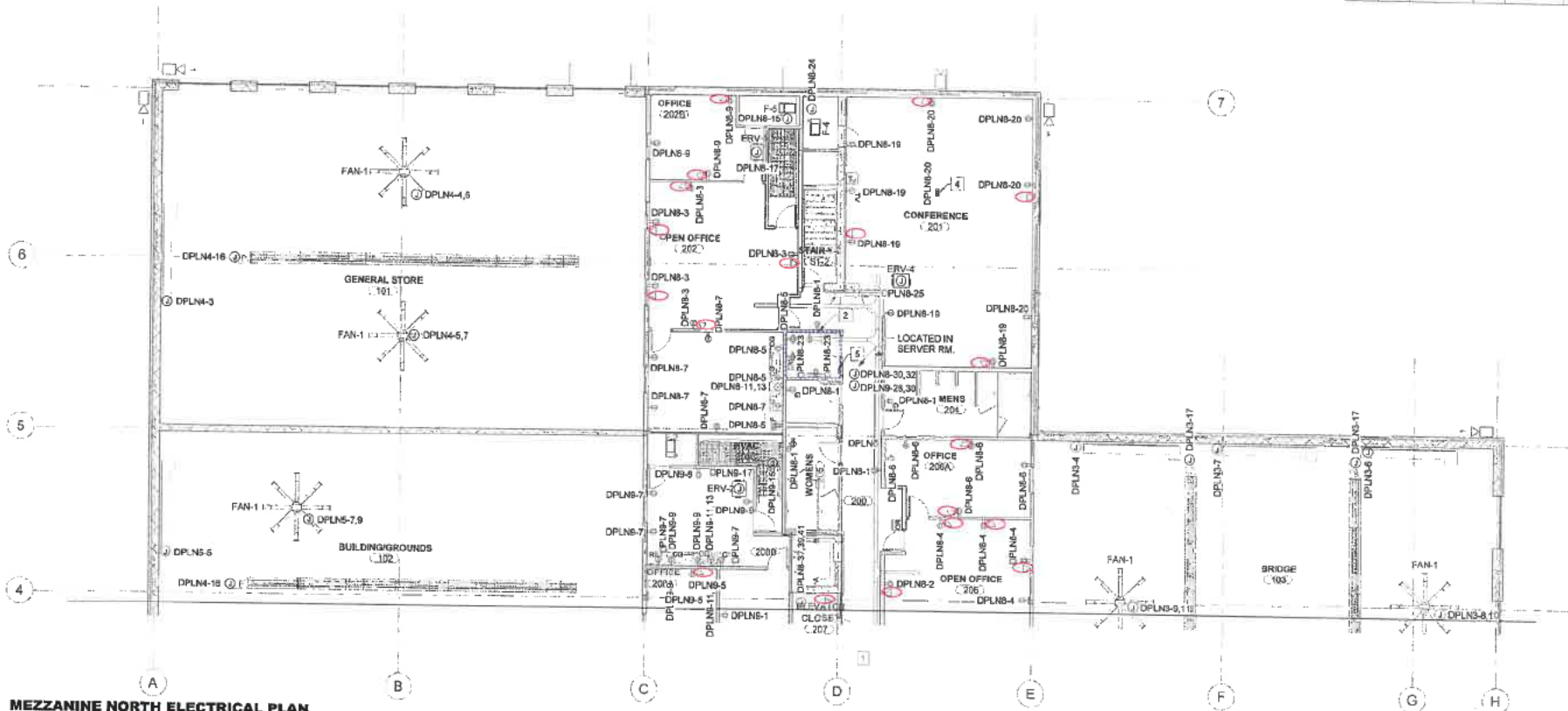
Authorized Signature

01/10/2022

Date

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

PUBLIC ROADS	STATE HIGHWAY	STATE ROUTE	LOCAL ROAD	COUNTY	SHEET NO.	TOTAL SHEETS
W.V.	7	CO21-HQ/1-1.00		LEWIS	148	156



MEZZANINE NORTH ELECTRICAL PLAN

1/8" = 1'-0"

18 Dual CAT6A
Drop Locations
Mezzanine
North

SHEET NOTES

1. PROVIDE ELEVATOR CONTROL SWITCH W/PILOT LIGHT, FIRE SAFETY INTERFACE RELAY, FIRE ALARM SHUNT TRIP MONITORING, & 2 SETS OF CONTACTS (INFORMING) EATON ES2TRZCP18 OR APPROVED EQUAL. F1 OPTION IS FOR FUTURE USE.
2. INSTALL (2) 3" CONDUITS W/ PULL STRING TO THIS LOCATION FOR 125000.
3. INSTALL 6"x2" WIRE BASKET CABLE TRAY (TYP).
4. 3 GANG FLOOR BOX, WIREMOLD 800 SERIES OR EQUAL. INSTALL DUPLEX RECEPTACLE IN ONE SPACE, 1" END TO ABOVE ACCESSIBLE CEILING IN 2ND SPACE, & 1" CONDUIT TO TV LOCATION IN 3RD SPACE.
5. INSTALL GROUND BAR, SEE GROUND BAR DETAIL.



ALPHA ASSOCIATES, INC.
207 PEARSON AVENUE
MORGANTOWN, WV 26401
PHONE/FAX: 204-251-6216
TOLL FREE: 800-445-2816
www.alphaassociates.com

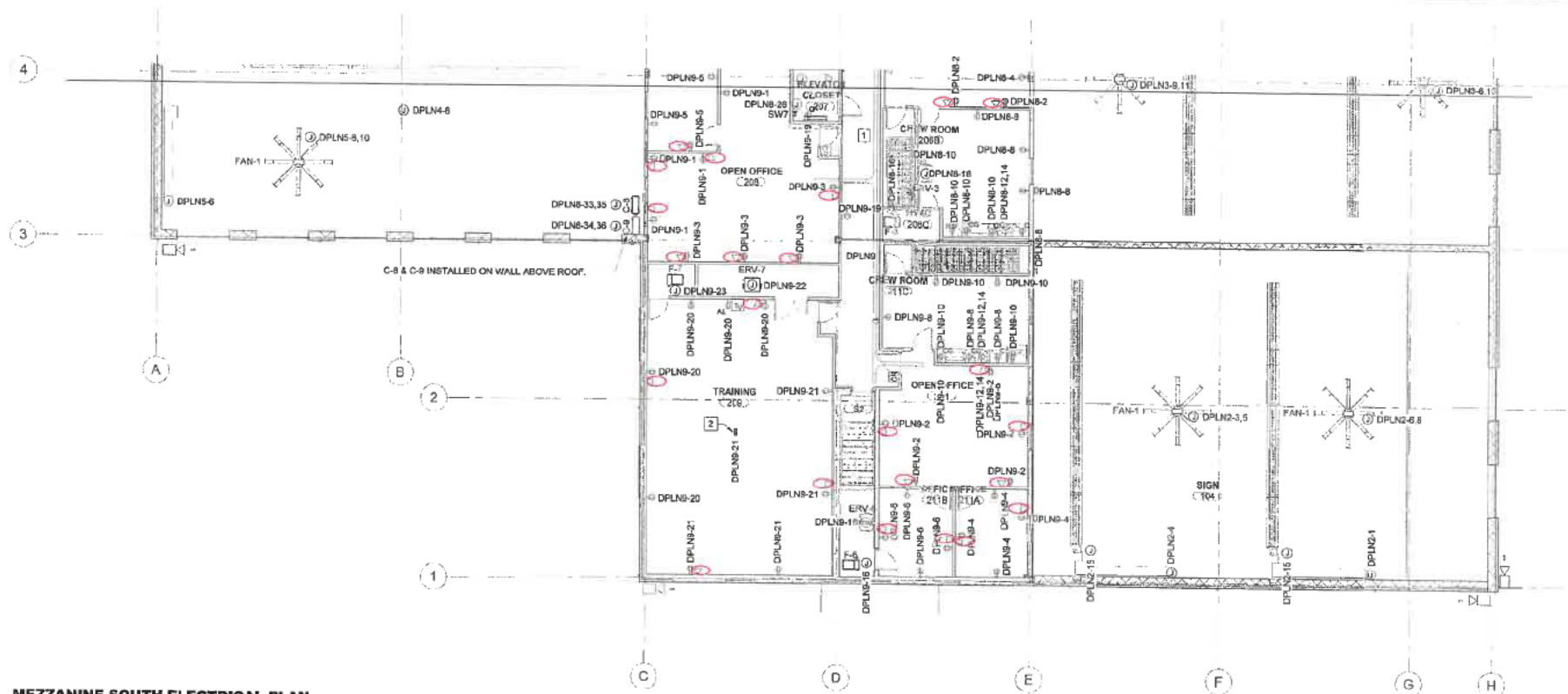
MILLER
310 800TH AVE.
HUNTSVILLE, WV 25806
PHONE: 204-251-2204

NO.	DATE	REVISIONS	DATE	BY

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
DISTRICT 7 MULTIPURPOSE BUILDING
ELECTRICAL PLAN

DATE: 11/02/2020
SHEET NUMBER:
E103M

PUBLIC ROADS DIV.	STATE DIST. NO.	STATE PROJ. NO.	FISCAL YEAR	COUNTY	SHEET NO.	TOTAL SHEETS
W.V.	7	0021-HQD/-	2018	LEWIS	150	156



MEZZANINE SOUTH ELECTRICAL PLAN

1/8" = 1'-0"

11 Dual CAT6A
drop locations
Mezzanine
Booth

SHEET NOTES

- COORDINATE FINAL LOCATION OF ALL ELEVATOR CONTROL EQUIPMENT, DISCONNECTS, ETC. W/ ELEVATOR MANUFACTURER PRIOR TO INSTALLATION.
- 3 GANG FLOOR BOX WIREMOLD 880 SERIES OR EQUAL. INSTALL DUPLEX RECEPTACLE IN ONE SPACE, 1" CND TO ABOVE ACCESSIBLE CEILING IN 2ND SPACE, & 1" CONDUIT TO TV LOCATION IN 3RD SPACE.



ALPHA ASSOCIATES, INC.
207 PARK AVENUE
MORGANTOWN, WV 26501
PHONE FAX: 304-274-8816
TOLL FREE: 800-440-8816
WWW.ALPHAASSOCIATES.COM

MILLER
200 EIGHTH AVE
MORGANTOWN, WV 26508
813-264-9224

REVISION	SHEET	PC	DATE	BY

THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS
DISTRICT 7 MULTIPURPOSE BUILDING
ELECTRICAL PLAN

DATE: 11/02/2020

SHEET NUMBER:

E104M



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
Info Technology

Proc Folder: 960647

Doc Description: ADDENDUM NO_1 STRUCTURED CABLING FOR DISTRICT 7
(81220022)

Reason for Modification:

ADDENDUM NO_1
Addendum to Add Drawings

Proc Type: Central Contract - Fixed Amt

Date Issued

Solicitation Closes

Solicitation No

Version

2021-11-03

2021-12-29 13:30

CRFQ 0803 DOT2200000078

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 :

Address :

Street :

City :

State :

Country :

Zip :

Principal Contact :

Vendor Contact Phone:

Extension:

FOR INFORMATION CONTACT THE BUYER

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor
Signature X *Anthony Recine* Anthony Recine, SVF FEIN# 16-1337624

DATE 01/10/2022

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

ADDITIONAL INFORMATION**ADDENDUM NO_1**

Addendum No_1 issued to publish and distribute the attached information to the Vendor Community

REQUEST FOR QUOTATION:

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The installation of structured cabling pathways and spaces systems. The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

INVOICE TO

DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720

CHARLESTON WV
US

SHIP TO

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BLD. 5 RM-720

CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	NETWORK CABLING, INSTALLATION, TESTING & ACCEPTANCE				

Comm Code	Manufacturer	Specification	Model #
83111601			

Extended Description:

TO PROVIDE STRUCTURED CABLING NETWORK DISTRIBUTION SYSTEM, INSTALLATION, TESTING & ACCEPTANCE

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Pre-Bid Meeting District 7 HQ @ 10:00am	2021-12-08
2	Tech Questions dur by 10:00am	2021-12-16



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
Info Technology

Proc Folder: 960647

Doc Description: STRUCTURED CABLING FOR DISTRICT 7 (81220022)

Reason for Modification:

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2021-11-03	2021-12-29 13:30	CRFQ 0803 DOT2200000078	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

John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor
Signature X

Anthony Recine, SVP

FEIN# 16-1337624

DATE 01/10/2022

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

ADDITIONAL INFORMATION**REQUEST FOR QUOTATION:**

The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Transportation to establish a contract for the following:

The installation of structured cabling pathways and spaces systems. The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans. Per the Bid Requirements, Specifications, Terms and Conditions attached to this Solicitation.

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BLD. 5 RM-720

CHARLESTON WV
US

SHIP TO

DEPT. OF TRANSPORTATION
1900 KANAWHA BLVD E,
BLD. 5 RM-720

CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	NETWORK CABLING, INSTALLATION, TESTING & ACCEPTANCE				

Comm Code	Manufacturer	Specification	Model #
83111601			

Extended Description:

TO PROVIDE STRUCTURED CABLING NETWORK DISTRIBUTION SYSTEM, INSTALLATION, TESTING & ACCEPTANCE

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Pre-Bid Meeting District 7 HQ @ 10:00am	2021-12-08
2	Tech Questions dur by 10:00am	2021-12-16

	Document Phase	Document Description	Page 3
DOT2200000078	Final	STRUCTURED CABLING FOR DISTRICT 7 (81220022)	

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:

WVDOH District 7 HQ Building December 8th 2021 10am

39° 0'6.42"N 80°30'7.21"W

Driving North or South take the I 79 Exit 96, South Weston Exit Bear to the right upon exiting onto Route 30. At the Route 19 intersection turn left and go about 2 miles. New HQ location will be on the right.

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: December 16, 2021 by 10:00am

Submit Questions to: John Estep
2019 Washington Street, East
Charleston, WV 25305
Email: john.w.estep@wv.gov

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

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

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

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

SEALED BID:	Structured Cabling for District 7 HQ
BUYER:	John Estep
SOLICITATION NO.:	CRFQ 0803 DOT2200000078
BID OPENING DATE:	December 29, 2021
BID OPENING TIME:	1:30 pm
FAX NUMBER:	304-558-3970

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: December 29, 2021 @ 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 vendors submitted response to this solicitation.

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

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

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

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

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

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

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

☐ **Term Contract**

Initial Contract Term: This Contract becomes effective on _____ and 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 ^{365 working} _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion 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 _____
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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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

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

☒ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☒ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of 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.

☒ BICSI -RCDD with OSP (outside plant) designation

☐

☐

☐

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: \$500,000 per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, 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.

☒ State of West Virginia must be listed as additional insured on Insurance Certificate. Certificate holder should read as follows:

☒ State of WV
1900 Kanawha Blvd. E., Bldg. 5
Charleston, WV 25305

☐

☐

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.

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 heath, 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 _____, 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.
Mon Valley Technologies LLC	WV035204

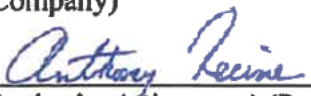
Attach additional pages if necessary

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)
01/10/2022
(Date)
304-807-0207/877-294-3612
(Phone Number) (Fax Number)

GENERAL CONSTRUCTION SPECIFICATIONS (No AIA Documents)

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the Department of Transportation to establish a contract for the following:
The installation of structured cabling pathways and spaces systems. The Vendor shall furnish all materials, labor, and equipment necessary to complete all Construction Services. The Vendor shall furnish any incidental work, materials, labor, and equipment that are necessary to complete the Construction Services, even if such incidental work is not explicitly included in the Project Plans.
This work will be performed at the DOH District 7 HQ location. The Multi-Purpose, and Lab buildings will be cabled with Dual CAT 6A Drops to the designated locations on the included drawings. The HQ Campus underground conduits shall be used to extend Single Mode fiber from the HQ main telecommunications room with individual (home run) cables. The Multi-Purpose, and Lab buildings will be new construction and will be part of this RFQ. Details of these locations and buildings are included in this RFQ.
- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions and in the Project Plans as defined below.

 - 2.1 “Construction Services”** means installation, testing, and acceptance of a structured infrastructure cable telecommunications distribution system as more fully described in the Project Plans.
 - 2.2 “Pricing Page”** means the pages contained in wvOASIS, attached hereto as Exhibit A, or included in the Project Plans upon which Vendor should list its proposed price for the Construction Services.
 - 2.3 “Solicitation”** means the official notice of an opportunity to supply the State with Construction Services that is published by the Purchasing Division.
 - 2.4 “Project Plans”** means documents developed by an architect, an engineer, the Agency, or another design professional, which are attached hereto as Exhibit B, that provide detailed instructions on how the Construction Services are to be performed. In the event that Project Plans contain drawings or other documents too large to attach in Exhibit B, Vendors can obtain copies in accordance with Section 9 of these Specifications.
 - 2.5 “Exhibit C”** means the Materials list

2.6 ABBREVIATIONS AND ACRONYMS

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

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

8. SUBSTITUTIONS: Any substitution / “or Equal” requests must be submitted in accordance with the official question and answer period described in the INSTRUCTIONS TO VENDORS SUBMITTING BIDS, Paragraph 4. Vendor Question Deadline. Vendors submitting substitution requests should submit product brochures and product specifications during the official question and answer period.

9. PROJECT PLANS: The checked box will apply to Project Plans for this solicitation.

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

☐ **Additional Project Plan Documents:** There are additional Project Plan documents other than those attached as Exhibit B. Copies of the additional Project Plan documents not attached as Exhibit B can be obtained by contacting the entity identified below.

Copies of project plans can be examined at the following locations

10. CONDITIONS OF THE WORK

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

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

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

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

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

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

10.4.2. Final Inspection: Vendor shall participate in a final inspection with the Agency's project manager. The purpose of the final inspection will be to

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

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

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

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

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

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

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

12. MISCELLANEOUS:

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

Contract Manager: Sandra Hawkins

Telephone Number: 304-807-0207

Fax Number: 877-294-3612

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

EXHIBIT A – Pricing Page

Dated: _____
(Bidder to insert date bid submitted)

SUBMITTED BY:

Verizon Select Services Inc _____ (hereinafter called "Vendor")

SUBMITTED TO:

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

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

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

For the sum of: \$ 59,138.67

Fifty nine thousand, one hundred thirty eight dollars and sixty seven cents **Dollars.**

(Show Bid Amount in both words and numbers.)

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

EXHIBIT B – PROJECT PLANS

1. General Requirements and Installation Guidelines

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

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

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

1.2. Category 6A /Class E Patch Panels

- 1.2.1. Patch panel shall be constructed of high strength steel and designed for wall or 19-inch rack mounting
- 1.2.2. Panels shall be available in 24-port and 48-port configurations, with a height of 1 Rack Unit (RU) of 44.5 millimeters (1.75 inches) for each group of 24 ports.
- 1.2.3. Removable rear mounted cable management bar and front and rear identification labels.
- 1.2.4. Comply with the standards for Category 6A/Class E patch panels listed in the TIA/EIA-568 Series Standards and ISO/IEC 11801.
- 1.2.5. All Patch Panels shall be installed in the racks installed in the telecommunications space.
- 1.2.6. Each patch panel shall be attached to the rack using the four (4) rack screws supplied with the panel.

1.2.7. All Patch Panels shall be installed level and plumb within the racks.

1.2.8. CommScope Uniprise Patch Panels “or Equal”

1.2.8.1. Uniprise Universal Cat6 Panel 1U 24 Port “or Equal”

760180042|UNP-U-610-1U-24 “or Equal”

1.2.8.1.1. Electrical Specifications

- 1.2.8.1.1.1. ANSI/TIA Category 6A
- 1.2.8.1.1.2. Current Rating 1.5 A @ 20 °C | 1.5 A @ 68 °F
- 1.2.8.1.1.3. Dielectric Withstand Voltage, RMS, conductive surface 1500 Vac @ 60 Hz
- 1.2.8.1.1.4. Dielectric Withstand Voltage, RMS, contact-to-contact 1000 Vac @ 60 Hz
- 1.2.8.1.1.5. Insulation Resistance, minimum 500 MOhm

1.2.8.1.2. Environmental Specifications

- 1.2.8.1.2.1. Flammability Rating UL 94 V-0
- 1.2.8.1.2.2. Relative Humidity Up to 95%, non-condensing

1.2.8.1.3. General Specifications

- 1.2.8.1.3.1. Total Ports, quantity 24
- 1.2.8.1.3.2. Cable Type U/UTP (unshielded)
- 1.2.8.1.3.3. Rack Type EIA 19 in

1.2.8.1.4. Mechanical Specifications

- 1.2.8.1.4.1. Conductor Gauge, solid 22 AWG | 24 AWG
- 1.2.8.1.4.2. Conductor Gauge, stranded 22 AWG | 24 AW
- 1.2.8.1.4.3. Outlet/Module Contact Plating Precious metals
- 1.2.8.1.4.4. Plug Insertion Life, minimum 750 times
- 1.2.8.1.4.5. Plug Insertion Life, test plug IEC 60603-7 compliant plug
- 1.2.8.1.4.6. Plug Retention Force, minimum 30 lbf | 133 N
- 1.2.8.1.4.7. Rear Termination Contact Plating Nickel

- 1.2.8.1.4.8. Rear Termination Type IDC
 - 1.2.8.1.4.9. Wiring T568A | T568B
 - 1.2.8.2. Uniprise Universal Cat6 Panel 2U 48 Port “or Equal”
760180059|UNP-U-610-2U-48 “or Equal”
 - 1.2.8.2.1. Electrical Specifications
 - 1.2.8.2.1.1. ANSI/TIA Category 6A
 - 1.2.8.2.1.2. Current Rating 1.5 A @ 20 ° C | 1.5 A @ 68 °F
 - 1.2.8.2.1.3. Dielectric Withstand Voltage, RMS, conductive surface 1500 Vac @ 60 Hz
 - 1.2.8.2.1.4. Dielectric Withstand Voltage, RMS, contact-to-contact 1000 Vac @ 60 Hz
 - 1.2.8.2.1.5. Insulation Resistance, minimum 500 MOhm
 - 1.2.8.2.2. Environmental Specifications
 - 1.2.8.2.2.1. Flammability Rating UL 94 V-0
 - 1.2.8.2.2.2. Relative Humidity Up to 95%, non-condensing
 - 1.2.8.2.3. General Specifications
 - 1.2.8.2.3.1. Total Ports, quantity 24
 - 1.2.8.2.3.2. Cable Type U/UTP (unshielded)
 - 1.2.8.2.4. Mechanical Specifications
 - 1.2.8.2.4.1. Conductor Gauge, solid 22 AWG | 24 AWG
 - 1.2.8.2.4.2. Conductor Gauge, stranded 22 AWG | 24 AW
 - 1.2.8.2.4.3. Outlet/Module Contact Plating Precious metals
 - 1.2.8.2.4.4. Plug Insertion Life, minimum 750 times
 - 1.2.8.2.4.5. Plug Insertion Life, test plug IEC 60603-7 compliant plug
 - 1.2.8.2.4.6. Plug Retention Force, minimum 30 lbf | 133 N
 - 1.2.8.2.4.7. Rear Termination Contact Plating Nickel
 - 1.2.8.2.4.8. Rear Termination Type IDC
 - 1.2.8.2.4.9. Wiring T568A | T568B
- 1.3. Copper Horizontal Cabling
 - 1.3.1. Work Includes
 - 1.3.1.1. Horizontal (to desktop) cable shall consist of Category 6A (CAT 6A) copper cable for all Data and Voice applications.
 - 1.3.1.2. Horizontal cabling to typical work area outlets (including offices, cubicles, and conference rooms) shall consist of two Category 6A cables serving each outlet.
 - 1.3.1.3. Outlets for wall-mounted or other “telephone only” installations shall consist of one Category 6A cable as a minimum.
 - 1.3.1.4. Outlets for wireless access points (APs) shall consist of one Category 6A cable at a minimum.
 - 1.3.2. Cable Construction (by Type):
 - 1.3.2.2. Listed CMR cable: Solid copper conductors with high-density polyolefin insulation and an overall low smoke polyvinyl chloride (PVC) jacket to achieve a riser (i.e., non-plenum) rating by applicable NEC requirements.
 - 1.3.2.3. Listed CMP cable: Solid copper conductors with fluorinated ethylene propylene (FEP) insulation and an overall low smoke PVC jacket to achieve plenum rating by applicable NEC requirements.

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

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

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

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

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

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

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

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

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

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

1.4. Copper Jack/Information Outlets and Connectors

1.4.1. Scope of Work

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

1.4.2. General

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

1.4.3. Uniprise UNJ600 Category 6A U/UTP Information Outlet, blue "or Equal"

1.4.3.1. Electrical Specifications

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

1.4.3.2. Environmental Specifications

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

1.4.3.3. Mechanical Specifications

- 1.4.3.3.1. Conductor Type: Solid, Stranded (7 strands)
- 1.4.3.3.2. Material Type: Copper alloy, High-impact, flame retardant, thermoplastic
- 1.4.3.3.3. Outlet/Module Contact Plating: Precious metals
- 1.4.3.3.4. Plug Insertion Life, minimum: 750 times
- 1.4.3.3.5. Plug Insertion Life, test plug: IEC 60603-7 compliant plug

- 1.4.3.3.6. Plug Retention Force, minimum: 30 lbf, 133 N
- 1.4.3.3.7. Rear Termination Contact Plating: Precious metals
- 1.4.3.3.8. Rear Termination Type: IDC
- 1.4.3.3.9. Wiring: T568A or T568B

1.5. Copper Category 6A /Class E Patch Cords

1.5.1. Work Includes

- 1.5.1.1. Provide all labor, materials, and equipment for the installation of all copper patch cords into the approved patch panels called for in the Bid Documents.

1.5.2. Scope of Work

- 1.5.2.1. This section includes the minimum requirements for copper patch cords.
- 1.5.2.2. All Patch/Equipment Cords shall be new.
- 1.5.2.3. Patch/Equipment Cords shall be made by the same manufacturer as the Horizontal Cable used in the new installation.
- 1.5.2.4. All Patch/Equipment Cords shall be factory manufactured and tested for compliance to the appropriate standards and performance.
- 1.5.2.5. Patch/Equipment Cords shall be installed using proper cable management
- 1.5.2.6. Minimum bend radius shall not be exceeded.

1.5.3. General

- 1.5.3.1. The Modular Patch Cords shall meet or exceed TIA ANSI/TIA-568-C.2 Category 6A and ISO/EIC Category 6/Class E specifications and shall be fully backward compatible with Category 5e and 5 connectors.

1.5.4. Uniprise Category 6A U/UTP Patch Cord, Non-Plenum, Blue “or Equal”

1.5.4.1. Electrical Specifications

- 1.5.4.1.1. ANSI/TIA Category 6A
- 1.5.4.1.2. dc Resistance, maximum 0.30 ohm
- 1.5.4.1.3. Safety Voltage Rating 300 V

1.5.4.2. Environmental Specifications

- 1.5.4.2.1. Environmental Space Non-plenum
- 1.5.4.2.2. Flammability Rating UL 94 V-0
- 1.5.4.2.3. Safety Standard cETL | ETL

1.5.4.3. Mechanical Specifications

- 1.5.4.3.1. Conductor Type Stranded
- 1.5.4.3.2. Material Type Copper alloy | Polycarbonate
- 1.5.4.3.3. Outlet/Module Contact Plating Precious metals
- 1.5.4.3.4. Plug Insertion Life, minimum 750 times
- 1.5.4.3.5. Plug Retention Force, minimum 133 N | 30 lbf
- 1.5.4.3.6. Wiring T568B

1.5.5. Uniprise Category 6A U/UTP Patch Cord, 4-pair, Plenum, Blue “or Equal”

1.5.5.1. Electrical Specifications

- 1.5.5.1.1. ANSI/TIA Category 6A
- 1.5.5.1.2. dc Resistance, maximum 0.30 ohm
- 1.5.5.1.3. Safety Voltage Rating 300 V

1.5.5.2. Environmental Specifications

- 1.5.5.2.1. Environmental Space Plenum
- 1.5.5.2.2. Flammability Rating UL 94 V-0
- 1.5.5.2.3. Safety Standard cETL | ETL

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

1.6.4. OS2 Single-mode 8.3 Micrometer Fiber

1.6.4.1. OS2 Single-mode Fiber SCS shall comply with the following standards

1.6.4.1.1. ISO/IEC 11801:2010

1.6.4.1.2. EN 50173-1:2011

1.6.4.1.3. EN 50173-2:2010

1.6.4.1.4. ANSI/TIA-568-C

1.6.4.1.5. IEC 60603-7-4

1.6.4.1.6. IEEE 802.3 applications as outlined in section (iii)

1.6.4.2. OS2 optical fiber glass shall be manufactured from ultra-pure synthetic silica glass. Single-mode fibers manufactured from natural quartz will not be accepted.

1.6.4.3. OS2 Single-mode fiber shall be capable of supporting, at minimum, the following IEEE Ethernet applications:

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

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

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

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

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

1.6.4.6. OS2 single-mode fiber physical specifications:

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

1.6.4.7. OS2 single-mode fiber mechanical specifications:

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

1.6.4.8. Optical Characteristics, Wavelength specific:

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

1.6.4.9. Optical specifications:

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

1.6.4.10. Environmental specifications

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

1.6.5. Inter and Intra Building Fiber Backbone

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

1.6.6. Backbone Cable Testing

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

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

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

- 1.10. TrippLite -SU1000RTXL2UA SmartOnline 120V 1kVA 800W Double-Conversion UPS, 2U **“or Equal”**
 - 1.10.1. 1000VA / 1kVA / 800 watt on-line double-conversion 2U rack/tower UPS
 - 1.10.2. 100/110/120V +/-2% output at 50/60Hz, high efficiency
 - 1.10.3. Economy Mode Option
 - 1.10.4. Expandable runtime, Hot-swap batteries;
 - 1.10.5. 13.5 in / 34.3cm installed depth
 - 1.10.6. USB, RS232 & EPO ports; slot for Network Management Card options
 - 1.10.7. Front panel status LEDs with detailed load and battery metering
 - 1.10.8. 2 independently switchable output load banks
 - 1.10.9. NEMA 5-15P input; 5-15R outlets
- 1.11. TrippLite -SNMPWEBCARD **“or Equal”**
 - 1.11.1. Enables remote UPS management via SNMP, Web, SSH or telnet
 - 1.11.2. Ability to send user-configurable alerts via SNMP, SMS or email
 - 1.11.3. Ability to reboot unresponsive equipment without requiring a site visit
 - 1.11.4. Ability to provide mass configuration and updating of multiple units
 - 1.11.5. Store logs of power events, alerts and electrical data
- 1.12. TrippLite BP24V15RT2U External 24V 2U Rack/Tower Battery Pack **“or Equal”**
 - 1.12.1. Extends the runtime of expandable 24V DC Tripp Lite UPS Systems
 - 1.12.2. Includes mounting accessories for 2U rackmount installation in 2 or 4 post racks
 - 1.12.3. Includes tower support brackets
- 1.13. TrippLite EnviroSense Rack Environment Sensor, Temperature, Humidity **“or Equal”**
 - 1.13.1. Ability to provide remote temperature/humidity monitoring in network environments
- 1.14. TrippLite 2-9USTAND **“or Equal”**
 - 1.14.1. 2U to 9U Tower Stand Kit for select Rack-Mount UPS Systems
- 1.15. Geist RCURN082-101D15ST5-OD **“or Equal”**
 - 1.15.1. Switched, Outlet Level Monitoring, + Environmental Monitoring -- 15A, 120V
 - 1.15.2. Horizontal, (8) NEMA 5-15R, 10 ft power cord with 5-15P, Input, per Circuit/Breaker
 - 1.15.3. Outlet power monitoring with Outlet switching.
 - 1.15.4. Environmental monitoring via optional remote sensors.
 - 1.15.5. Ethernet connectivity.
 - 1.15.6. Local LCD display.
- 1.16. Geist RTAFHD3-12 **“or Equal”**
 - 1.16.1. Remote Temperature, Airflow, Humidity, Dew Point) all-in-one sensor
 - 1.16.1.1. Specifications
 - 1.16.1.1.1. Normal operating range: 5 to 60 °C (41 to 140 °F), 20-80% RH
 - 1.16.1.1.2. Maximum Operating Range: -40 to 85 °C (-40 to 185 °F), 0-100% RH
 - 1.16.1.1.3. Accuracy: +/-0.5 °C (0.9 °F), +/-2% RH (over normal operating range)
 - 1.16.1.1.4. +/-1 °C (1.8 °F) and +/-5% RH (outside of normal operating range)
 - 1.16.1.1.5. Humidity: Normal operating range: 20% to 80% RH
 - 1.16.1.1.6. Accuracy (normal range): +/- 2% RH at 25°C
 - 1.16.1.1.7. Extended range: 0% to 100% RH

1.16.1.1.8. Dew Point: -40 to 185 °F (-40 to 85 °C)

1.16.1.1.9. Air Flow: 0 to 100 (relative value)

1.17. HARGER GBI14420TMGBKT 1/4" X 4" X 20" TMGB KIT "or Equal"

1.17.1. 1/4"x 4" x 20" ground bar kit

1.17.2. Kit Includes:

1.17.3. Insulators & shelter brackets.

1.17.4. BICSI pattern. 24 pair 5/16" & 6 pair 3/16" holes.

1.17.5. Includes antioxidant tube.

1.18. HARGER RGBHKIT14119.25 1/4" X 1" X 19" RACK MOUNT KIT "or Equal"

1.18.1. 1/4" x 1" x 19-1/4" horizontal equipment rack ground bar.

1.18.2. Kit Includes:

1.18.2.1. (1) 1/4" electrolytic tough pitch copper alloy 110 ground bar,

1.18.2.2. (1) 3" bar splice plate with 2 slotted holes

1.18.2.3. (2) 11/16WINS: white delrin insulator

1.18.2.4. (2) SMS0126SHWZ

1.18.2.5. 12-24 x 5/8" hex washer head screw

1.18.2.6. (2) #12-24 x 3/4" copper flashed brass screw

1.18.2.7. (2) #12 copper flat washer

1.18.2.8. (8) #6-32 x 1/4" copper flashed brass screw

1.18.2.9. (8) #6 ring terminal

2. Structured Cabling Construction Scope of Work

2.1. Inter-Building Campus Area Network (CAN) Single-Mode Optical Fiber Backbone

- 2.1.1.** The vendor is responsible for all materials, measurements, and equipment for the complete installation of the Optical Fiber Backbone. Vendor must notify the WV DOT or WV DOT Representative if discrepancies are discovered between the existing conditions and those noted in the specifications,
- 2.1.2.** This Optical Fiber Backbone install requires but will not be limited to the following:
 - 2.1.2.1.** Internal pathways
 - 2.1.2.2.** Aerial span sections
 - 2.1.2.3.** Underground sections in conduit
 - 2.1.2.4.** External attachments and penetrations include, but will not be limited to the following:
 - 2.1.2.4.1.** Aerial and Underground to building attachments
 - 2.1.2.4.1.1.** Wooden attachments
 - 2.1.2.4.1.2.** Steel attachments
 - 2.1.2.4.1.3.** Masonry attachments
 - 2.1.2.4.1.4.** Utility pole
 - 2.1.2.4.2.** Aerial and Underground to building entrance penetrations
 - 2.1.2.4.2.1.** Wooden penetrations
 - 2.1.2.4.2.2.** Steel penetrations
 - 2.1.2.4.2.3.** Masonry penetrations
 - 2.1.2.4.2.4.** Utility pole

2.2. Installation Techniques and Material Usage - Common to All Locations

- 2.2.1.** Copper Patch cables
 - 2.2.1.1.** Blue 5' cables are for use in the equipment rooms for racks.
 - 2.2.1.2.** Blue 10' and 14' are for work area end connections.
- 2.2.2.** Fiber Jumper Cables
 - 2.2.2.1.** Jumpers used for connecting switches and patch panels or connecting patch panel to patch panel should be the shortest "appropriate" length that neither causes the jumper to have sharp corners or have excessive fiber coiled and hanging on or around the rack.
- 2.2.3.** Abandoned Cable Requirement
 - 2.2.3.1.** National Electric Code (NEC) requires that all abandoned copper and fiber cable be removed. Abandoned cable is identified as a cable that is not terminated at equipment and not identified for future use with a tag [725.2, 760.2, 770.2, 800.2, and 820.2] and the NEC does require the accessible portion of abandoned to be removed [725.3(B), 760.3(B), 770.3(A), 800.52(B), and 820.3(A)]

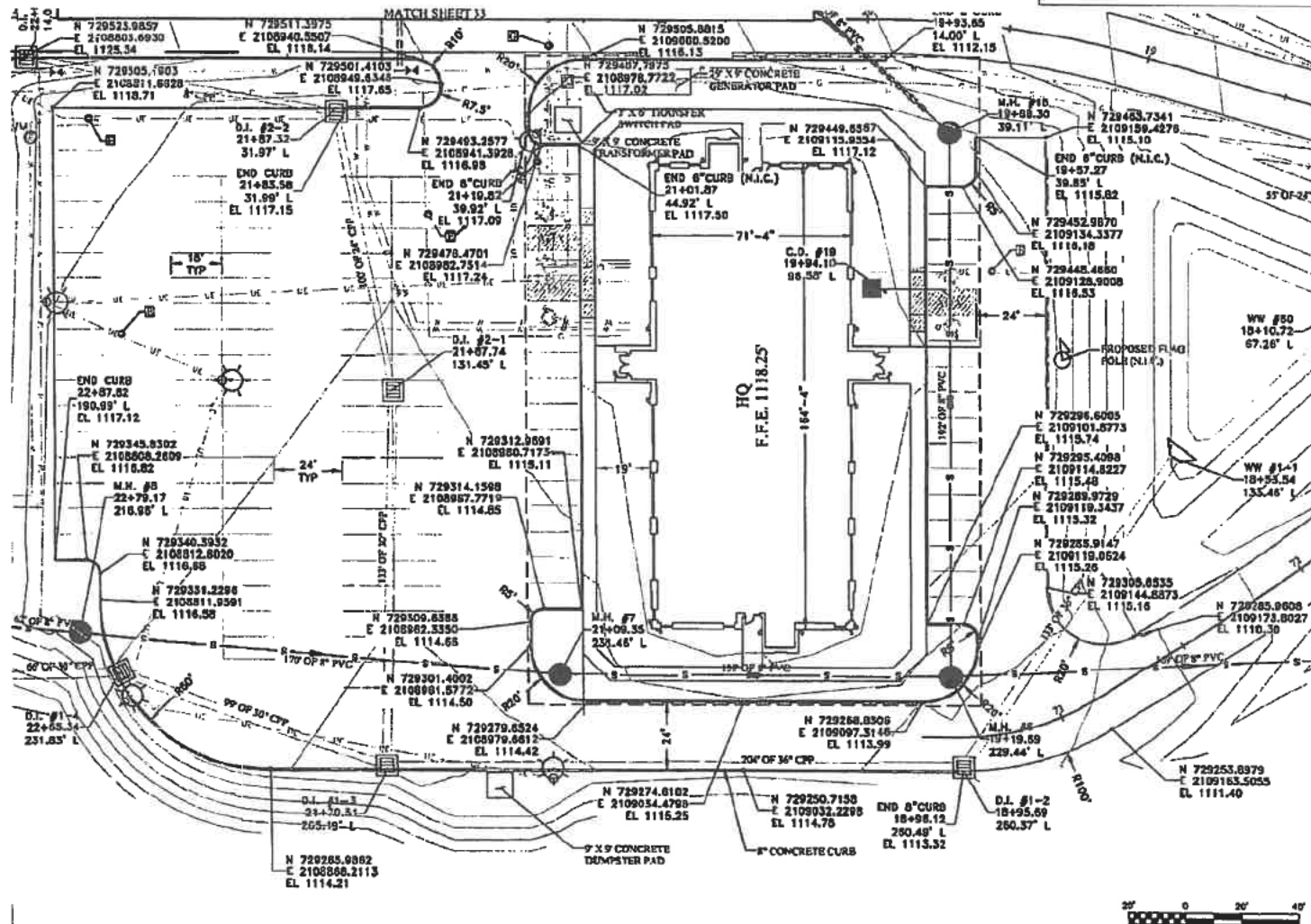
2.3. District Headquarters: The Multi-Purpose, and Lab buildings

- 2.3.1. Installation of the designated number of Cat-6A Jacks as required at each building.
- 2.3.2. Installation of a WAP location dual Cat-6A cable drop and an outlet located on an exterior wall location of the building per DOT direction. Generally, this location is in the building nearest the truck entrance to the salt pile. Place a 1" core/sleeve on the exterior wall so that a WAP or Antenna cable can be extended by others.
- 2.3.3. Install Patch Panel(s) and Wire Manager(s) on the equipment rack. Vertical cable management shall at a minimum be on one side of all mounting racks. One 2u horizontal cable manager shall be placed above and below each 2u 48 port patch panel and each network switch.
- 2.3.4. Install a wall mounted shelf on the equipment rack for future equipment.
- 2.3.5. Install UPS, with installed SNMP Card, in the closet/space near the panel for others to install with future equipment.
- 2.3.6. Use PVC Wiremold as necessary.
- 2.3.7. Use the included floor plan with jack locations and labels to serve as an As built.
- 2.3.8. Label all cables, outlets, and panels.
- 2.3.9. Vertical cable management shall at a minimum be on one side of all mounting racks. One 2u horizontal cable manager shall be placed above and below each 2u 48 port patch panel and each network switch.
- 2.3.10. Install TGB {HAGER - 1/4" X 2" X 12" TGB KIT}

2.4. Drawings, Sketches, Fire Escape Plans

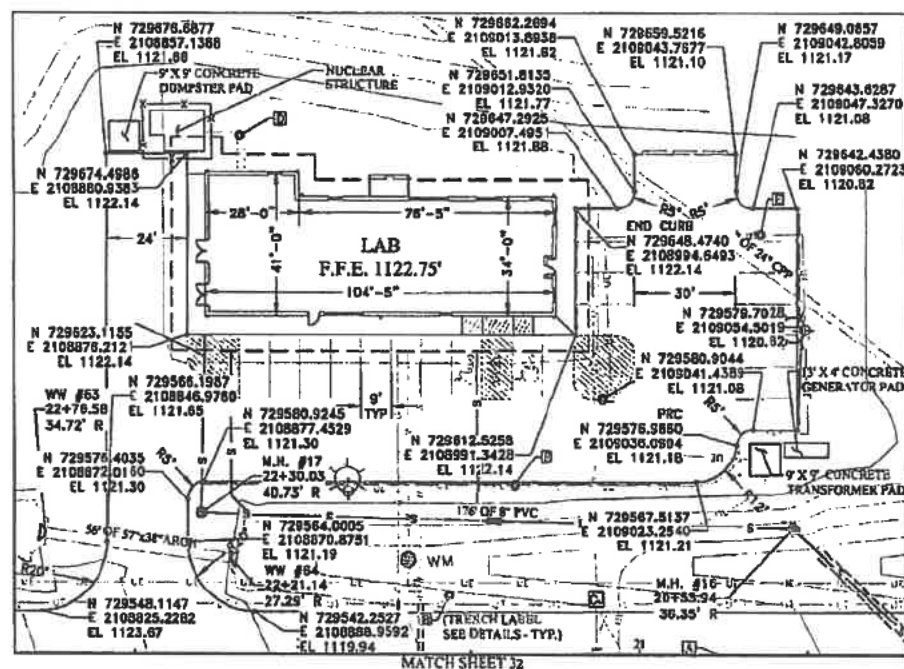
- 2.4.1. Drawings for the new District 7 HQ buildings.
 - 2.4.1.1.1. The Multi-Purpose, and Lab buildings

D7 HQ_02 34 - ICT Cndt Plan



D7 HQ_02 35-Lab-ICT Cndt Plan

Public Road Dist.	State Dist. No.	State Project No.	Federal Project No.	Fiscal Year	County	Sheet No.	Total Sheets
W. V.	7	0021-100 7-1.00	N/A	2015	LEWIS	3357	



NOTE:

1. ALL STRUCTURES, UTILITIES, SIDEWALKS, ETC. INSIDE THESE LIMITS WILL BE PERFORMED BY OTHERS.
2. THE CURB AROUND THE LAB BUILDING IS 6" HIGH (N.I.C.)
3. BUILDING SHALL BE TAKEN TO SUBGRADE.
4. GENERATOR, TRANSFORMER, AND TRANSFERS SWITCH PADS TO BE CONSTRUCTED BY OTHERS.
5. THE SPOT ELEVATIONS ALONG ANY CURB REPRESENTS THE BOTTOM CURB/PAVEMENT GRADE.

LEGEND

- = COMMUNICATIONS JUNCTION
- = ELECTRICAL JUNCTION (BY POWER COMPANY)
- = LIGHT POST
- = TRENCH LABEL
- = NORTHING
- = ELEVATION (FINISHED GRADE)
- = PARKING BLOCKS BY OTHERS

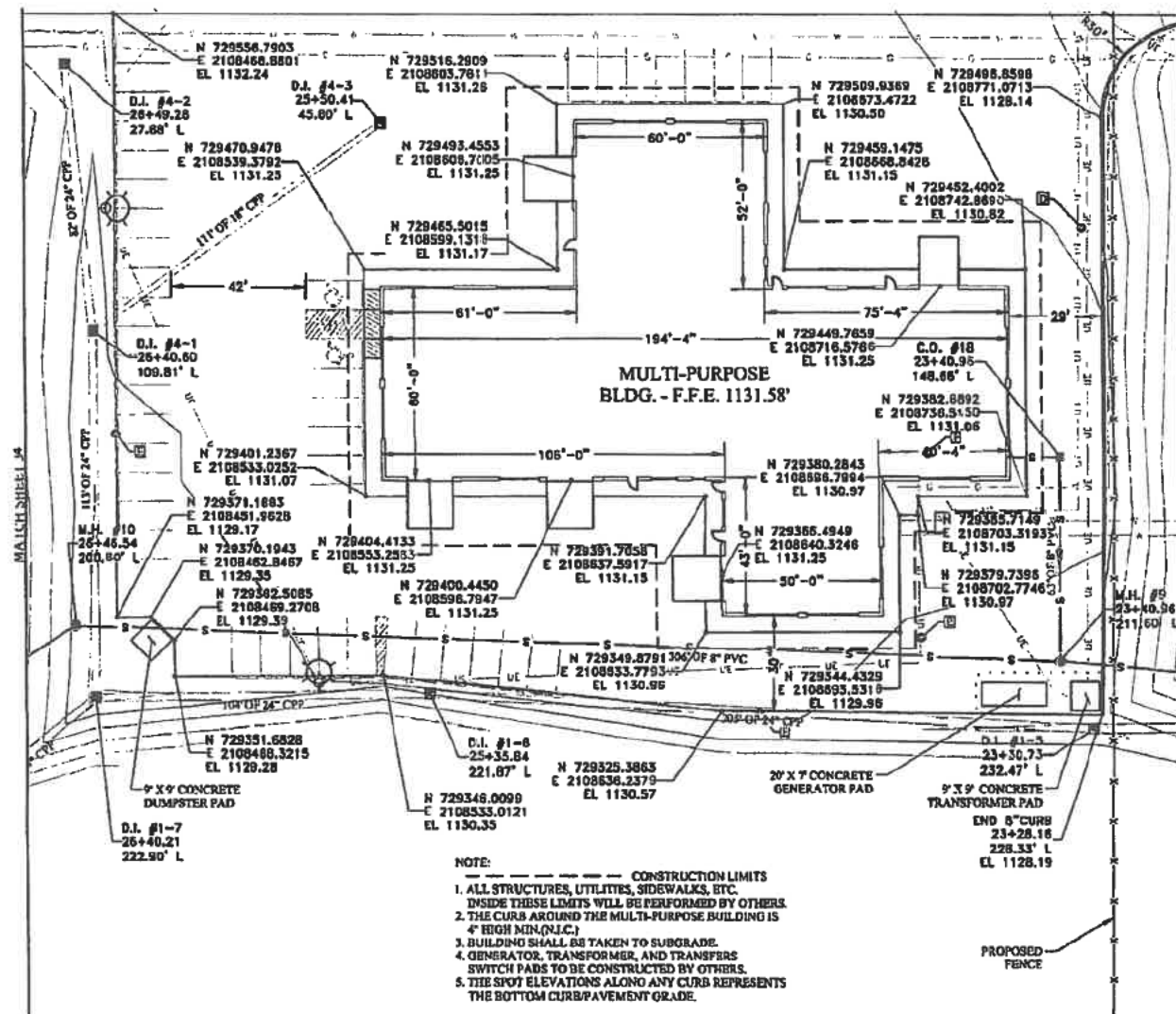


REVISION	SHEET NUMBER	REVISION	DATE	BY

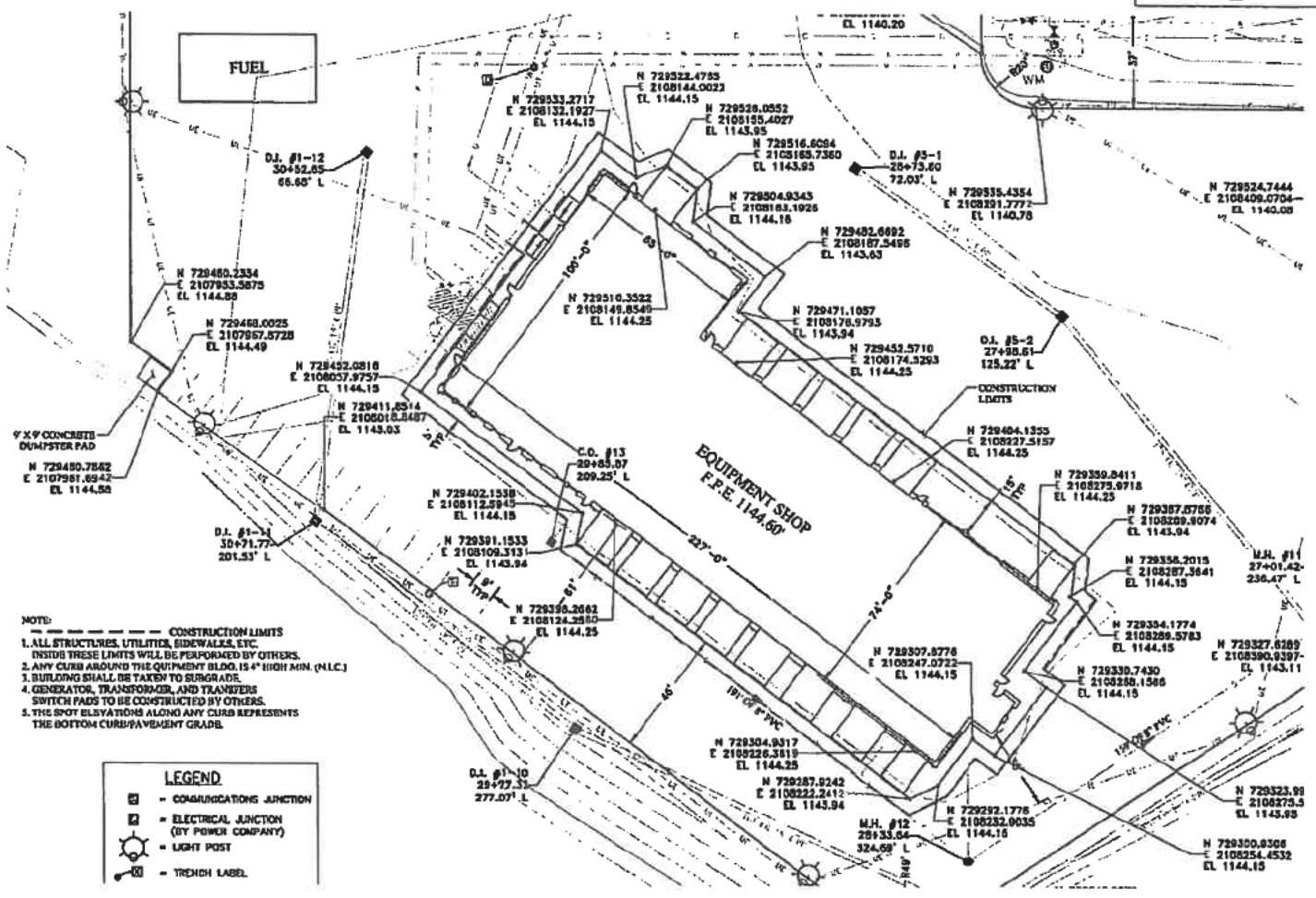
THE WEST VIRGINIA DEPARTMENT OF TRANSPORTATION
DIVISION OF HIGHWAYS

SITE PLAN

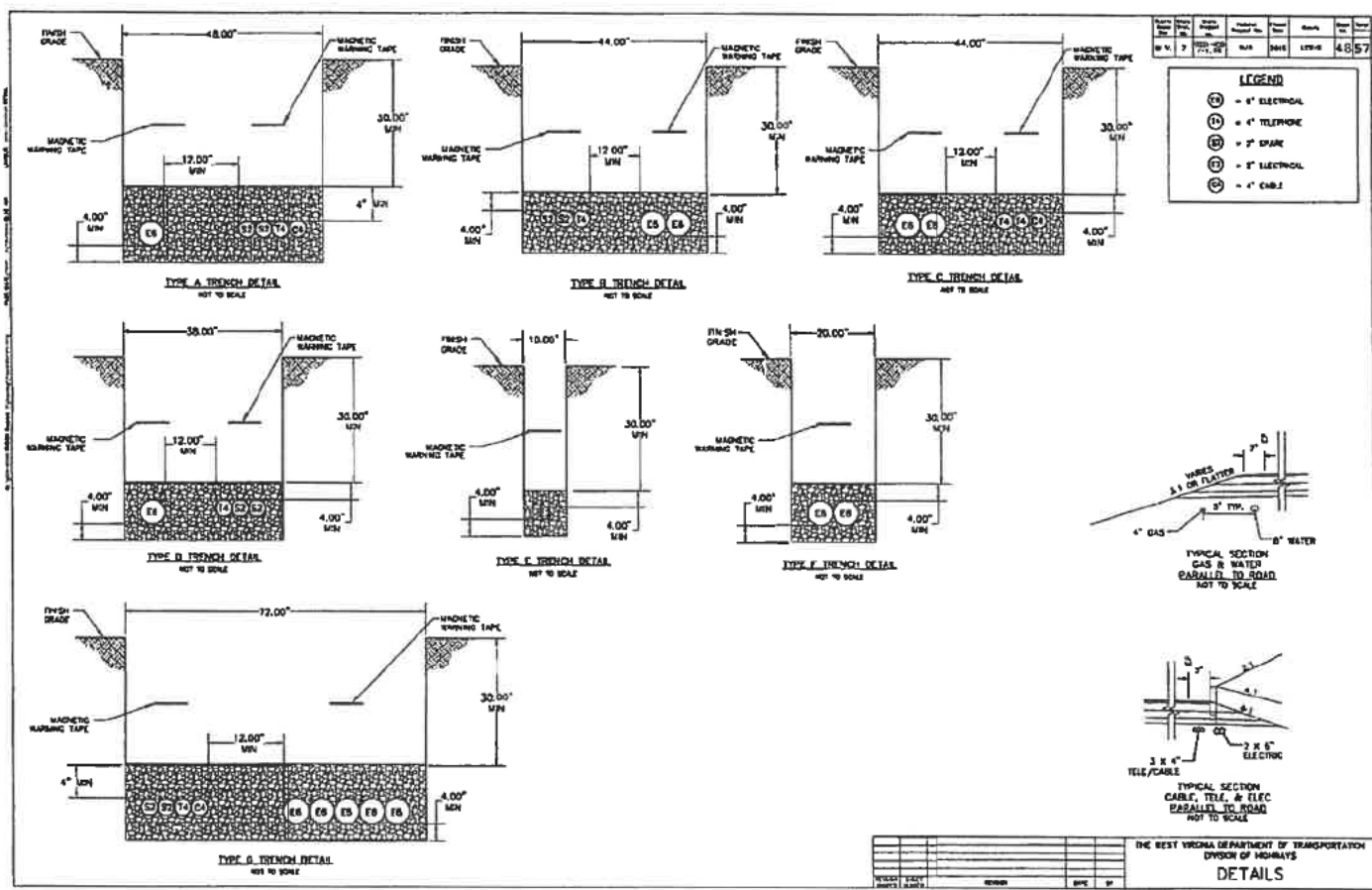
D7 HQ_02 35-MltiPrps-ICT Cndt Plan



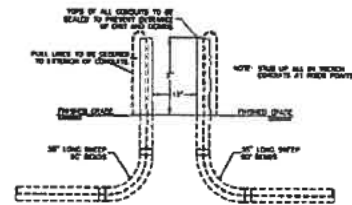
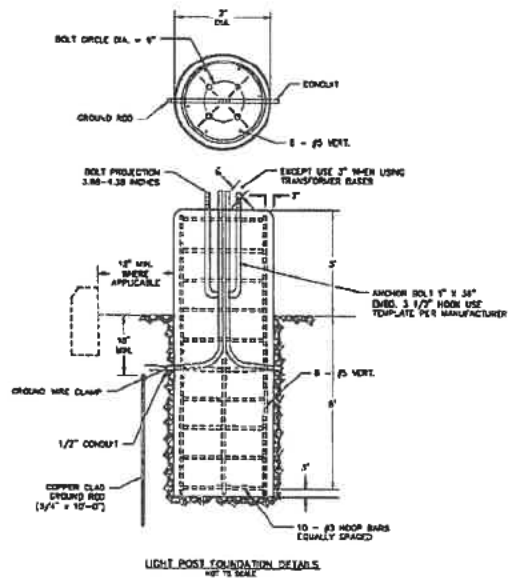
D7 HQ_02 36-EqSp-ICT Cndt Plan



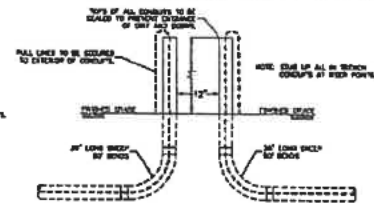
D7 HQ_02 50-UdGdCndt-ICT Cndt Plan



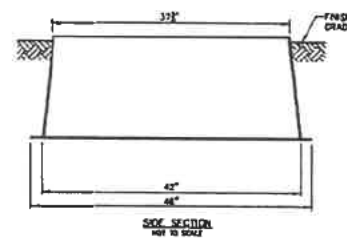
D7 HQ_02 51-ComJucBx-ICT Cndt Plan



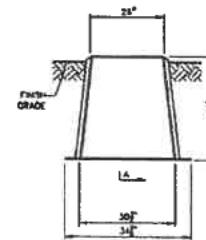
PULL JUNCTION
CONDUIT RISER DETAIL
FOR TELECOMMUNICATION CONDUITS



PULL JUNCTION
CONDUIT RISER DETAIL
FOR ELECTRICAL CONDUITS



SIDE SECTION
NOT TO SCALE



END SECTION
NOT TO SCALE

COMMUNICATION JUNCTION BOX

*HUBRELL 24" X 36" FLARED WALL STYLE
COVER ITEM #012243003A
BOX ITEM #012243003A
OR APPROVED EQUAL

COMMUNICATIONS JUNCTION BOXES SHALL BE INCIDENTAL
TO THE LINEAR FOOT OF CONDUIT

[illegible]

Exhibit "C" MATERIALS LIST

WV State Department of Transportation District 7 Multipurpose Bldg. and Lab Bldg.

The use of brand name or equal specifications is for describing the minimum standard of quality, technical performance and installation characteristics required

PART NUMBER	DESCRIPTION	UNIT	QUANTITY
CF54/150EZ	Cablofil - 2" x 6" cable tray - 10' Section	Each	20
FASPC300PG	Cablofil - Hangers	Each	40
SWKEZ	Cablofil - Splice Connectors Pack of 50	Each	4
12419-736	Chatsworth - 36" Wall Mount Cabinet OR EQUAL	Each	2
12804-701	Chatsworth - Fan Kit, 115 VAC, 100 CFM OR EQUAL	Each	2
760072959	Horizontal Trough Kit, 2 RU, 19 in. single Sided	Each	4
760092452	CommScope GigaSPEED XL MGS600 Series Cat 6A U/UTP Info Outlet, 318-blue OR EQUAL	Each	75
760152595	CommScope GigaSPEED X10D 1100GS6 Evolve Cat 6A U/UTP Patch Panel, 48 port OR EQUAL	Each	2
760152587	CommScope GigaSPEED X10D 1100GS6 Evolve Cat 6A U/UTP Patch Panel, 24 port OR EQUAL	Each	1
760105338	CommScope GigaSPEED X10D 2091B ETL Cat6A U/UTP Cable, blue jacket, 1000 Ft OR EQUAL	1000 Ft.	25
UC1BBB2-0ZF003	CommScope Uniprise UNC-BL-3FT Modular Patch Cable 3FT Blue OR EQUAL	Each	75
UC1BBB2-0ZF010	CommScope Uniprise UNC-BL-10FT Modular Patch Cable 10FT Blue OR EQUAL	Each	50
UC1BBB2-0ZF014	CommScope Uniprise UNC-BL-14FT Modular Patch Cable 14FT Blue OR EQUAL	Each	25
760106880	CommScope 12 Strand Fiber Singlemode I/O Plenum (12 SM) OR EQUAL	Feet	2000
760109496	CommScope 360G2 Cartridge 12 LC TeraSPEED, Blue w/Pigtails OR EQUAL	Each	4
760193771	CommScope 360G2-1U-MOD-SD OR EQUAL	Each	2
760039867	CommScope RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray 1U Shelf OR EQUAL	Each	2
FEW LCLC42-MXF003	CommScope 3 FOOT - LC/LC Jumper Cable - SM OR EQUAL	Each	4
FEW LCLC42-MXF007	CommScope 7 FOOT - LC/LC Jumper Cable - SM OR EQUAL	Each	4
RGBHKIT14119.25	HAGER 1/4" X 1" X 19" RACK MOUNT KIT OR EQUAL	Each	2
SU1000RTXL2UA	TrippLite SmartOnline 1kVA Dble-Conversion UPS, 100/110/120V NEMA outlets OR EQUAL	Each	2
SNMPWEBCARD	TrippLite SNMP, Web or Telnet OR EQUAL	Each	2
ENVIROSENSE	TrippLite Environmental Sensor for use with Tripp Lite SNMPWEBCARD OR EQUAL	Each	2

Bid Bond # 578526895-Liberty-21-02

Agency Department of Transportation
REQ.P.O.# DOT2200000078

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, Verizon Select Services, Inc.
of Basking Ridge, New Jersey, as Principal, and Liberty Mutual Insurance
Company of Boston, Massachusetts, a corporation organized and existing under the laws of the State of Massachusetts with its principal office in the City of Boston, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligor, in the penal sum of 5% of total bid (\$2,956.93) for the payment of which,
well and truly to be made, we jointly and severally bind ourselves, our heirs, administrators, executors, successors and assigns.

The Condition of the above obligation is such that whereas the Principal has submitted to the Purchasing Section of the
Department of Administration a certain bid or proposal, attached hereto and made a part hereof, to enter into a contract in writing for
the installation of structured cabling pathways

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 Obligor 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 20th day of December, 20 21.

Principal Seal

Verizon Select Services, Inc.

(Name of Principal)

By

J. Daniel Mason
(Must be President, Vice President, or
Duly Authorized Agent)

Assistant Secretary
(Title)

Surety Seal

Liberty Mutual Insurance Company

(Name of Surety)

Leah L. Juenger
Leah L. Juenger, 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. Louis } ss:

On this 20th day of December, 2021, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared

Leah L. Juenger

known to me to be Attorney-in-Fact of Liberty Mutual Insurance Company
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 29, 2024

Cynthia L. Choren

Cynthia L. Choren

Notary Public





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204866

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint,

Leah L. Juenger

all of the city of St. Louis state of Missouri each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 15th day of February, 2021.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company



By: David M. Carey

David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 15th day of February, 2021, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella

Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 20th day of December, 2021.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A) _____
RFQ/RFP# (B) _____

- (A) WV State Agency
(Stated on Page 1 "Spending Unit")
(B) Request for Quotation Number (upper right corner of page #1)
(C) Your Business Entity Name (or Individual Name if Sole Proprietor)
(D) City, Location of your Company
(E) State, Location of your Company
(F) Surety Corporate Name
(G) City, Location of Surety
(H) State, Location of Surety
(I) State of Surety Incorporation
(J) City of Surety's Principal Office
(K) Minimum amount of acceptable bid bond is 5% of total bid. You may state "5% of bid" or a specific amount on this line in words.
(L) Amount of bond in numbers
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Business Entity (or Individual Name if Sole Proprietor)
(R) Seal of Principal
(S) Signature of President, Vice President, or Authorized Agent
(T) Title of Person Signing for Principal
(U) Seal of Surety
(V) Name of Surety
(W) Signature of Attorney in Fact of the Surety

NOTE 1: Dated Power of Attorney with Surety Seal must accompany this bid bond.

Bid Bond
KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
(C) _____ of (D) _____ (E) _____
as Principal, and (F) _____ of (G) _____
(H) _____ a corporation organized and existing under the laws
of the State of (I) _____ with its principal office in the City of
(J) _____, as Surety, are held and firmly bound unto The State
of West Virginia, as Obligor, in the penal sum of (K) _____
(\$ (L) _____) 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 _____

(M) _____

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 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 time within which the Obligor 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, the (N) _____ day of (O) _____, 20 (P) _____.

Principal Seal

(R)

(Q) _____
(Name of Principal)

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

(T) _____
Title

Surety Seal

(U)

(V) _____
(Name of Surety)

(W) _____
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.

Agency _____
REQ.P.O# _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, _____
_____ of _____, _____, as Principal, and _____
_____ of _____, _____, a corporation organized and existing under the laws of the State of _____
_____ with its principal office in the City of _____, as Surety, are held and firmly bound unto the State
of West Virginia, as Obligees, in the penal sum of _____ (\$ _____) 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

NOW THEREFORE,

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

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

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

Principal Seal

(Name of Principal)

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

(Title)

Surety Seal

(Name of Surety)

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 West Virginia
Purchasing Division

CERTIFIED DRUG-FREE WORKPLACE REPORT COVERSHEET

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

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

Contract Identification:

Contract Number: DOT2200000078

Contract Purpose: Structured Cabling for District 7

Agency Requesting Work: Department of Transportation

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

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

Vendor Contact Information:

Vendor Name: Verizon Select Services

Vendor Telephone: 3048070207

Vendor Address: 4700 MacCorkle Av SE
Charleston, WV 25304

Vendor Fax: 8772943612

Vendor E-Mail: sandra.k.hawkins@verizon.com



**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:

1. I am an employee of Verizon Select Services Inc; and,
(Company Name)
2. 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: 01/10/2022

STATE OF WEST VIRGINIA,

COUNTY OF _____, TO-WIT:

Verizon is unable to provide notary,
due to quarantine for the pandemic.
If desired, we will notarize retroactively
after returning to the office.

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

By Commission expires _____

(Seal)

(Notary Public)

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; website: 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 Svc Inc **Address:** 22001 Loudown Co Parkway

Ashburn VA 20147

Name of Authorized Agent: CT Corporation Sys **Address:** Corporation Trust Ctr, 1209 Orange St

Wilmington Delaware 19801

Contract Number: DOT2200000078 **Contract Description:** Structured Cabling

Governmental agency awarding contract: Department of Transportation

☐ **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.

Mon Valley Technologies LLC

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.

Signature: Anthony Recine Anthony Recine, SVP

Date Signed: 01/10/2022

Notary Verification

Verizon is unable to provide notary,
due to quarantine for the pandemic.
If desired, we will notarize retroactively
after returning to the office.

State of _____, County of _____

I, _____, 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: _____

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.

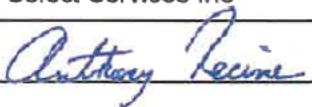
"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' 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:  Anthony Recine, SVP Date: 01/10/2022

State of _____

County of _____, to-wit:

Verizon is unable to provide notary,
due to quarantine for the pandemic.
If desired, we will notarize retroactively
after returning to the office.

Taken, subscribed, and sworn to before me this ____ day of _____, 20____.

My Commission expires _____, 20____.

AFFIX SEAL HERE

NOTARY PUBLIC _____

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV 025204

Classification:

LOW VOLTAGE SYSTEMS
COMMUNICATION & SOUND

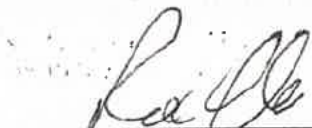
MON VALLEY TECHNOLOGIES LLC
DBA MON VALLEY TECHNOLOGIES LLC
3564 RIVER ROAD
MORGANTOWN, WV 26601

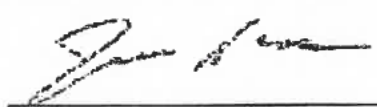
Date Issued

SEPTEMBER 13, 2022

Expiration Date

SEPTEMBER 13, 2022


Authorized Company Signature


Chair, West Virginia Contractor
Licensing Board

**WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD**

A copy of this license must be readily available for inspection by the Board on every job site where contracting work is being performed. This license number must appear in all advertisements, on all bid submissions, and on all fully executed and binding contracts. This license is non-transferrable. This license is being issued under the provisions of West Virginia Code, Chapter 30, Article 42.

CONTRACTOR LICENSE

Authorized by the

West Virginia Contractor Licensing Board

Number: WV037918

Classification:

GENERAL BUILDING

VERIZON SELECT SERVICE INC
DBA VERIZON SELECT SERVICES INC
1300 I ST NW #500
WASHINGTON, DC 20005

Date Issued

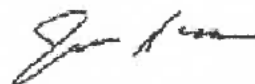
FEBRUARY 01, 2021

Expiration Date

FEBRUARY 01, 2022



Authorized Company Signature



Chair, West Virginia Contractor
Licensing Board

WEST VIRGINIA
CONTRACTOR
LICENSING
BOARD

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

Project Management Institute


THIS IS TO CERTIFY THAT

Lawrence W Host

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

Project Management Professional (PMP)®

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



Tony Appleby
Chair, Board of Directors



Sunil Prashara
President and Chief Executive Officer



PMP® Number: [REDACTED]
PMP® Original Grant Date: 08 January 2016
PMP® Expiration Date: 07 January 2025



Building Industry Consulting Service International
THE PROFESSIONAL DESIGNATION OF
OUTSIDE PLANT DESIGNER

IS AWARDED TO

Lawrence W Host

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

Designation Number: [REDACTED]

Registration Start Date: 1/1/2020

Registration End Date: 12/31/2022



BICSI
OSP DESIGNER
Since

5/22/2004

Henry E. Jennings

Chair, Registrations & Credentials Supervision Committee

RLT

Vice President of Credentialing

Building Industry Consulting Service International
THE PROFESSIONAL DESIGNATION OF
REGISTERED COMMUNICATIONS
DISTRIBUTION DESIGNER®

IS AWARDED TO

Lawrence W Host

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

Designation Number: [REDACTED]

Registration Start Date: 1/1/2020

Registration End Date: 12/31/2022



BICSI
RCDD
Since

2/14/1998

David E. Jennings

Chair, Registrations & Credentials Supervision Committee

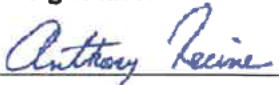
Patricia

Vice President of Credentialing



Contract ID: I42252-01 - Pricing
Reference ID: 7737
Routing Code: U-U-E

Service Order Form to the U.S. Services Agreement

TRANSPORTATION, WEST VIRGINIA DEPARTMENT OF (Customer)	Verizon Select Services Inc. (Verizon)
Customer Signature:	Verizon Signature: 
Name: John Estep	Name: Anthony Recine
Title: Purchasing	Title: Senior Vice President
Date:	Date: 01/10/2022
Email: john.w.estep@wv.gov	

Valid if signed and submitted to Verizon by 17-Mar-2022.

This Service Order Form is entered into between Verizon and Customer listed below pursuant to the U.S. Services Agreement ("Agreement") identified by Verizon Contract ID I42252-01. This document is not effective until the Agreement has been amended to include the Service Attachment(s) and promotions for the new Services and promotions being ordered under this Service Order Form. Verizon will provide and invoice Customer for the Services it orders, pursuant to the terms of the Agreement. This Service Order Form is binding on the Commencement Date.

Parties	
Customer: TRANSPORTATION, WEST VIRGINIA DEPARTMENT OF	Verizon: Verizon Select Services Inc.
Registered Office Address: 1900 KANAWHA BLVD E RM 5 CHARLESTON, WV 25305-0001 USA	Registered Office Address: 22001 Loudoun County Parkway Ashburn, Virginia 20147
Registered No., ABN or CIN (if applicable): N/A	Registered No. or ABN (if applicable): Not applicable
VAT/GST/Consumption Tax Number (if applicable): N/A	VAT/GST/Consumption Tax Number (if applicable): N/A
Additional Legal Entity Information (if applicable):	Additional Legal Entity Information (if applicable): Not applicable



Contract ID: I42252-01 - Pricing

Reference ID: 7737

Routing Code: U-U-E

Address for Notices:

1900 KANAWHA BLVD E RM 5
25305-0001 CHARLESTON, WV
USA
john.w.estep@wv.gov

Address for Notices:

6415-6455 Business Center Drive
Highlands Ranch, CO 80130
USA
Attn: Customer Service
Email: notice@verizon.com

PRICING**SERVICE ORDER FORM (OPTIMIZED SERVICES)**

Quote ID	207872731
Quote Version #	0
Order Section #	1666731

Order Summary by Location:

Location ID	Location Address	Service Provided by	Currency	MRC	NRC
69411413C - CHARLESTON	1900 KANAWHA BLVD E, CHARLESTON, WV 25305- 0009, United States	Verizon Select Services Inc.	USD	0.00	59,138.67
Total excluding Taxes (as defined in the Contract)			USD	0.00	59,138.67

Service Order Details: All Services provided by Verizon Select Services Inc. unless otherwise specified. The invoice will be based on service configuration at time of invoice reflective of any changes made by the Customer.

1. Service Delivered to:**Location ID:** 69411413C - CHARLESTON

1900 KANAWHA BLVD E, CHARLESTON, WV 25305-0009, United States

Service Summary	MRC (USD)	NRC (USD)
Professional Services +	0.00	59,138.67
Total (USD) excluding Taxes (as defined in the Contract)	0.00	59,138.67

Service Detail for Location ID(s): 69411413C - CHARLESTON (See Appendix and Contract for any additional charges)	Activity Type	Quantity	MRC (USD)	NRC (USD)
Professional Services +, Service ID: 1451953229				
Service Sold and Provided by Verizon Select Services, Inc.				
Activity Type: ADDED				
Service Commitment: 12 Months				
Service Activation Date: Upon Execution				
Structured Cabling - Progress Billing - Invoiced - Upon Progress Billing ¹	ADDED	N/A	N/A	32,357.92
Implementation and Integration - Structured Cabling - Structured Cabling Material - Fixed - Upon Completion ¹	ADDED	N/A	N/A	26,780.75
Total (USD) excluding Taxes (as defined in the Contract)			0.00	59,138.67



Contract ID: I42252-01 - Pricing

Reference ID: 7737

Routing Code: U-U-E

Additional Information:

¹ 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 (as applicable) and incorporated by this reference.

**PROFESSIONAL SERVICES
STRUCTURED CABLING
STATEMENT OF WORK ID: 207872731
FOR: STATE OF WEST VIRGINIA – DEPT OF TRANSPORTATION
TO VERIZON PROFESSIONAL SERVICES SERVICE ATTACHMENT**

This Statement of Work ("SOW") is entered into between the entities identified as, respectively, "Verizon" and "Customer" in the Professional Services Service Order form ("SOF"). This SOW is made pursuant to the Professional Services Service Attachment and is made part of the Agreement. All capitalized terms used but not expressly defined in this SOW have the meanings given such terms in the Agreement.

1. Project Description.

This SOW defines the Project that Verizon will provide to Customer under the terms of the Agreement and forms the basis for the pricing in the SOF. Verizon will perform the Project at the Customer Sites identified in the SOF. This SOW, SOF, and Agreement constitute the entire agreement between the Parties with respect to the Project and supersede all other prior or contemporaneous representations, understandings or agreements. Except as otherwise expressly stated herein, no amendment to this SOW is valid unless in writing and signed by both Parties. The Project is limited to the services, Deliverables, documentation and conditions stated herein and in the Agreement.

2. Description of Services.

The Project consists of structured cabling services (the "Professional Services" or "Structured Cabling Services").

3. Scope of Work.

State of West Virginia – Depart. of Transportation - 1900 Kanawha Blvd East, Bldg 5, Rm 720 Charleston, WV 25305
WV DOT District 7 Multi-Purpose and Lab Cabling (DOT2200000078)

Structured Cabling Services will include the installation of Communications Cabling and associated support structure as described WV DOT District 7 Multi-Purpose and Lab Cabling (DOT2200000078). All cabling install becomes the property of State of WV upon completion.

The "System", as used within this SOW, means the structured cabling solution provided under this SOW, e.g. CPE, including without limitation, cables and other related materials. "Customer Site", as used within this SOW means a space owned, leased or otherwise under the control of Customer or Authorized User at which Structured Cabling Services are provided (including without limitation locations of interconnection, termination and origination).

4. Deliverables and Documentation. Deliverables are intended for Customer and Verizon use only. Customer may disclose a Deliverable to a third party pursuant to the Agreement's confidentiality terms. Verizon will provide:

4.1 Installation which complies with standards and codes, including as applicable:

- NFPA 70 – National Electric Code
- ANSI/TIA-568-C.0 – Generic Telecommunications Cabling for Customer Premises
- ANSI/TIA-568-C.1 – Commercial Building Telecommunications Cabling Standard
- TIA-569-B – Commercial Building Standard for Telecommunications Pathways and Spaces
- ANSI/TIA-606-A – Administration Standard for Commercial Telecommunications Infrastructure

- ANSI-J-STD-607-A – Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications
- TIA-526-7 – Measurement of Optical Power Loss of Installed Single-Mode Fiber Cable Plant
- TIA-526-14-A – Optical Power Loss Measurements of Installed Multimode Fiber Cable Plant
- ANSI/TIA-758-A – Customer-Owned Outside Plant Telecommunications Infrastructure Standard
- ANSI/TIA-942 – Telecommunications Infrastructure Standard for Data Center

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

4.3 Deliver the System to the Customer Site(s) shown on the SOF;

4.4 Contact the Customer prior to install in order to confirm Customer Site readiness;

4.5 Provide the labor to complete the project in a good and workmanlike manner,

4.6 Provide progress updates to review actual progress with the Customer SPOC;

4.7 Provide a schedule indicating general Project deadlines with specific dates relating to the installation of the System;

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

4.9 Additional Deliverables and Documentation

- Test Results

5. Customer Obligations.

Delivery of the Professional Services by Verizon is dependent on Customer's performance of the following:

Customer must:

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

5.2 Confirm and agree to the schedule indicating general Project deadlines with specific dates relating to the installation of the System as provided by Verizon.

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

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

5.5 Provide prompt physical and electronic access to Locations where Verizon will install the System. NOTE: Wait time in excess of 30 minutes may result in a time and material charge. Verizon will coordinate Project activities in advance in order to allow for timely access and avoid delay.

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

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

5.8 Control all activities associated with the existing Customer equipment, including without limitation changes, additions or deletions of devices made by any non-Verizon provided technicians.

5.9 Provide adequate and secure storage space for the Verizon equipment, tools, and materials at the Location.

5.10 Unless otherwise provided for in Section 2, Scope of Work, provide sufficient rack space or other appropriate installation location for the System.

5.11 Ensure that the Customer's ground meets the recommendations of the System manufacturer. If a new ground work is required, Verizon can perform such work at Customer's request pursuant to a quote.

5.12 Ensure that any and all main or intermediate distribution frames ("MDF/IDF") are of sufficient size to accommodate System being installed.

5.13 Ensure conformance with any applicable codes, regulations, and laws, including but not limited to electrical, building, safety, and health.

5.14 Dispose of all decommissioned equipment, unless provided otherwise in the SOF.

5.15

5.16 ☐ If this box is checked, Verizon will demolish and dispose of all abandoned cable as required by code. If this box is not checked, Verizon will not demolish and dispose of abandoned cable.

5.17

5.18 Additional Responsibilities:

- Customer is responsible to gaining the landlord/building manager approval for any work.
- Any work cancelled with less than 24 hours noticed will be billed hourly for the time to re-mobilize.
- Identification of existing utilities is the customer's responsibility.
- It is the customer's responsibility to provide Verizon employees with an environment free from hazardous pollutants, including asbestos. In the event pollutants are encountered; the Customer shall remove the pollutant and bear responsibility for any additional construction.

6. Conditions. Delivery of the Professional Services by Verizon is predicated on the following assumptions and conditions.

6.1 Structured Cabling Services are generally available within the 48 contiguous United States. Orders for Structured Cabling Services in Alaska and Hawaii must be specifically pre-approved by Verizon.

- 6.2 Unless otherwise agreed, all Structured Cabling Services will be performed between the hours of 8:00 a.m. and 5:00 p.m. (local time where Structured Cabling Services are performed) Monday through Friday. Any hours extending beyond these hours are considered "Overtime, Sunday or Holiday Hours". If Customer requests that Structured Cabling Services be performed during these hours, hourly rates will be adjusted and included in the SOF.
- 6.3 Unless Customer otherwise requests in writing Verizon will, at Customer's expense, apply for permits necessary for Structured Cabling Services.
- 6.4 Verizon will provide Customer written notice indicating the date Structured Cabling Services is complete (the "In-Service Date"). Verizon will attempt to meet Customer's requested In-Service Dates, however Verizon can not guarantee any In-Service Date. In-Service Dates are subject to the availability of materials and resources.
- 6.5 Should Customer request delay of Structured Cabling Services, or should Structured Cabling Services be delayed as a result of Customer's action or inaction, Verizon may store the System, or any portion thereof, at Customer's risk and expense. Any schedules services cancelled at the Customer's request within 48 hours of scheduled arrival will incur remobilization costs.
- 6.6 Verizon will use reasonable efforts to avoid interruption of Customer's network service during Office Hours. If it is necessary to interrupt network service during Office Hours, Verizon will notify the SPOC at least 48 hours in advance.
- 6.7 Customer will allow Verizon access to Customer Site(s) for performance of any required Structured Cabling Service. Customer will notify Verizon of any site-specific requirements that might impact Verizon's ability to access such Customer Site, e.g. safety or security training ("Training"). Verizon will comply with such Training requirements however Verizon reserves the right to bill Customer for the time required for Training at Verizon's then current labor rate. Customer will provide necessary badges, escorts, etc. required for Customer Site access per Customer's security and safety policies.
- ☐ If this box is checked, Verizon personnel will require additional training for Customer Site access.
- 6.8 This SOW and the Agreement constitute the entire agreement between the Parties with respect to the Structured Cabling Services and supersedes all other prior or contemporaneous representations, understandings or agreements. Except as otherwise expressly stated herein, no amendment to this SOW is valid unless in writing and signed by Customer.
- 6.9 Structured Cabling Services are limited to the services, Deliverables, documentation, and conditions stated herein and in the Agreement, and the System defined in the SOF.
- 6.10 **Change Order Request.** Customer may request changes in, or additions to, the Structured Cabling Services being provided hereunder by agreeing to a completing Verizon Change Order form, provided by Verizon. Requested changes will be facilitated to the extent feasible. If Verizon determines that such changes will cause an increase or decrease in the cost of, or time required for performance of the Structured Cabling Services, Verizon will advise Customer thereof and such adjustments will be reflected in the Verizon Change Order form. The Verizon Change Order form will not become effective unless and until it is agreed to and executed by both Customer and Verizon. Verizon will initiate changes to the project that affect cost or significantly affect schedule using this Change Order procedure.

6.11 Additional Conditions and Assumptions:

- Quote pricing is based on Non Union labor. If union labor is required the rates will change to reflect the additional cost to Verizon according to the local union requirements
- No prevailing wage rates apply to this contract
- Quote pricing does not include any mounting, moving, configuring or turning up of active equipment unless specified.
- Identification of existing utilities is the Customer's responsibility.
- Underground trenching and boring costs do not include going through unforeseen subsurface obstacles. If unforeseen obstacles are encountered; additional charges may apply. This would include but not limited to; seasonal frost, buried debris, existing utilities or other structures etc. that were not discovered in the survey process.
- Any Quote that includes pricing for the installing of pull string into an existing conduit assumes the conduit is free of obstructions. Any additional costs to clear or replace the conduit will be billed based upon actual time, expenses, and materials incurred.
- Return trips for operational verification of other vendors equipment, will be billable at standard rates should there be no fault found with cabling installation.
- This quote is based on continuous work in all sections or segments of the project, to begin on a predetermined start and end date - as agreed upon with client.

7. Acceptance Testing.

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

8. Warranty

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

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

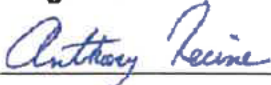
☐ If this box is checked, the System includes manufacturer's warranty.

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

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



U.S. Services Agreement Master Service Order Form

TRANSPORTATION, WEST VIRGINIA DEPARTMENT OF (Customer)	Verizon Select Services Inc. (Verizon)
Customer Signature:	Verizon Signature: 
Name: John Estep	Name: Anthony Recine
Title: Purchasing	Title: Senior Vice President
Date:	Date: 01/10/2022
Email: john.w.estep@wv.gov	

Valid if signed and submitted to Verizon by 17-Mar-2022.

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 clause entitled Definitions in the Master Terms. Service Attachments 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, 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 utilise 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.

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"	with a copy to Verizon Business Services on behalf of Verizon Select Services Inc. 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 0803 DOT2200000078 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-notice@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.

"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	
Customer: TRANSPORTATION, WEST VIRGINIA DEPARTMENT OF	Verizon: Verizon Business Network Services LLC on behalf of affiliates identified in this Agreement or in the online Service Publication and Price Guide (individually and collectively "Verizon Providers of U.S. Services")
Registered Office Address: 1900 KANAWHA BLVD E RM 5 CHARLESTON, WV 25305-0001 USA	Registered Office Address: One Verizon Way Basking Ridge, NJ 07920 USA
Registered No., ABN or CIN (if applicable): N/A	Registered No. or ABN (if applicable): Not applicable
VAT/GST/Consumption Tax Number (if applicable): N/A	VAT/GST/Consumption Tax Number (if applicable): N/A
Additional Legal Entity Information (if applicable):	Additional Legal Entity Information (if applicable): Not applicable
Address for Notices: 1900 KANAWHA BLVD E RM 5 CHARLESTON, WV 25305-0001 USA john.w.estep@wv.gov	Address for Notices: Verizon Business Services 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 +

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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.

NEW SERVICE(S)

1. PROFESSIONAL SERVICES + (OPTIMIZED)



Contract ID: I42252-01 - Ts&Cs+Pricing

Reference ID: 7738

Routing Code: Nonstandard U-U-E

1.1 **Service Charges**

Charges

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

General Terms and Conditions

8. Insurance

Verizon Response

Verizon proposes the following edits to Section 8, Insurance.

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 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 or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in ~~at least an amount of:~~ \$1,000,000.00 per occurrence and \$1,000,000 general aggregate.

☒ **Automobile Liability Insurance** in ~~at least an amount of:~~ \$500,000.00 per occurrence combined single limit each accident.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, 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.

☒ **State of West Virginia must be listed as additional insured on Insurance Certificate. Certificate holder should read as follows:**

☒ State of WV
1900 Kanawha Blvd. E, Bldg. 5
Charleston, WV 25305

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~~ included 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 clarifies this requirement. The pricing proposed in this RFP/RFQ does not include any applicable tax, governmental charge, surcharge or pass through charges.

36. Indemnification:

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.