



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

Request for Quotation

RFQ NUMBER:
ISCJ0079

PAGE:
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
**KRISTA FERRELL
 304-558-2596**

RFQ COPY
TYPE NAME/ADDRESS HERE

VENDOR

SHIP TO

**ALL STATE AGENCIES
 AND POLITICAL SUBDIVISIONS
 VARIOUS LOCALES AS INDICATED
 BY ORDER**

DATE PRINTED	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
01/13/2009				

BID OPENING DATE: **02/10/2009** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		280-75		
<p>CABLING PROJECT FOR DMV TO KANAWHA CITY</p> <p>REQUEST FOR QUOTATION (RFQ)</p> <p>THE WEST VIRGINIA STATE PURCHASING DIVISION FOR THE AGENCY, THE WEST VIRGINIA OFFICE OF TECHNOLOGY, IS SOLICITING BIDS TO PROVIDE THE AGENCY WITH ALL LABOR AND MATERIALS FOR A COMPLETE STRUCTURED CABLING TELECOMMUNICATIONS DISTRIBUTION FOR THE WEST VIRGINIA DIVISION OF MOTOR VEHICLES LOCATED AT THE AGENCY'S LOCATION IN THE KANAWHA MALL PLAZA IN CHARLESTON, WEST VIRGINIA (KANAWHA CITY) PER THE ATTACHED SPECIFICATIONS.</p> <p>A MANDATORY PRE-BID MEETING WILL BE HELD ON TUESDAY, JANUARY 26, 2009 AT 01:30 PM AT THE AGENCY'S KANAWHA MALL LOCATION. ALL VENDORS ARE ASKED TO ASSEMBLE IN THE HALLWAY OF THE MALL IN FRONT OF THE DIVISION OF MOTOR VEHICLES. ALL PRIME/GENERAL CONTRACTORS WISHING TO SUBMIT A BID FOR THIS PROJECT MUST ATTEND THIS MEETING. SUBCONTRACTORS AND MATERIAL SUPPLIERS ARE WELCOME TO ATTEND; HOWEVER, ATTENDANCE IS NOT MANDATORY. ANY PRIME/GENERAL CONTRACTOR FAILING TO ATTEND THIS MEETING WILL BE DISQUALIFIED FROM BIDDING ON THIS PROJECT. NO ONE PERSON MAY REPRESENT MORE THAN ONE VENDOR.</p> <p>TECHNICAL QUESTIONS CONCERNING THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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<p>VIRGINIA STATE PURCHASING DIVISION VIA FAX AT 304-558-4115 OR VIA EMAIL AT KRISTA.S.FERRELL@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS WEDNESDAY, JANUARY 28, 2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE. ANY VERBAL REPRESENTATIONS MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSIONS AT THE PRE-BID MEETING OR SUBSEQUENT DISCUSSIONS HELD BETWEEN THE VENDOR'S REPRESENTATIVE AND ANY STATE PERSONNEL IS NOT BINDING. ONLY INFORMATION ISSUED IN WRITING AND ADDED TO BID DOCUMENTS BY AN OFFICIAL ADDENDUM ARE BINDING.</p> <p>QUESTIONS CONCERNING THE ACTUAL PROCESS BY WHICH A VENDOR MAY SUBMIT A BID TO THE STATE OF WEST VIRGINIA ARE NOT CONSIDERED TO BE TECHNICAL QUESTIONS AND MAY BE SUBMITTED AT ANY TIME PRIOR TO THE BID OPENING AND IN ANY FORMAT.</p> <p>EXHIBIT 5</p> <p>WEST VIRGINIA CODE 21-1D-5 PROVIDES THAT: ANY SOLICITATION FOR A PUBLIC IMPROVEMENT CONSTRUCTION CONTRACT REQUIRES EACH VENDOR THAT SUBMITS A BID FOR THE WORK TO SUBMIT AT THE SAME TIME AN AFFIDAVIT OF COMPLIANCE WITH THE BID. THE ENCLOSED PURCHASING AFFIDAVIT MUST BE SIGNED AND SUBMITTED WITH THE BID AS EVIDENCE OF THE VENDOR'S COMPLIANCE WITH THE PROVISIONS OF ARTICLE 1D, CHAPTER 21 OF THE WEST VIRGINIA CODE. FAILURE TO SUBMIT THE SIGNED PURCHASING AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE PERFORMED BY APRIL 30, 2009. THIS IS A FAST TRACK PROJECT. THE PURCHASE ORDER WILL SERVE AS THE NOTICE TO PROCEED.</p>						

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<p>CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE MATERIALS OR WORKMANSHIP SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM WITH THE SPECIFICATIONS OF THE BID AND CONTRACT HERE IN.</p> <p>WAGE RATES: THE CONTRACTOR OR SUBCONTRACTOR SHALL PAY THE HIGHER OF THE U.S. DEPARTMENT OF LABOR MINIMUM WAGE RATES AS ESTABLISHED FOR KANAWHA COUNTY, PURSUANT TO WEST VIRGINIA CODE 21-5A, ET, SEQ. (PREVAILING WAGE RATES APPLY TO THIS PROJECT)</p> <p>ARBITRATION: ANY REFERENCES MADE TO ARBITRATION OR INTEREST FOR PAYMENTS DUE (EXCEPT FOR ANY INTEREST REQUIRED BY STATE LAW) CONTAINED IN THIS CONTRACT OR IN ANY AMERICAN INSTITUTE OF ARCHITECTS DOCUMENTS PERTAINING TO THIS CONTRACT ARE HEREBY DELETED.</p> <p>WORKERS' COMPENSATION: VENDOR IS REQUIRED TO PROVIDE A CERTIFICATE FROM WORKERS' COMPENSATION IF SUCCESSFUL FOR THE LIFE OF THE CONTRACT.</p> <p>ALL OF THE ITEMS CHECKED BELOW WILL BE A REQUIREMENT OF THIS CONTRACT:</p> <p><input checked="" type="checkbox"/> INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF COMMERCIAL GENERAL LIABILITY INSURANCE PRIOR TO ISSUANCE OF CONTRACT. UNLESS OTHERWISE SPECIFIED IN THE BID DOCUMENTS, THE MINIMUM AMOUNT OF INSURANCE COVERAGE REQUIRED IS SPECIFIED IN SECTION 2.5 OF THE ATTACHED SPECIFICATIONS.</p> <p><input type="checkbox"/> BUILDERS RISK INSURANCE: SUCCESSFUL VENDOR SHALL FURNISH PROOF OF BUILDERS RISK - ALL RISK INSURANCE IN AN AMOUNT EQUAL TO 100% OF THE AMOUNT OF THE CONTRACT.</p>						

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<p>(XX) BONDS: FIVE PERCENT (5%) OF THE TOTAL AMOUNT OF THE BID PAYABLE TO THE STATE OF WEST VIRGINIA, SHALL BE SUBMITTED WITH EACH BID AS A BID BOND. THE SUCCESSFUL BIDDER SHALL ALSO FURNISH A PERFORMANCE BOND AND LABOR/MATERIAL BOND FOR 100% OF THE AMOUNT OF THE CONTRACT. BONDS MAY BE PROVIDED IN THE FORM OF A CERTIFIED CHECK, IRREVOCABLE LETTER OF CREDIT, OR BOND FURNISHED BY A SOLVENT SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF WEST VIRGINIA. A LETTER OF CREDIT SUBMITTED IN LIEU OF A BOND WILL ONLY BE ALLOWED FOR PROJECTS UNDER \$100,000. PERSONAL OR BUSINESS CHECKS ARE NOT ACCEPCTABLE IN LIEU OF THE 5% BID BOND, PERFORMANCE BOND, OR LABOR AND MATERIAL BOND.</p> <p>() MAINTENANCE BOND: A TWO (2) YEAR MAINTENANCE BOND COVERING THE ROOFING SYSTEM WILL BE A REQUIREMENT OF THE SUCCESSFUL VENDOR.</p> <p>REV. 11/00</p> <p>EXHIBIT 7</p> <p>DOMESTIC ALUMINUM, GLASS & STEEL IN PUBLIC WORKS PROJECTS</p> <p>IN ACCORDANCE WITH WEST VIRGINIA CODE 5-19-1 ET., SEQ., EVERY CONTRACT FOR CONSTRUCTION, RECONSTRUCTION, ALTERATION, REPAIR, IMPROVEMENT OR MAINTENANCE OF PUBLIC WORKS, WHERE THE COST IS MORE THAN \$50,000 AND, IN THE CASE OF STEEL ONLY, WHERE THE COST OF STEEL IS MORE THAN \$50,000 OR WHERE MORE THAN 10,000 POUNDS OF STEEL ARE REQUIRED, THE STATE WILL ACCEPT ONLY ALUMINUM GLASS, OR STEEL PRODUCTS PRODUCED IN THE UNITED STATES. IN ADDITION, ITEMS OF MACHINERY OR EQUIPMENT PURCHASED</p>						

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<p>FOR USE AT THE SITE OF PUBLIC WORKS SHALL BE MADE OF DOMESTIC ALUMINUM, GLASS OR STEEL, UNLESS THE COST OF THE PRODUCT IS LESS THAN \$50,000 OR LESS THAN 10,000 POUNDS OF STEEL ARE USED IN PUBLIC WORKS PROJECTS.</p> <p>FOREIGN MADE ALUMINUM, GLASS OR STEEL PRODUCTS MAY BE ACCEPTED ONLY IF THE COST OF DOMESTIC PRODUCTS IS FOUND TO BE UNREASONABLE. SUCH COST IS UNREASONABLE IF IT IS 20% OR MORE HIGHER THAN THE BID PRICE FOR FOREIGN MADE 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, FOREIGN PRODUCTS MAY BE SUPPLIED ONLY IF DOMESTIC PRODUCTS ARE 30% OR MORE HIGHER IN PRICE THAN THE FOREIGN MADE PRODUCTS.</p> <p>IF, PRIOR TO THE AWARD OF A CONTRACT UNDER THE ABOVE PROVISIONS, THE SPENDING OFFICER OF THE SPENDING UNIT DETERMINES THAT THERE EXISTS A BID FOR LIKE FOREIGN ALUMINUM, GLASS OR STEEL THAT IS REASONABLE AND LOWER THAN THE LOWEST BID DOMESTIC PRODUCTS, THE SPENDING OFFICE MAY REQUEST, IN WRITING, A REEVALUATION AND REDUCTION IN THE LOWEST BID FOR SUCH DOMESTIC PRODUCTS. ALL VENDORS MUST INDICATE IN THEIR BID IF THEY ARE SUPPLYING FOREIGN ALUMINUM, GLASS OR STEEL.</p> <p>REV. 3/88</p> <p>EXHIBIT 9</p> <p>NOTICE FOR ISSUANCE & ACKNOWLEDGEMENT OF CONSTRUCTION PROJECT ADDENDA</p> <p>THE ARCHITECT/ENGINEER AND/OR AGENCY SHALL BE REQUIRED TO ABIDE BY THE FOLLOWING SCHEDULE IN ISSUING</p>						

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<p>CONSTRUCTION PROJECT ADDENDA FOR STATE AGENCIES:</p> <p>(1) THE ARCHITECT/ENGINEER SHALL PREPARE THE ADDENDUM AND A LIST OF ALL PARTIES THAT HAVE PROCURED DRAWINGS AND SPECIFICATIONS FOR THE PROJECT. THE ADDENDUM AND LIST SHALL BE FORWARDED TO THE BUYER IN THE STATE PURCHASING DIVISION. THE ARCHITECT/ENGINEER SHALL ALSO SEND A COPY OF THE ADDENDUM TO THE STATE AGENCY FOR WHICH THE CONTRACT IS ISSUED.</p> <p>(2) THE BUYER SHALL SEND THE ADDENDUM TO ALL INTERESTED PARTIES AND, IF NECESSARY, EXTEND THE BID OPENING DATE. ANY ADDENDUM SHOULD BE RECEIVED BY THE BUYER WITHIN FOURTEEN (14) DAYS PRIOR TO THE BID OPENING DATE.</p> <p>(3) ALL ADDENDA SHOULD BE FORMALLY ACKNOWLEDGED BY ALL BIDDERS AND SUBMITTED TO THE STATE PURCHASING DIVISION. THE SAME RULES AND REGULATIONS THAT APPLY TO THE ORIGINAL BIDDING DOCUMENT SHALL ALSO APPLY TO AN ADDENDUM DOCUMENT. THE ONLY EXCEPTION MAY BE FOR AN ADDENDUM THAT IS ISSUED FOR THE SOLE PURPOSE OF CHANGING A BID OPENING TIME AND/OR DATE.</p> <p>REV. 11/96</p> <p>EXHIBIT 10</p> <p>ADDENDUM ACKNOWLEDGEMENT</p> <p>I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.</p>						

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ADDENDUM NOS.:						
	NO. 1				
	NO. 2				
	NO. 3				
	NO. 4				
	NO. 5				
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
.....SIGNATURE						
.....COMPANY						
.....DATE						
REV. 11/96						
CONTRACTORS LICENSE						
WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS						

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<p>STATE MUST BE LICENSED. THE WEST VIRGINIA CONTRACTORS LICENSING BOARD IS EMPOWERED TO ISSUE THE CONTRACTORS LICENSE. APPLICATIONS FOR A CONTRACTORS LICENSE MAY BE MADE BY CONTACTING THE WEST VIRGINIA DIVISION OF LABOR CAPITOL COMPLEX, BUILDING 3, ROOM 319, CHARLESTON, WV 25305. TELEPHONE: (304) 558-7890.</p> <p>WEST VIRGINIA STATE CODE 21-11-11 REQUIRES ANY PROSPECTIVE BIDDER TO INCLUDE THE CONTRACTORS LICENSE NUMBER ON THEIR BID.</p> <p>BIDDER TO COMPLETE:</p> <p>CONTRACTORS NAME:</p> <p>CONTRACTORS LICENSE NO.:</p> <p>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FURNISH A COPY OF THEIR CONTRACTORS LICENSE PRIOR TO ISSUANCE OF A PURCHASE ORDER/CONTRACT</p> <p style="text-align: center;">APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULE AND REGULATIONS, AND THE INFORMATION PROVIDED IN THE "REQUEST FOR QUOTATION" ISSUED BY THE PURCHASING DIVISION IS THE SOLE AUTHORITY GOVERNING THIS PROCUREMENT.</p> <p>ANY INFORMATION PROVIDED IN SPECIFICATION MANUALS, OR ANY OTHER SOURCE, VERBAL OR WRITTEN, WHICH CONTRADICTS OR ALTERS THE INFORMATION PROVIDED FROM THE SOURCES AS DESCRIBED IN THE ABOVE PARAGRAPH IS VOID AND OF NO EFFECT.</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES</p>						

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<p>FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p style="text-align: center;">NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p style="text-align: center;">DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>THE BID SHOULD CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER: KRISTA FERRELL-FILE 21</p> <p>REQ. NO.: ISCJ0079</p> <p>BID OPENING DATE: 02/10/2009</p> <p>BID OPENING TIME: 1:30 PM</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID:</p> <p>-----</p>						

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PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE: -----						
***** THIS IS THE END OF RFQ ISCJ0079 ***** TOTAL: _____						

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**State of West Virginia
Department of Administration
Office of Technology
Charleston, WV**

Request for Quotation for ISCJ0079

1.0 OBJECTIVE

The West Virginia Purchasing Division for the agency, the State of West Virginia Department of Administration Office of Technology (WVOT) is soliciting bids to provide the agency with a complete structured cabling telecommunications distribution system for the *Dept of Transportation, Division of Motor Vehicles, Charleston WV.*

This is a new construction / renovation area within the Kanawha Mall on MacCorkle Ave. in Charleston WV.

The project must be completed by April 30, 2009.

This Request for Quotation covers all Phases: **Installation, testing, and acceptance of the telecommunications distribution system infrastructure cable.** Prices quoted shall be all-inclusive and represent complete installation. The Vendor shall be responsible for all parts, labor and all other associated apparatus necessary to completely install, test, and turnover for acceptance to the WVOT

Oral Statements and Commitments:

Vendor should clearly understand that any verbal representations made or assumed to be made during any oral discussions held between Vendor's representatives and any State personnel is **not** binding. Only the information issued in writing and added to the Request for Quotation specifications file by an official written addendum are binding.

Job Site Parking

There is vendor parking (first come first serve) on the parking lot behind the Building. Equipment may be unloaded at the rear door of the building but vehicles will not be allowed to remain there.

Omissions

Omission in the proposal of any provision herein described shall not be construed as to relieve The Vendor of any responsibility or obligation requisite to the complete and satisfactory delivery, operation, and support of any and all equipment or services.

Warranty

Materials and workmanship hereinafter specified and furnished shall be fully guaranteed by The Vendor for **fifteen years** from transfer of title against any defects. Defects which may occur as the result of faulty materials or workmanship within **fifteen years** after installation and acceptance by The WVOT shall be

corrected by The Vendor at no additional cost to The WVOT. The Vendor's warranties shall commence with acceptance of/or payment for the work in full.

This warranty shall in no manner cover equipment that has been damaged or rendered unserviceable due to negligence, misuse, acts of vandalism, or tampering by The WVOT or anyone other than employees or agents of The Vendor. The Vendor's obligation under its warranty is limited to the cost of repair of the warranted item or replacement thereof, at The Vendor's option. Insurance covering said equipment from damage or loss is to be borne by The Vendor until full acceptance of equipment and services.

Inspection, Acceptance, and Title

Inspection and Acceptance will be at destination and upon successful installation unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful Vendor until acceptance by The WVOT, unless loss or damage results from negligence by The WVOT. If the materials or services supplied to The WVOT are found to be defective or do not conform to the specifications, The WVOT reserves the right to cancel the contract upon written notice to The Vendor and return products at The Vendor's expense, based upon the terms of the Contract.

The WVOT shall at all times have access to the work wherever it is in preparation or progress, and The Vendor shall provide proper facilities for such access and for inspection. The Vendor shall not close up any work until The WVOT has inspected the work. Should The Vendor close up the work prior to inspection by The WVOT, The Vendor shall uncover the work for inspection by The WVOT at no cost to The WVOT, and then recover the work according to the specification contained herein.

The Vendor shall notify The WVOT in writing when the work is ready for inspection. The WVOT will inspect the work as expeditiously as possible after receipt of notification from The Vendor.

Safety

The Vendor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed in performing the work. The Vendor shall at all times comply with the regulations set forth by federal, state, and local laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Vendor shall indemnify and hold harmless The WVOT from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on The WVOT because of The Vendor, subcontractor, or supplier's failure to comply with the regulations stated herein.

Patents and Royalties

The Vendor, without exception, shall indemnify and hold harmless The WVOT and its employees from any liability of any nature or kind, including costs and expenses for, or on account of, any trademarked, copyrighted, patented, or non-patented invention, process, or article manufactured or used in the performance of the Contract, including its use by The WVOT. If The Vendor or subcontractor uses any design, device, or materials covered by letters, patent, trademark, or copyright, it is mutually understood and agreed without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

2.0 QUALIFICATIONS

2.1 Project Manager

The Vendor will provide a Project Manager who will act as a single point of contact for all activities regarding this project. The Project Manager will be required to make on-site decisions regarding the scope of the work and any changes required by the work. The Project Manager must be on the job at any time work is being performed or workers are present. The Project Manager will be totally responsible for

all aspects of the work and shall have the authority to make immediate decisions regarding implementation or changes to the work.

2.2 Construction Manager

The WVOT shall provide a Construction Manager who shall act as a single point of contact for all activities regarding this project. The Construction Manager will be responsible for all decisions required of The WVOT and shall coordinate with all departments during installation activities. The Construction Manager shall notify The WVOT Inspector when inspections are scheduled and shall coordinate the inspection between The Vendor and The WVOT Inspector.

2.3 Experience

2.3.1 The selected Vendor must be fully capable and experienced in the **structured cabling telecommunications distribution systems** specified. To ensure the system has continued support, the WVOT will contract only with Vendors having a successful history of sales, installation, service, and support. The Vendor must have a minimum of **five (5) years** of experience.

2.3.2 The Vendor must have an **RCDD®** (*Registered Communications Distribution Designer*) on staff that will be ultimately responsible for this project. The RCDD must have sufficient experience in this type project as to be able to lend adequate technical support to the field forces during installation, during the warranty period, and during any extended warranty periods or maintenance contracts. A resume of the responsible RCDD must be provided and should be attached to The Vendor's response. Should the RCDD assigned to this project change during the installation, the new RCDD assigned must meet all requirements of the RFQ.

2.3.3 If, in the opinion of The WVOT, the RCDD does not possess the required qualifications to support the project, The WVOT reserves the right to require The Vendor to assign an RCDD who, in The WVOT's opinion, possesses the necessary skills and experience required of this project.

2.3.4 The Vendor must also have **Systemax, Siemon and BICSI Registered Installers and Technicians or equal Registered Installers and Technicians** on staff and assign them to this project. The project shall be staffed by Installers and Technicians, who, in the role of lead crafts persons, will be able to provide leadership and technical resources for the remaining crafts persons on the project. A minimum of 30 percent of personnel shall be BICSI registered telecommunications installers. Of that number 15 percent shall be registered at the *Technician Level*, at least 40 percent shall be registered at the *Installer Level 2*, and the balance shall be registered at the *Installer Level 1*. A copy of their registrations must be provided and should be submitted in The Vendor's response to this RFQ.

2.3.5 The vendor must also provide an on-site project clerk/assistant for up to 20 hours weekly as deemed necessary by The State and /or The Vendor. Project clerk/assistant must have verifiable telecommunications related experience with State of WV telecommunications projects.

2.4 References

The WVOT may, with full cooperation of The Vendors, visit client installations to observe equipment operations and consult with references. Specified visits and discussion shall be arranged through The Vendors; however, The Vendor personnel shall **not** be present during discussions with references. The Vendor must provide a minimum of **three (3)** references which are of the same size in scope and design that have been completed by The Vendor within the last **two (2)** years.

2.5 Liability and Insurance

The Vendor shall assume the full duty, obligation, and expense of obtaining and maintaining necessary insurance.

2.5.1 Insurance Coverage

The Vendor shall be fully liable to provide and maintain in force during the life of this Contract, such insurance, including Public Liability Insurance, Product Liability Insurance, Auto Liability Insurance, Worker's Compensation, and Employer's Liability Insurance as will assure to The WVOT the protection contained in the foregoing indemnification provision undertaken by The Vendor. Such policies shall be issued by United States Treasury-approved companies authorized to do business in the State of West Virginia and having agents upon whom service of process may be made in The WVOT and shall contain as a minimum, the following provisions, coverages, and policy limits of liability.

2.5.2 General Liability

General Liability Insurance shall protect The WVOT, The Vendor, subcontractor, agents, and employees from claims for damages. The limits of liability provided by such policy shall be no less than Five Hundred Thousand Dollars (U.S. \$500,000.00) per occurrence combined single limit bodily injury and property damage, and an amount not less than One Million Dollars (U.S. \$1,000,000.00) for damages on account of all occurrences.

2.5.3 Product Liability

Product Liability or Completed Operations Insurance shall have bodily injury limits of liability of not less than Five Hundred Thousand Dollars (U.S. \$500,000.00) per person; Five Hundred Thousand Dollars (U.S. \$500,000.00) per occurrence, and Five Hundred Thousand Dollars (U.S. \$500,000.00) aggregate.

2.5.4 Auto Liability

Auto Liability Insurance shall have bodily injury limits of not less than Three Hundred Thousand Dollars (U.S. \$300,000.00) per occurrence and property damage limits of not less than One Hundred Thousand Dollars (U.S. \$100,000.00).

3.0 INSTALLATION GUIDELINES

This RFQ includes equipment, materials, labor, and services to provide telecommunications distribution system infrastructure cable including, but not limited to copper twisted pair and multi-strand fiber; system testing; documentation and providing all equipment, materials, labor, and services, not specifically mentioned or shown, which may be necessary to complete or perfect all parts of the installation.

3.1 All work performed on this project will be installed in accordance with the current edition of the *National Electrical Code*®, the current edition of the *National Electrical Safety Code*®, the current issue of the *ANSI/NECA/BICSI-568 Standard for Installing Commercial Building Telecommunications Cabling*, the current edition of the *BICSI Telecommunications Distribution Methods Manual*, the current edition of the *BICSI Cabling Installation Manual*, the latest issue of the *ANSI/TIA/EIA Standards* as published by Global Engineering Documents as *ANSI/TIA/EIA Telecommunications Building Wiring Standards*, and all local codes and ordinances.

3.2 At a minimum, not limited to, design, manufacture, test, and install telecommunications infrastructure cable per manufacturer's requirements and in accordance with NFPA-70 (*National Electrical Code*®), state codes, local codes, requirements of authorities having jurisdiction, and particularly the following standards:

3.2.1 ANSI/NECA--Telecommunications Cabling

3.2.2 ANSI/TIA/EIA-568-B.1 -- *Commercial Building Telecommunications Cabling Standard, Part 1: General Requirements*

3.2.3 BICSI-568 -- *Standard for Installing Commercial Building ANSI/TIA/EIA-569-A -- Commercial Building Standard for Telecommunications Pathways and Spaces*

3.2.4 ANSI/TIA/EIA-606(A) -- *The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings*

3.2.5 ANSI/TIA/EIA-607(A) -- *Commercial Building Grounding and Bonding Requirements for Telecommunications*

3.3 Install in accordance with the most recent edition of BICSI® publications: BICSI -- *Telecommunications Distribution Methods Manual*

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

4.0 **INFRASTRUCTURE CABLE SYSTEM DESCRIPTION**

The WVOT, as part of its mission, strives for standardization and centralization in technologies to reduce costs including multiple materials stock, technician and end user training, maintaining technology levels, and coordination of multiple location installations.

1. **Category 6 copper, fiber optic cable, and all termination hardware must be from a single manufacturer for the entire project and MUST BE PLENUM RATED.** All installed copper pairs and fiber strands must be terminated and tested to manufacturer's specifications. Each designated location will require two category 6 cables within a single faceplate.
2. **Multiple manufacturers will not be acceptable.**
3. **All Category 6 copper, fiber optic cable, and all termination hardware must be CommScope Systimax (or equal).**
 - A. CommScope Systimax products are used as the technology level standard.
 - B. The use of brand name or equal specifications is for the purpose of describing the minimum standard of quality, technical performance and installation characteristics required and are not intended to limit or restrict competition.
 - C. Alternate bids that meet or exceed those of the brand name or equal specifications and features are invited. In order to receive full consideration, such alternate bids should be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete evaluation. Samples include at a minimum, but not limited to, each product bid: fiber shelf termination units, copper patch panels, manufacturer's fiber optic cable specifications and installed test result specifications, manufacturer's category 6 cable specifications and installed test result specifications, and any other applicable item. All samples provided will be returned to the vendor.

D. Vendors must submit descriptive literature and samples with their response to the RFQ to allow the West Virginia Office of Technology time to make a determination of equality to the brand specified.

E. Failure to provide descriptive literature and samples may result in the bid being rejected as non-responsive and will extend the award determination and cause the construction timeline to be jeopardized.

4. **Due to the complexity of the job, not all conditions and issues can be known. The WVOT will coordinate with the successful vendor to accommodate these unforeseen instances should they arise. Any such change will be upon approval of a change order by the Purchasing Division.**
5. **Hours can be flexible and varied but must be approved by the Office of Technology.**
6. **The State will provide space for staging of materials on site, but will not be responsible for staged materials**

5.0 GROUNDING

Cable tray grounding must conform to the *National Electrical Code*® 2005 – article 392.7 Grounding.

Grounding must conform to ANSI/TIA/EIA 607(A) – *Commercial Building Grounding and Bonding Requirements for Telecommunications, National Electrical Code*®, ANSI/NECA/BICSI-568 and manufacturer's grounding requirements at a minimum.

Vendor must bond to the TMGB (Telecommunications Main Grounding Busbar) in the computer room. Vendor will be required to bond and ground equipment racks, housings, messenger cables, and raceways to the TGB ground system via #6 AWG green insulated copper grounding conductor.

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

6.0 LABELING

Labeling shall conform to ANSI/TIA/EIA-606(B) standard

<https://www.bicsi.org/archive/2008SpringNashville/downloads/ToddFries.pdf>

7.0 AS – BUILT DRAWINGS

At the completion of the job, before final payment is made, the Contractor shall submit four (4) sets of as-built hard copy and electronic form media (utilizing CAD software that is acceptable to the WVOT) to the WVOT. As-built drawings and documentation must be submitted within four (4) weeks of acceptance of project by the State of West Virginia.

As-built drawings and documentation shall include (but not be limited to) the following as related to this specific project:

1. **All cables** - data, voice, video, central paging speaker, reinforcement speaker, intrusion, BAC, HVAC, access control, CCTV, CATV, sound, and labeling of communications outlets and/or device location information.
2. Equipment rack and/or cabinet elevations indicating all rack/cabinet, equipment, patch panel, cabling, and labeling.
3. List of equipment by system and description (head-end systems, switches, monitors, televisions, phones, etc.) showing serial numbers and part numbers.

8.0 FIRESTOPPING MATERIALS

All firestopping will be accomplished using Wiremold flamestopper units or equal.

<http://www.wiremold.com/flamestopper/home.asp>

http://www.wiremold.com/shared_content/pdf/ed1312.pdf

All firestop must have a 4 hour rating.

The amount of firestop units required will equal or exceed the capacity of the largest cable tray that is served by the penetration.

No more than a 70% fill rate is allowed on any firestop unit.

Firestopping is required at all locations the cable tray pathway penetrates a wall.

Products shall fill holes, spaces, and voids (hereinafter referenced as cavities) at communications penetrations. Firestopping materials shall also provide adhesion to substrates and maintain fire and smoke seal under normal expected movements of substrates, conduits, and cables.

9.0 FIRESTOPPING

9.1 General

9.1.1 New and existing raceways, cable trays, and cables for power, data, and communications systems penetrating non-rated and fire-rated floors, walls, and other partitions of building construction shall be firestopped where they penetrate new or existing building construction.

9.1.2 Firestopping shall be accomplished by using a combination of materials and devices, including penetrating raceway, cable tray, or cables, required to make up complete firestop.

9.1.3 Verify that cabling and other penetrating elements and supporting devices have been completely installed and temporary lines and cables have been removed.

9.2 Installation

9.2.1 Select appropriate type or types of through penetration firestop devices or systems appropriate for each type of communications penetration and base each selection on criteria specified herein.

9.2.2 Selected systems shall not be less than the hourly time delay ratings indicated in the contract documents for each respective fire-rated floor, wall, or other partition of building construction. Firestop for each type of communications penetration shall conform to requirements of an independent testing laboratory design drawing or manufacturer's approved modification when used in conjunction with details shown on the drawings.

9.2.3 Perform all necessary coordination with trades constructing floors, walls, or other partitions of building construction with respect to size and shape of each opening to be constructed and device or system approved for use in each instance.

9.2.4 Coordinate each firestop selection with adjacent work for dimensional or other interference and for feasibility. In areas accessible to public and other "finished" areas, firestop systems work shall be selected, installed, and finished to the quality of adjacent surfaces of building construction being penetrated.

9.2.5 Use materials that have no irritating or objectionable odors when firestopping is required in existing buildings and areas that are occupied.

9.2.6 Provide damming materials, plates, wires, restricting collars, and devices necessary for proper installation of firestopping. Remove combustible installation aids after firestopping material has cured.

9.2.7 All firestops shall be installed in accordance with the manufacturer's instructions in order to maintain the specific rating assigned by the independent testing laboratory.

9.3 Additional requirements for existing penetrations are as follows:

9.3.1 Existing raceways, cable trays, and cabling that penetrate existing building construction shall be firestopped to the extent necessary to fill cavities that may exist between existing building construction and existing communications penetrations or existing conduit sleeve, and between existing conduits and existing conduit sleeve.

9.3.2 Assemblies consisting of individual steel hat type restricting collars filled with intumescent-type materials that completely surround communications penetration shall be used for nonmetallic raceways and cabling.

9.4 If required by inspecting authorities:

9.4.1 Expose and remove firestopping to the extent directed by inspecting authority to permit his or her inspection.

9.4.2 Reinstall new firestopping and restore work where removed for inspection.

10. SLEEVES

10.1 Provide sleeves for new conduit and cable penetrations of building construction.

10.1.1 Openings to accept sleeves in new building construction will be formed in building construction by the Contractor for General Construction work. Openings to accept sleeves in existing building construction shall be provided under this division of the Specifications. Refer to Article, CUTTING AND PATCHING in this section.

10.1.2 Use electrical metallic tubing sleeves for penetrations through exterior masonry/concrete walls and foundations, concrete floor slabs on grade and above grade, and concrete-filled decks.

10.1.3 Use only fire-rated listed assemblies for the type of sleeve being installed through CMU walls or gypsum walls for communications penetrations. Sleeve type shall be electrical metallic tubing.

10.2 Where conduits are installed before building construction being penetrated, install sleeves loose around conduits.

10.2.1 Split, fit, and weld steel sleeves over existing conduits.

- 10.3. Secure sleeves firmly in place using filling and patching materials (grout) that match with surrounding construction.
- 10.4. In floor penetrations, extend sleeve 4" above finished floor unless noted otherwise. In wall penetrations, cut sleeves flush with wall surface and use metal escutcheon plates in finished interior areas.
- 10.5. Seal voids between sleeves and building construction with joint sealants. Make allowances for and coordinate the Work with installation of firestopping, conduit insulation, and waterproofing, as applicable.
- 10.6. The contractor shall be fully responsible for final and correct location of sleeves.
- 10.6.1 Sleeves which are omitted or incorrectly located in existing building construction shall be corrected and provided by the communications contractor.

11.0 PENETRATIONS OF BUILDING SURFACES

11.1 Fire-resistant Areas

- 11.1.1 Provide through-penetration firestop systems for penetrations through fire-rated walls, floors, and other partitions of building construction as specified in article, FIRESTOPPING in this section.
- 11.1.2 In walls or partitions with 2-hour or less fire ratings, provide only metallic outlet or device boxes installed per UL Fire Resistance Directory, NEC, and other national building code requirements.

11.2. Firestopping

- 11.2.1 Manufacturer's technical data for each product including product description, specifications including labeling or listing by an agency acceptable to the Engineer/Designer, and storage requirements.
- 11.2.2 Firestop design basis documentation that shall include schedule indicating each type of communication penetration, type of building construction being penetrated including the hourly resistance rating of floor, wall, or other partition of building construction into which firestop design will be installed, and firestop device or system proposed for use.
- 11.2.3 Applicable design drawings by engineer/designer-approved testing laboratories.
- 11.2.4 Installation procedures and material safety data sheets shall be included with products delivered to the job site.
- 11.2.5 Include in project's maintenance manuals, maintenance data that may be published by manufacturer.

12.0 FIRESTOP REFERENCES

The vendor must adhere to the following guidelines:

ASTM E814, Standard Method of Fire Tests of Through-Penetration Firestops.

UL 1479, Fire Tests of Through-Penetration Firestops.

UL Fire Resistance Directory: Through-Penetration Firestop Devices (XHCR) and Through-Penetration Firestop Systems (XNEZ).

ASTM E 119, Fire Tests of Building Construction and Materials (for fire-rated architectural barriers).

2002 NFPA National Electrical Code, Section 800-52, Paragraph 2(B), *Spread of Fire and Products of Combustion*.

ANSI/NECA/BICSI-568, Standard for Installing Commercial Building Telecommunications Cabling, Section 5, Clause 5.1 through 5.2.3, *Firestopping*

2000 edition of the BICSI Telecommunications Distribution Methods Manual, Chapter 15, *Firestopping*.

Factory Mutual Approval Guide.

ULC List of Equipment and Materials, VOL. II.

Installed firestopping systems shall meet approval of authorities having jurisdiction.

13.0 REMOVAL AND REPLACEMENT OF EXISTING CEILINGS (as required)

13.1 Carefully remove existing ceilings in the building as required to install cable tray. Store removed tiles in an area designated by the State of West Virginia. Modify and augment existing suspension systems as necessary. Damaged ceiling tiles will be replaced by the Vendor.

13.2 Restoration of the ceiling systems to their original finish in a non-refurbished area will be a requirement of this RFQ.

13.3 Restoration of the ceiling systems to their original finish in a newly refurbished area will be a requirement of this RFQ. The original tiles may be put back up if they are not damaged during removal.

14.0 CUTTING AND PATCHING

14.1 Provide openings, cutting, coring, and patching of openings in existing building construction as required. Patching includes openings and voids left in existing construction as a result of demolition.

14.2 The work shall include necessary assemblies and materials to maintain required fire ratings.

14.3 Perform cutting as to not impair structural stability of building construction and systems. Do not drill holes or weld attachments to beams and other structural members without prior written approval from the State of West Virginia's representative.

14.4 The work shall be done by crafts persons skilled in the particular trades affected.

14.5 Patching materials shall match existing materials in type and quality. Patching shall be done in a manner to match appearance of adjacent surfaces.

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

15.0 CLEANING

15.1 Cleaning shall be performed to the satisfaction of the State of West Virginia's representative.

15.2 Unless otherwise indicated, clean shall mean free of dust, dirt, mud, debris, oil, grease, residues, and contamination. Acceptability shall be determined by sight, touch, and wiping with a clean soft cloth and suitable cleaning agent.

16.0 PAINTING

16.1 Touch up marred and bared surfaces of primed, galvanized, and finish painted equipment, materials, and accessories installed.

16.2 Restore patched surfaces as close to the original condition and finish as reasonably possible. Where patching occurs in smooth painted surface, extend final paint coat over entire unbroken surface containing patch after patched area has received two coats of primer and two coats of finished paint.

RFQ ISCJ0079 BID PRICE SHEET

PART NUMBER	DESCRIPTION	UNIT	Quantity	UNIT PRICE	EXTENDED PRICE
700210123	2071E Category 6 Gigaspeed XL Plenum Cable, Yellow	Box	250		
700206691	MGS400 Info. Outlet, MGS400-123 Yellow	Each	1500		
M14CE-003	Faceplate 4-Hole w/blanks_Modular Furniture TBD	Each	1500		
108065822	M61A-318 Blue ICON	Each	1500		
760028324	600G2-1U-MOD-SD 600G2 Modular Shelf, 1U, Slide	Each	1		
760039867	RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray 1U Shelf	Each	4		
760032086	600G2-2U-MOD-SD 600G2 Modular Shelf, 2U, Slide	Each	2		
760031856	RS-4AF-16SF RoloSplice Kit E/W 4x Fusion Splice Tray 2U Shelf	Each	4		
760031039	MODG2-12LC-SM-PT G2 Module_12LC TeraSPEED Pigtaills	Each	4		
760027748	MODG2-12LC-LS-PT G2 Module_12LC LazrSPEED 550 Pigtaills	Each	4		
760008128- APAQ	SYSTIMAX Composite 6 / Single-mode_x_6/ Multimode Cable	Feet	600		
760062364	PM-GS3-48: 48 Port Patch Panel	Each	30		
760062356	PM-GS3-24: 24 Port Patch Panel	Each	6		
760001669	PM-GS3-48: 48 Port Patch Panel Blank	Each	4		
760001677	PM-GS3-24: 24 Port Patch Panel Blank	Each	4		
700173776	PM-GS-XL 6-way RJ45 Module	Each	4		
CPC3312-02F003	3 FOOT Blue CAT 6 PATCH CABLE	Each	200		
CPC3312-02F005	5 FOOT Blue CAT 6 PATCH CABLE	Each	200		
57004-703	Chatsworth Global Standard Pack	Each	6		
40158-020	1/4" X 4" X 20" TMGB KIT	Each	1		
40156-012	1/4" X 2" X 12" TGB KIT	Each	2		
40172-001	RACK GROUND BAR KIT	Each	6		
				Total Material Price	\$ -
				Total Installation Price	
				Total Bid Price	\$ -

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 Obligee, 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 Obligee may accept such bid, and said Surety does hereby
waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations
have caused their corporate seals to be affixed hereunto and these presents to be signed by their proper officers, this
_____ day of _____, 20_____.

Principal Corporate Seal

(Name of Principal)

By _____

(Must be President or
Vice President)

(Title)

Surety Corporate Seal

(Name of Surety)

Attorney-in-Fact

**IMPORTANT – Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised corporate seals
must be affixed, a power of attorney must be attached.**

BID BOND PREPARATION INSTRUCTIONS

AGENCY (A)
RFQ/RFP# (B)

Bid Bond

- (A) WV State Agency (Stated on Page 1 "Spending Unit") Request for Quotation Number (upper right corner of page #1)
(C) Your Company Name
(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 Incorporation
(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 figures
(M) Brief Description of scope of work
(N) Day of the month
(O) Month
(P) Year
(Q) Name of Corporation
(R) Raised Corporate Seal of Principal
(S) Signature of President or Vice President
(T) Title of person signing
(U) Raised Corporate Seal of Surety
(V) Corporate Name of Surety
(W) Signature of Attorney in Fact of the Surety
NOTE: Dated, Power of Attorney with Raised Surety Seal must accompany this 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 Obligee, 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 Obligee may accept such bid: and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, Principal and Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be affixed hereto and these presents to be signed by their proper officers, this (N) day of (O), 20 (P).

Principal Corporate Seal

(R)

(U) Surety Corporate Seal

(Q) (Name of Principal)
By (S) (Must be President or Vice President)
(T) Title
(V) (Name of Surety)
(W) Attorney-in-Fact

IMPORTANT - Surety executing bonds must be licensed in West Virginia to transact surety insurance. Raised Corporate Seals must be affixed and a Power of Attorney must be attached.

RFQ No. _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

VENDOR OWING A DEBT TO THE STATE:

West Virginia Code §5A-3-10a provides that: 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 the debt owed is an amount greater than one thousand dollars in the aggregate.

PUBLIC IMPROVEMENT CONTRACTS & DRUG-FREE WORKPLACE ACT:

If this is a solicitation for a public improvement construction contract, the vendor, by its signature below, affirms that it has a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code**. The vendor **must** make said affirmation with its bid submission. Further, public improvement construction contract may not be awarded to a vendor who does not have a written plan for a drug-free workplace policy in compliance with Article 1D, Chapter 21 of the **West Virginia Code** and who has not submitted that plan to the appropriate contracting authority in timely fashion. For a vendor who is a subcontractor, compliance with Section 5, Article 1D, Chapter 21 of the **West Virginia Code** may take place before their work on the public improvement is begun.

ANTITRUST:

In submitting a bid to any agency for the state of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will 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 the bidder.

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership or person or entity submitting a bid for the same materials, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

LICENSING:

Vendors 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 agencies or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.

CONFIDENTIALITY:

The vendor agrees that he or she 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/noticeConfidentiality.pdf>.

Under penalty of law for false swearing (**West Virginia Code** §61-5-3), it is hereby certified that the vendor affirms and acknowledges the information in this affidavit and is in compliance with the requirements as stated.

Vendor's Name: _____

Authorized Signature: _____ Date: _____