



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
ISCJ0114

PAGE
1

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

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

VENDOR

SHIP TO

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/18/2009				

BID OPENING DATE: 04/16/2009 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	EA		205-43		
PHASE 3 OF CABLING PROJECT FOR BUILDING 1 REQUEST FOR QUOTATION (RFQ) 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 THE INSTALLATION OF A COMPLETE STRUCTURED CABLING TELECOMMUNICATIONS DISTRIBUTION SYSTEM. THE WORK WILL BE PERFORMED IN BUILDING #1 (MAIN CAPITOL) LOCATED ON THE WEST VIRGINIA STATE CAPITOL COMPLEX IN CHARLESTON, WEST VIRGINIA. THE WORK WILL INCLUDE THE MITIGATION AND REHABILITATION OF THE TELECOMMUNICATIONS INFRASTRUCTRE CABLE TO THE GOVERNOR'S MANSION AND THE HOLLY GROVE MANSION PER THE ATTACHED SPECIFICATIONS. TECHNICAL QUESTIONS CONCERNING THIS PROJECT MUST BE SUBMITTED IN WRITING TO KRISTA FERRELL IN THE WEST 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 MARCH 31, 2009 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ANSWERED BY ADDENDUM AFTER THE DEADLINE HAS LAPSED. 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						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

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**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
2. The State may accept or reject in part, or in whole, any bid.
3. All quotations are governed by the *West Virginia Code* and the *Legislative Rules* of the Purchasing Division.
4. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
5. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, this Purchase Order/Contract becomes void and of no effect after June 30.
6. Payment may only be made after the delivery and acceptance of goods or services.
7. Interest may be paid for late payment in accordance with the *West Virginia Code*.
8. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
9. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
10. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
11. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
12. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
13. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, this Contract may be deemed null and void, and terminated without further order.
14. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, and available online at the Purchasing Division's web site (<http://www.state.wv.us/admin/purchase/vrc/hipaa.htm>) is hereby made part of the agreement. Provided that, the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
15. **WEST VIRGINIA ALCOHOL & DRUG-FREE WORKPLACE ACT:** If this Contract constitutes a public improvement construction contract as set forth in Article 1D, Chapter 21 of the West Virginia Code ("The West Virginia Alcohol and Drug-Free Workplace Act"), then the following language shall hereby become part of this Contract: "The contractor and its subcontractors shall implement and maintain a written drug-free workplace policy in compliance with the West Virginia Alcohol and Drug-Free Workplace Act, as set forth in Article 1D, Chapter 21 of the West Virginia Code. The contractor and its subcontractors shall provide a sworn statement in writing, under the penalties of perjury, that they maintain a valid drug-free work place policy in compliance with the West Virginia and Drug-Free Workplace Act. It is understood and agreed that this Contract shall be cancelled by the awarding authority if the Contractor: 1) Fails to implement its drug-free workplace policy; 2) Fails to provide information regarding implementation of the contractor's drug-free workplace policy at the request of the public authority; or 3) Provides to the public authority false information regarding the contractor's drug-free workplace policy."

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division.
2. **SPECIFICATIONS:** Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Complete all sections of the quotation form.
4. Unit prices shall prevail in case of discrepancy.
5. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
6. **BID SUBMISSION:** All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130



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<p>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 DRUG-FREE WORKPLACE 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 DRUG-FREE WORKPLACE AFFIDAVIT WITH THE BID SHALL RESULT IN DISQUALIFICATION OF SUCH BID.</p> <p>NOTICE TO PROCEED: THIS CONTRACT IS TO BE COMPLETED BY DECEMBER 31, 2009. THE AGENCY WILL ISSUE A WRITTEN NOTICE TO PROCEED TO THE SUCCESSFUL VENDOR.</p> <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</p>						

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				<p>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>(XX) 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 \$250,000.</p> <p>() 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> <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</p>		

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<p>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 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</p>						

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PAGE
5

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<p>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 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 AL</p>						

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PAGE
6

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<p>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> <p>ADDENDUM NOS.:</p> <p>NO. 1</p> <p>NO. 2</p> <p>NO. 3</p> <p>NO. 4</p> <p>NO. 5</p> <p>I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF THE BIDS.</p> <p>VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY</p>						

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7

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<p>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.</p> <p>.....SIGNATURE</p> <p>.....COMPANY</p> <p>.....DATE</p> <p>REV. 11/96</p> <p>CONTRACTORS LICENSE</p> <p>WEST VIRGINIA STATE CODE 21-11-2 REQUIRES THAT ALL PERSONS DESIRING TO PERFORM CONTRACTING WORK IN THIS 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>						

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PAGE
8

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<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>APPLICABLE LAW</p> <p>THE WEST VIRGINIA STATE CODE, PURCHASING DIVISION RULES 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 FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>REV. 1/2005</p> <p>NOTICE</p> <p>A SIGNED BID MUST BE SUBMITTED TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

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<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.: ISCJ0014</p> <p>BID OPENING DATE: 04/16/2009</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> <p>PLEASE PRINT OR TYPE NAME OF PERSON TO CONTACT CONCERNING THIS QUOTE:</p> <p>-----</p> <p>***** THIS IS THE END OF RFQ ISCJ0114 ***** TOTAL: _____</p>						

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State of West Virginia

Office of Technology

Davis Square Charleston, WV

Request for Quotation for ISCJ0114

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 *State Capitol* located at *1900 Kanawha Blvd, Charleston, WV, 25305*.

The project must be completed by December 31st 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.

This RFQ will be for work that will be performed in Building One (Main Capitol Building) which will also include mitigation and rehabilitation of the telecommunications infrastructure cable to the Governor's Mansion, and the Holly Grove Mansion.

Detailed Scope of Work in Section 4.0

Project Overview

- ❖ **Installation / connection of intra / inter connection backbone / riser copper and fiber infrastructure cabling in Main Unit, West Wing and East Wing.**
- ❖ **Installation of 200 - dual Cat 6 - horizontal copper cable runs to work area locations in the basement and on the first floor of the west wing in the current WV State Auditor offices.**
- ❖ **Installation of 200 - dual Cat 6 - horizontal copper cable runs to work area locations in the basement and on the first floor of the west wing in the current WV State Treasure offices.**
- ❖ **Installation of backbone infrastructure copper and fiber cable from the new telecommunications rooms in the basement of each wing to the 3rd and 4th floor thru the "B" and "C" shafts.**
- ❖ **Installation / connection, modification, and migration of the existing telecommunications distribution system and horizontal infrastructure cable to all existing and newly installed copper and fiber infrastructure cabling.**
- ❖ **Migrate all agency and constitutional offices telecommunications services to the new structured infrastructure cabling system.**
- ❖ **Remediation and removal of existing abandoned cable, facilities, and miscellaneous equipment.**

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 near the Building. Equipment may be unloaded at the loading docks on the wings 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 shall be fully capable and experienced in **Systemax structured cabling systems**. To ensure the system has continued support, The WVOT will contract only with Vendors having a successful history of structured cabling system 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*)-OSP and an **RCDD®** (*Registered Communications Distribution Designer*)-NTS on staff that will be ultimately responsible for this project. The RCDD must have experience in this type of project and 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.

- 2.3.3 The WVOT reserves the right to require The Vendor to replace an RCDD who is found to not possess the necessary skills and experience required of this project. Should the RCDD's assigned to this project change during the installation, the new RCDD assigned must also submit a resume to The WVOT.
- 2.3.4 The Vendor must have **Systemax, Siemon and BICSI Registered Installers and Technicians or equal** on staff and assign them to this project. The project shall be staffed at all times 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*.
- 2.3.5 The vendor must provide an experienced telecommunications technician. This technician must have a minimum of 15 years experience with 5 of last 8 years verifiable cable and related telecommunication systems work in the main Capitol building. This technician must have experience on legacy systems including but not limited to 1A2 key systems.
- 2.3.6 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.
- 2.3.7 The vendor must be able to provide support to currently installed door access control system utilizing the GE Security Facility Commander WNX system.
- 2.3.8 The vendor must be able to work anytime of the day and any day of the week as required by The State.

2.4 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. The WVOT may contact or visit client installations to observe equipment operations and consult with references.

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, coverage's, 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 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 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 **SCOPE OF WORK**

The Bidder must include a Statement of Exceptions that declares that the Bidder is capable of performing all of the activities included in this Proposed Scope of Work.

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. **All Category 6 copper, fiber optic cable, and all termination hardware must be CommScope Systimax.** CommScope Systimax products are the standard being installed in the Capitol Building.
3. **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.**
4. **Hours can be flexible and varied but must be approved by the Office of Technology.**
5. **The State will provide space for staging of materials on site, but will not be responsible for staged materials**

This RFQ provides for the following tasks:

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 any unforeseen instances when they arise.

1. Work along with WVOT staff to create a detailed cut-sheet that includes all identifiable services in MB 66 along with the final destination of these services. Upon completion of the cut-sheet WVOT will host a meeting with representatives from all tenants in the Capitol Building to review the cut-sheet for discrepancies. Upon acceptance that the cut-sheet (to the best of all parties' knowledge) is complete and acceptable to all parties, the vendor will develop a plan including a detailed time line for the migration of all services. This time line will be distributed to all parties. WVOT will have the responsibility to keep all parties informed as to the dates that particular areas will be migrated along with the progress and completion of the work.
2. Migrate all current services including but not limited to Centrex lines, POTS lines, radio, fire alarm, burglar alarm, ISDN BRI, ISDN-PRI, T-1 circuits, telephone system extensions, and miscellaneous connections from the old underground/house/backbone copper cable in MB 66 to the new backbone infrastructure copper cabling in MB 99 and

- the old underground/house/backbone fiber cable in all telecommunications rooms to the new backbone infrastructure fiber cabling.
3. Replace horizontal cable where required and practical from telecommunications rooms or closest infrastructure backbone cross-connection point.
 4. Verify / complete all project wall penetrations for proper fire-stopping
 5. Move all fiber and copper connections and equipment from current west wing telecommunications room WB 04 to a new location in the West Wing.
 6. Move all fiber and copper from current east wing telecommunications room EB61 to EB80D and EB90 in the East Wing basement.
 7. Verify all labeling is accurate. Test and certify all installed infrastructure copper and fiber backbone and horizontal cables that the state does not have current (within one year) test result documentation.
 8. Verify installation techniques meet all required codes and BICSI standards.
 9. Re-cable the General Services Division offices located in the main Capitol Building with dual Cat 6 runs to each location.
 10. Re-cable the WV State Auditor's offices located in the main Capitol Building 1st floor and basement with dual Cat 6 runs to each location.
 11. Re-cable the WV State Treasurer's offices located in the main Capitol Building 1st floor and basement with dual Cat 6 runs to each location.
 12. Re-cable the WV Supreme Court's offices located in the main Capitol Building 1st floor and basement with dual Cat 6 runs to each location.
 13. Install, terminate and test copper and fiber cable vertically through the West Wing shafts B and C.
 14. Install terminate and test copper and fiber cable vertically through the East Wing shafts B and C.
 15. Design, fabricate, and install covering for wall penetration on East Dock into East Wing.
 16. Install / connect 12 strand mm and 12 strand sm fiber cable to Governor's Mansion and Holly Grove from room MB 44 in the main Capital building. This can be accomplished by splicing onto existing cabling at a point inside Building One and installing new copper and fiber to MB 44. All splices must be to industry standards and meet all applicable codes and laws. All fiber must be fusion spliced. **Typical Splice Loss** (Under common field conditions) (Standard single-mode < 0.02 dB (similar fibers), < 0.05 dB (dissimilar fibers) NZDS < 0.03 dB (similar fibers), < 0.06 dB (dissimilar fibers) Multimode < 0.01 dB
 17. Provide as-built CAD drawings for cable pathways, telecommunication rooms, cross-connection points, work area outlet locations, and all associated materials of the infrastructure backbone. All drawings must include label designations on the drawing.
 18. Assist in the continuing development and implementation of a network documentation / asset inventory tracking management system. The State is implementing the Brady NetDoc solution as its network documentation management system.
 19. Remove all abandoned cables, materials, equipment, and hardware. Vendor is responsible for removal and proper legal disposal of all such items. The State of WV shall not be liable for any materials that are improperly disposed of.

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 **FIRE-STOPPING MATERIALS**

All fire-stopping 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 fire-stop must have a 4 hour rating.

The amount of fire-stop 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 fire-stop unit.

Fire-stopping 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. Fire-stopping materials shall also provide adhesion to substrates and maintain fire and smoke seal under normal expected movements of substrates, conduits, and cables.

9.0 **FIRE-STOPPING**

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 fire-stopped where they penetrate new or existing building construction.

- 9.1.2 Fire-stopping shall be accomplished by using a combination of materials and devices, including penetrating raceway, cable tray, or cables, required to make up complete fire-stop.
- 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 fire-stop 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. Fire-stop 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 fire-stop selection with adjacent work for dimensional or other interference and for feasibility. In areas accessible to public and other "finished" areas, fire-stop 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 fire-stopping 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 fire-stopping. Remove combustible installation aids after fire-stopping material has cured.
- 9.2.7 All fire-stops 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 fire-stopped 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 fire-stopping to the extent directed by inspecting authority to permit his or her inspection.

9.4.2 Reinstall new fire-stopping 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 fire-stopping, 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 fire-stop systems for penetrations through fire-rated walls, floors, and other partitions of building construction as specified in article, FIRE-STOPPING 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 Director, NEC, and other national building code requirements.

11.2. Fire-stopping

- 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 Fire-stop 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 fire-stop design will be installed, and fire-stop 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 FIRE-STOP REFERENCES

The vendor must adhere to the following guidelines:

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

UL 1479, Fire Tests of Through-Penetration Fire-stops.

UL Fire Resistance Directory: Through-Penetration Fire-stop Devices (XHCR) and Through-Penetration Fire-stop 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, *Fire-stopping*

2000 edition of the BICSI Telecommunications Distribution Methods Manual, Chapter 15, *Fire-stopping*.

Factory Mutual Approval Guide.

ULC List of Equipment and Materials, VOL. II.

Installed fire-stopping 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.
- 16.2.1 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.

103801247	1	Bag	Systimax C-4 CONNECTING BLOCK
103801254	1	Bag	Systimax C-5 CONNECTING BLOCK
105276570	1	Each	Systimax 10 Blank Panel for 100LIU/200LIU
106650898	1	Each	Systimax 3 Port Modular Furniture Frame, White
106896947	1	Each	Systimax 100A3 LIU, Wall Mount Fiber Cabinet
107025835	1	Each	Systimax 10SC1-DPLX, Panel, 3 Duplex SC Adapters
107256653	1	Each	Systimax 110DW1-25, 110 BLOCK
107296667	1	Box	Systimax M60D-123, ICON, Yellow, BOX OF 500
107296675	1	Box	Systimax M60D-112, ICON, Orange, BOX OF 500
107296682	1	Box	Systimax M60D-226, ICON, Green, BOX OF 500
107783755	1	Each	Systimax 10LCI LC holds 6 LC dplx 96080216
107831133	1	Each	Systimax 110 Jumper Trough
108062043	1	Each	Systimax 788H1 Impact Tool
108065822	1	Box	Systimax M61A-318 ICON, Blue, BOX OF 500
108066465	1	Box	Systimax Blanks, Box of 100, White
108168543	1	Each	Systimax M14L-262 Single Gang Frame, White
108208919	1	Each	Systimax 110PSCCAT5E-24, 24 Port Patch Panel
108365701	1	Each	Systimax 10LC LC holds 6 simplex LC 22067847
108491697	1	Each	Systimax 10PLC LC e/w LC dplx 99855556
108527441	1	Each	Systimax RK100A Rack, 19" Black, 45U, 84" 3" 750lbs 32 lbs
108527560	1	Each	Systimax GV100A Std Vertical CA Mgr, Single Sided Black 7
108548868	1	Each	Systimax 100LS Shelf
108548876	1	Each	Systimax 200LS Shelf
108565631	1	Each	Systimax Fully Assembled Units LSTLS LC-144/7
108565656	1	Each	Systimax Fully Assembled Units LSTLS ST-72/7
108565755	1	Each	Systimax Fully Assembled Units 600BLS LC-48
108627266	1	Each	Systimax 10PLC-LS LC holds 12 LC 99855551
700007214	1	Each	Systimax LST1U 144/9
700007255	1	Each	Systimax LSC2U 24/5 Shelf
700007289	1	Each	Systimax LST1U LST1F-72/7 Shelf
700011414	1	Each	Systimax 1000LCI-Dplx LC holds 6 dplx LC 22017490
700162936	1	Each	Systimax 1000BK 6PK Blank panel 99838069
700206683	1	Each	Systimax MSG400 Info. Outlet, MSG400-112 Orange
700206691	1	Each	Systimax MSG400 Info. Outlet, MSG400-123 Yellow
700206709	1	Each	Systimax MSG400 Info. Outlet, MSG400-226 Green
700206758	1	Each	Systimax MSG400 Info. Outlet, MSG400-318 Blue
700208093	1	1000"	Systimax 2071E Category 6 Gigaspeed XL Plenum Cable, Blue
700208762	1	Each	Systimax 1200LC1-Dplx LC holds 9 LC dplx 22067841

700209653	1	Each	Systimax 1200BK Blank panel 22067842
700210024	1	1000"	Systimax 2071E Category 6 Gigaspeed XL Plenum Cable, Orange
700210123	1	1000"	Systimax 2071E Category 6 Gigaspeed XL Plenum Cable, Yellow
700210164	1	1000"	Systimax 2071E Category 6 Gigaspeed XL Plenum Cable, Green
760028324	1	Each	Systimax 600G2-1U-MOD-SD 600G2 Modular Shelf, 1U, Slide
760031856	1	Each	Systimax RS-4AF-16SF RoloSplice Kit E/W 4x Fusion Splice Tray 2U Shelf
760032086	1	Each	Systimax 600G2-2U-MOD-SD 600G2 Modular Shelf, 2U, Slide
760032227	1	Each	Systimax MODG2-6SC-LS-PT-A, G2 Module 6SC LazerSPEED 550 Pigtails
760032268	1	Each	Systimax MODG2-6SC-SM-PT-A, G2 Module 6SC TeraSPEED Pigtails
760034793	1	Each	Systimax HCM1U, Horizontal Cable Manager, 1U
760039867	1	Each	Systimax RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray 1U Shelf
760044990	1	Each	Systimax M204SMB-262, 4 Port Surface Mount Box, White
760049445	1	Each	Systimax VP360-4U-32P, VisiPatch 360, 4U, 32 Port
760060350	1	Each	Systimax VP360-788-HEAD, 4 Pair Head
760060368	1	Each	Systimax VP360-914-BIT, 1 Pair Bit
760062364	1	Each	Systimax PM-GS3-48, 48 Port Patch Panel
760074294	1	Each	Systimax VisiPatch 360 Rackmount Kit
CPC3312-04F001	1	Each	Systimax 1 FOOT All Colors CAT 6 PATCH CABLE
CPC3312-04F003	1	Each	Systimax 3 FOOT All Colors CAT 6 PATCH CABLE
CPC3312-04F005	1	Each	Systimax 5 FOOT All Colors CAT 6 PATCH CABLE
CPC3312-04F007	1	Each	Systimax 7 FOOT All Colors CAT 6 PATCH CABLE
CPC3312-04F010	1	Each	Systimax 10 FOOT All Colors CAT 6 PATCH CABLE
FPC-XLCLC22-PF3	1	Each	Systimax 3 FOOT - LC/LC Jumper Cable - MM
FPC-XLCLC22-PF7	1	Each	Systimax 7 FOOT - LC/LC Jumper Cable - MM
FPC-XLCLC22-PF10	1	Each	Systimax 10 FOOT - LC/LC Jumper Cable - MM
FPC-XLCLC22-PF15	1	Each	Systimax 15 FOOT - LC/LC Jumper Cable - MM
FPC-WLCLC22-PF3	1	Each	Systimax 3 FOOT - LC/LC Jumper Cable - SM
FPC-WLCLC22-PF7	1	Each	Systimax 7 FOOT - LC/LC Jumper Cable - SM
FPC-WLCLC22-PF10	1	Each	Systimax 10 FOOT - LC/LC Jumper Cable - SM
FPC-WLCLC22-PF15	1	Each	Systimax 15 FOOT - LC/LC Jumper Cable - SM
FPC-XLCS22-PF3	1	Each	Systimax 3 FOOT - LC/SC Jumper Cable - SM
FPC-XLCS22-PF7	1	Each	Systimax 7 FOOT - LC/SC Jumper Cable - SM
FPC-XLCS22-PF10	1	Each	Systimax 10 FOOT - LC/SC Jumper Cable - SM
FPC-XLCS22-PF15	1	Each	Systimax 15 FOOT - LC/SC Jumper Cable - SM
FPC-WLCS22-PF3	1	Each	Systimax 3 FOOT - LC/SC Jumper Cable - SM
FPC-WLCS22-PF7	1	Each	Systimax 7 FOOT - LC/SC Jumper Cable - SM
FPC-WLCS22-PF10	1	Each	Systimax 10 FOOT - LC/SC Jumper Cable - SM
FPC-WLCS22-PF15	1	Each	Systimax 15 FOOT - LC/SC Jumper Cable - SM

AT 1601-xx	1	Each	AllenTel 1 FOOT All Colors CAT 6 PATCH CABLE
AT 1602-xx	1	Each	AllenTel 2 FOOT All Colors CAT 6 PATCH CABLE
AT 1603-xx	1	Each	AllenTel 3 FOOT All Colors CAT 6 PATCH CABLE
AT 1604-xx	1	Each	AllenTel 4 FOOT All Colors CAT 6 PATCH CABLE
AT 1605-xx	1	Each	AllenTel 5 FOOT All Colors CAT 6 PATCH CABLE
AT 1607-xx	1	Each	AllenTel 7 FOOT All Colors CAT 6 PATCH CABLE
AT 16010-xx	1	Each	AllenTel 10 FOOT All Colors CAT 6 PATCH CABLE
GB LC2 D 4	1	Each	AllenTel 1 Meter (aqua)
GB LC2 D 4	1	Each	AllenTel 2 Meter (aqua)
GB LC2 D 4	1	Each	AllenTel 3 Meter (aqua)
GB LC2 D 4	1	Each	AllenTel 5 Meter (aqua)
GB LC2 D 4	1	Each	AllenTel 10 Meter (aqua)
GB LCC D 4	1	Each	AllenTel 1 Meter (aqua)
GB LCC D 4	1	Each	AllenTel 2 Meter (aqua)
GB LCC D 4	1	Each	AllenTel 3 Meter (aqua)
GB LCC D 4	1	Each	AllenTel 5 Meter (aqua)
GB LCC D 4	1	Each	AllenTel 10 Meter (aqua)
GB LC2 D 1	1	Each	AllenTel 1 Meter (yellow)
GB LC2 D 1	1	Each	AllenTel 2 Meter (yellow)
GB LC2 D 1	1	Each	AllenTel 3 Meter (yellow)
GB LC2 D 1	1	Each	AllenTel 5 Meter (yellow)
GB LC2 D 1	1	Each	AllenTel 10 Meter (yellow)
GB LCC D 1	1	Each	AllenTel 1 Meter (yellow)
GB LCC D 1	1	Each	AllenTel 2 Meter (yellow)
GB LCC D 1	1	Each	AllenTel 3 Meter (yellow)
GB LCC D 1	1	Each	AllenTel 5 Meter (yellow)
GB LCC D 1	1	Each	AllenTel 10 Meter (yellow)
CF54/100EZ	1	Each	Cablofil BASKET TRAY, 4"
CF54/150EZ	1	Each	Cablofil BASKET TRAY, 6"
CF 54/300	1	Each	Cablofil BASKET TRAY, 12"
DO105/150	1	Each	Cablofil BASKET TRAY DROPOUT
EDRN	1	50 PK	Cablofil BASKET TRAY SPLICES
EZT 90 KIT	1	Each	Cablofil BASKET TRAY 18" 90 DEGREE
RAD T 90 KIT 2	1	Each	Cablofil HEAVY-DUTY 90 DEGREE TURN
RAD T 90 KIT 4	1	Each	Cablofil HEAVY-DUTY 90 DEGREE TURN
FAS ROLLER	1	Package	Cablofil FASROLLER - CASE OF 6 FASROLLERS

GB114212TGBKT	1	Each	Harger 1/4" X 2" X 12" TGB KIT
GB114412TMGBKT	1	Each	Harger 1/4" X 2" X 12" TMGB KIT
GB114420TMGBKT	1	Each	Harger 1/4" X 2" X 20" TMGB KIT
RGBKIT14119.25	1	Each	Harger 1/4" X 1" X 19-1/4" HORIZONTAL RACK GROUND BAR KIT
RGBVKIT145836A	1	Each	Harger 1/4" X 5/8" X 36" VERTICAL RACK GROUND BAR KIT
RGBVKIT145872A	1	Each	Harger 1/4" X 5/8" X 72" VERTICAL RACK GROUND BAR KIT
ACD2X2IU	1	Each	Bogan Drop-In Ceiling Speaker self Amplified
MVP410BG	1	Each	Bogan 4-port VoIP Gateway
PCMCPUP	1	Each	Bogan PCMCPUP
PCMTIM	1	Each	Bogan PCMTIM
PCMZPM	1	Each	Bogan PCMZPM
SPS2410	1	Each	Bogan DC Power Supply
UT11	1	Each	Bogan Single-Zone Telephone Interface
UT1312	1	Each	Bogan Multi-zone paging controller with telephone interface and 3 zones
ESYS3M	1	Each	Bogen - Enhancer System Package
PT7XC	1	Each	Hubbell Large Capacity Multi-Service Pedestal Through Floor Fitting
FR480BKA	1	Each	Hubbell Black 4-Gang Box
PT2FIT	1	Each	Hubbell Large Capacity, Low Voltage Through Floor Fitting
FF2BK	1	Each	Hubbell Black Cover/Flange
10250-718	1	Each	Chatsworth OVERHEAD RUNWAY, 18", BLACK
10595-718	1	Each	Chatsworth RACK TOP PLATES, 18", BLACK
11301-701	1	Each	Chatsworth SPLICE FITTING
11302-703	1	Each	Chatsworth JUNCTION KIT
11421-718	1	Each	Chatsworth WALL BRACKET, 18" BLACK
15255-704	1	Each	Chatsworth ADJUSTABLE VENTED SHELF
55053-X03	1	Each	Chatsworth RACK 19"W x 84"H x 15"D, 45 RMU
15218-703	1	Each	Chatsworth ADJUSTABLE 4 POST RACK 36.42" X 42.32"
A1224-PP	1	Each	Chatsworth CONSOLIDATION POINT, 47.5"L x 23.5"W x 12.1"D Passive
A1224-HR	1	Each	Chatsworth CONSOLIDATION POINT, 47.5"L x 23.5"W x 12.1"D Active
18-475-36	1000	Feet	Superior Essex 25 PAIR, CAT-3, CMP
51-478-48	1000	Feet	Superior Essex 25 PAIR, CAT-5e, CMP
12-214-T5	1000	Feet	Superior Essex Tight Twist Distribution Frame Wire
56-202-2B	1000	Feet	Superior Essex Bundled UTP Cable Category 6 BL, GY
56-202-3B	1000	Feet	Superior Essex Bundled UTP Cable Category 6 BL, GY, WH

26 WO Pkg WV1	1	Each	Avtech room monitoring system RoomAlert 26 WO Pkg WV1
26 WO Pkg WV2	1	Each	Avtech room monitoring system RoomAlert 26 WO Pkg WV2
CG4X6C-6500	100	Feet	CARLON TELECOM 1.25 IN PLENUM_WHITE_WITAPE PLENUM-GARD NON METALLIC CORRUGATED FLEXIBLE RACEWAY
E3032S.41.86	1000	Feet	General Cable 18ga 2 Conductor Speaker Wire
FS2R-Red	1	Each	Wiremold Flamesstopper 2" Unit
FS4R-Red	1	Each	Wiremold Flamesstopper 4" Unit

COMMSCOPE SYSTIMAX or EQUAL

ISCJ0114 COST SHEET	MATERIAL ID	FIBER STRANDS	LazSPEED		LazSPEED 300	PLENUM		INDOOR/OUTDOOR		ALUMINUM INTERLOCKED ARMOR	TIGHT BUFFERED		LOOSE TUBE	FIGURE 8 MESSENGER	DIELECTRIC METALLIC		Price /Ft
			150	300		INDOOR	OUTDOOR	INDOOR	OUTDOOR		INDOOR	OUTDOOR			INDOOR	OUTDOOR	
	700009798-APAQ	6	X			X				X		X					
	700009798	6	X			X						X					
	760002790	6	X					X					X				
	760016717	6	X			X		X					X				
	700009772-APAQ	6			X	X				X		X					
	700009772	6			X	X						X					
	760002477	6			X			X					X			X	
	760002790	6			X			X					X				
	760016808	6			X			X					X				
	700009756-APAQ	12	X			X				X		X					
	700009756	12	X			X						X					
	760016725	12	X			X		X					X				
	700009731-APAQ	12			X	X				X		X					
	700009731	12			X	X							X				
	760002485	12			X				X				X				X
	760002808	12			X				X				X			X	
	760016816	12			X			X					X				

COMMSCOPE SYSTIMAX or EQUAL

ISCJ0114 COST SHEET

MATERIAL ID	FIBER STRANDS	LazrSPEED		PLENUM		INDOOR / OUTDOOR		ALUMINUM INTERLOCKED ARMOR	TIGHT BUFFERED	LOOSE TUBE	FIGURE 8 MESSENGER	PRICE	
		TeraSPEED	550	INDOOR	OUTDOOR	INDOOR	OUTDOOR					DIELECTRIC	METALLIC
760004317	4	X		X					X				
760004317-APYL	4	X		X				X	X				
7600037176	4	X		X			X		X				
760002576	4	X		X			X		X				
760002253	4	X		X			X		X				
760037416	4	X		X			X		X				
760007351	4	X		X			X		X				
760007245	4	X		X			X		X				
760004333	6	X		X			X		X				
760004333-APYL	6	X		X			X		X				
760036384	6	X		X			X		X				
760016550	6	X		X			X		X				
760016550-APBK	6	X		X			X		X				
760002584	6	X		X			X		X				
760002261	6	X		X			X		X				
760012138	6	X		X			X		X				
760012138-APAQ	6	X		X			X		X				
760036426	6	X		X			X		X				
760016873	6	X		X			X		X				
760007369	6	X		X			X		X				
760007252	6	X		X			X		X				
760004358	12	X		X			X		X				
760004358-APYL	12	X		X			X		X				
7600037192	12	X		X			X		X				
760037192-APBK	12	X		X			X		X				
760016568	12	X		X			X		X				
760016568-APBK	12	X		X			X		X				
760002592	12	X		X			X		X				
760002279	12	X		X			X		X				
760013680	12	X		X			X		X				
760006411	12	X		X			X		X				
760006411-APAQ	12	X		X			X		X				
760037432	12	X		X			X		X				
760037432-APBK	12	X		X			X		X				
760014837	12	X		X			X		X				
760014837-APBK	12	X		X			X		X				
760007377	12	X		X			X		X				
760007260	12	X		X			X		X				

COMMSCOPE SYSTIMAX or EQUAL

ISCJ0114 COST SHEET	MATERIAL ID	FIBER STRANDS	SPEED		PLENUM		INDOOR / OUTDOOR		ALUMINUM INTERLOCKED ARMOR	TIGHT BUFFERED	LOOSE TUBE	FIGURE 8 MESSENGER	MATERIAL		PRICE per ft.
			Tera	550	INDOOR	OUTDOOR	DIELECTRIC	METALLIC							
760018630		24	X		X					X					
760018630-APYL		24	X		X			X		X					
760037218		24	X		X		X			X					
760037218-APBK		24	X		X		X			X					
760016576		24	X		X		X			X					
760016576-APBK		24	X		X		X			X			X		
760002618		24	X		X		X			X				X	
760002295		24	X		X		X			X				X	
760026328		24	X		X		X			X				X	
760018697		24	X		X		X			X					
760018697-APAQ		24	X		X		X			X					
760037457		24	X		X		X			X					
760037457-APBK		24	X		X		X			X					
760016881		24	X		X		X			X					
760016881-APBK		24	X		X		X			X					
760007393		24	X		X		X			X			X		
760007286		24	X		X		X			X				X	
760070300		24	X		X		X			X				X	
760004382		48	X		X		X			X					
760004382-APYL		48	X		X		X			X					
760037903		48	X		X		X			X					
760037903-APBK		48	X		X		X			X					
760012229		48	X		X		X			X					
760012229-APBK		48	X		X		X			X					
760002634		48	X		X		X			X				X	
760002311		48	X		X		X			X				X	
760055434		48	X		X		X			X				X	
760024554		48	X		X		X			X					
760024554-APAQ		48	X		X		X			X					
760038141		48	X		X		X			X					
760038141-APBK		48	X		X		X			X					
760016907		48	X		X		X			X					
760016907-APBK		48	X		X		X			X					
760007419		48	X		X		X			X			X		
760007302		48	X		X		X			X				X	

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

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).

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

Principal Corporate Seal

(R)

(Q)
(Name of Principal)
By (S)
(Must be President or Vice President)
(T)
Title

(U)
Surety Corporate Seal

(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.



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

STATE OF _____

COUNTY OF _____, **TO-WIT:**

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

1. I am an employee of _____; and,
(Company Name)

2. I do hereby attest that _____
(Company Name)

maintains a valid written drug free workplace policy and that such policy is in compliance with **West Virginia Code §21-1D-5**.

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

(Company Name)

By: _____

Title: _____

Date: _____

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

By Commission expires _____

(Seal)

(Notary Public)

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

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: _____