

VENDOR

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

Request for Quotation

ISCL0108

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ADDF	RESS CORRESPONDENCES TO ATTIENT TO	N OF:
KRISTA	FERRELL	
304-558	8-2596	

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DEPARTMENT OF ADMINISTRATION IS&C - COMMUNICATIONS 1900 KANAWHA BLVD. E. BUILDING 5, 10TH FLOOR CHARLESTON, WV

25305 304-558-5472

DATE PRIN	ITED	TER	MS OF SAL	E	SHIP V	A	F.O.B.	FREIGHT TERMS
05/23	/2011							
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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. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division

and have paid the required \$125 fee.

- 4. 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.
- 5. Payment may only be made after the delivery and acceptance of goods or services.
- 6. Interest may be paid for late payment in accordance with the West Virginia Code.
- 7. Vendor preference will be granted upon written request in accordance with the West Virginia Code.
- 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 10. The laws of the State of West Virginia and the Legislative Rules of the Purchasing Division shall govern the purchasing process.
- 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
- 12. BANKRUPTCY: In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 13. HIPAA BUSINESS ASSOCIATE ADDENDUM: The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and 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.
- 14. 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.
- 15. 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, and the West Virginia Insurance Commission. 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.
- 16. 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 material, 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.

INSTRUCTIONS TO BIDDERS

- 1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
- 2. 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. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.

4. 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

5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W.Va. C.S.R. §148-1-6.6).

RFQ ISCL0108 ANSWERS TO TECHNICAL QUESTIONS

- Q. Page 3 of RFQ The 3rd paragraph says, "This contract is to be performed within 120 calendar days after the notice to proceed is received."

 Page 12 section 1.5 says "The installation completion time for this RFQ is 45 standard days after issuance of PO."

 Can you please verify completion time frame?
- A. The installation completion time for this RFQ is 120 standard business days after issuance of the purchase order. These 120 days for installation include the measuring of the job and ordering of materials. The state, at its discretion, will adjust timelines, if required, due to unforeseen delays.
- Q. This bid appears to favor a single manufacturer and installer.
- A. 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.

 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 must be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete comparison.
- Q. There are several cable manufacturers that meet the current EIA/TIA 568.c.3 which covers the standards for fiber cable in the commercial work place.
- A. Section 4.0 of ISCL0108 does not mention "the current EIA/TIA 568.c.3" standard. Section 4.1 of ISCL0108 lists the specifications that are being requested for the fiber optic cable.
- Q. Appears to have been taken directly from the Systimax sales catalog. All manufacturers can write this to suit their product only. WV Schools and IS&C have used Mohawk and Optical Cable Corporation fiber products for the last eleven years without any problems. Why can't they be used in this project?
- A. 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.

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 must be

accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete comparison.

As to what WV Schools utilize, we have no knowledge of their requirements or specifications.

As to what IS&C (now The West Virginia Office of Technology) utilizes; there is a statewide contract that is bid on in regular intervals and the specifications for that procurement are included in the bid request. As to whether or not those products can be used, is determined by the bid specifications and the {or equal} guidelines.

- Q. Bid price sheet specifies only Systimax products for cable, and connectivity. This does not support an Open Architecture per the 568 c standards.
- A. 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.

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 must be accompanied by sufficient descriptive literature and/or samples to clearly identify the offer and allow for a complete comparison.

With regards to "Does not support an Open Architecture per the 568 c standards." we need more specifics as we are unable to find what this refers to in the standard.

- Q. There is only one distributor in WV that has access to Systimax and Siemon. Restricts pricing. Systimax has refused to allow others to be approved to distribute their product.
- A. The State has found five suppliers that work WV for the CommScope/Systimax product line. The five suppliers are AccuTech, Anixter, Wesco, Graybar, and Communications Supply Company. The State has not found or been made aware of any price restrictions. As far as, "Systimax has refused to allow others to be approved to distribute their product", the state has no jurisdiction over private businesses in this regard.
- Q. It appears by the ComScope WEB page that there is no (possibly 1 active) Systimax installer in WV, with others being refused the training by Systimax.
- A. The State has contacted the CommScope representative and was informed that there are currently three companies in WV that are fully certified as CommScope/Systimax installers. Black Box, Global Tech (Advanced Electric) and Verizon Business all hold that distinction. Another has their technicians in training currently in Pittsburg. There are, at least, two more in the early stages of completing the process.
- Q. Using the current products that have been approved by IS&C would allow IS&C personnel to provide for moves, adds, and changes without voiding the warranty provide

by manufacturer. Saving WV additional expense, in the future, by not having to have a contractor do this work.

- A. The State has WVOT staff Stan Moss Lead Telecom Tech, and Richard Wickert BICSI RCDD and RTPM(i) who have both completed the Design & Engineering course from CommScope/Systimax along with other manufacturer's training and are qualified to approve the installation and maintenance of multiple manufacturers cabling products without voiding existing warranties. The State WVOT has staff that completes an estimated 85% of the States cabling work without using contactors.
- Q. Mohawk Wire and Cable provided for a 25 year warranty on products supplied by approved connectivity partners and Mohawk provided it is installed by a Mohawk Approved Contractor. This allows for any approved contractor and or IS&C to make moves adds and changes with voiding warranty. There are currently 6 authorized Mohawk contractors in WV.
- A. See answer to above question.
- Q. Additionally, Richard Wickert stated that Systimax was the only company to respond to him and products for the State of West Virginia to use. As the representative for both Leviton Network Solutions and Mohawk Wire and Cable for the last 11 years, I did not receive a request to meet with Richard and do not remember a request being on the state WEB site.
- A. If what Mr. Miller is referring to by "WEB site" is the State Purchasing bulletin, then due to the fact there was not a RFQ or RFP that was, or would be generated from these discussions, there was no need or requirement to post the meetings. Mr. Wickert's effort, at the time, was to conduct market research to determine what options were available to the State for a complete single manufacturer end-to-end structured cabling solution.
- Q. Document states that products must be by a single manufacturer. Siemon is reference in this but does not manufacture their own cable, manufactured by others with Siemon screened on the jacket.
- A. Siemon is used as a reference as they provide products from the same manufacturer. The products are constructed to specifications defined by the supplying manufacturer and thus are labeled with their brand.
- Q. I would like to know why this was not placed for RFQ using the open architecture program.
- A. A "RFQ using the open architecture program" is unknown.

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304 646

Represenative Attending:

Phone Number:

Email Address:

Fax Number:

PRE-BID CONFERENCE SIGN IN SHEET

ies. Cable and winna Date: 15CL0108 Request for Quotation Number: Project Description:

5/9/2011

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Email Address:	Fichard Sylvester all wern Com	į	

Firm Name:	Represenative Phone Number. Fax Number.
HOIS IN WASHINGO Charleston, WU 25813	Josen B. Coward C 204-746-4434 A 5755 28-avender @ Pomcey, com
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Fax Number:	304 278-7404
Email Address	RBISHOP @ MYTECH. US
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Firm Address:

Firm Name:

PRE-BID CONFERENCE SIGN IN SHEET

Date: 5/9/2011	ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO P.M. Firm Name: Firm Address:	Represenative Attending: Phone Number: Fax Number: Email Address: Firm Name: Firm Address:	Representitive Attending: Phone Number: Fax Number: Email Address: Firm Name:	Represenative Attending:
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Request for Quotation Number: Project Description:	PLEASE PRINT LEGIBLY MAY RESULT IN DELAY: Firm Name: Firm Address:	Representive Attending: Phone Number. Fax Number. Email Address: Firm Name:	Represenative Attending: Phone Number: Fax Number: Email Address: Firm Name:	Represenative Attending:

FUMERU Infrastructure, optimized.

Richard A. Sylvester Technology Services Executive

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Mobile: 304.964.2381 richard.sylvester@pomeroy.com

www.pomeroy.com

Lawrence W. Host RCDD/OSP Sales Engineer III

@verizonbusiness.com lawrence, host

Ver" Of business

Morgantown, WV 26501 Phone 304 284-0504 Fax 304 284-0500

Wes-Mon Center, Suite 204 827 Fairmont Road

404-8400 Mobile 304 282-4356

M DATACOMM

James R. Stewart

Outside Sales

405 12th Street

Dunbar, WV 25064

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Fax 304.768.3698 Phone 304,768,3600

Cell 304.839.5073

Nat Wats 1,800,344,5202

ROBERT E. BISHOP, JR. RODD

Owner

POUSTRIA

3564 River Road

HEGENOLOGIES.

MON VALLEY

POMEROY Infrastructure. optimized.

Morgantown, WV 2650

firm Johnson

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Cabling / Electronics Design Engineer

Jason B. Cavender

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Gary Miller RCDD geminisales@comcast.net

Multi Line Representative For Voice and Data

Directs 304-344-2371 Fax: 304-344-0324 Cell: 304-549-9310 Toll Free: 800-335-2371 1010 Young Street Charleston, WV 2530

kevin.hypes@grayban.com

Kevin Hypes Sales Representative

	RFQ ISCL0108 BID PRICE S	ת נשו	l (rev 3.)	n angaran.
PART NUMBER	DESCRIPTION	UNIT	Quantity	UNIT	EXTENDED PRI
26 WO Pkg WV1	Aviech room monitoring system RoomAlert 26 WO Pkg WV1	Lach	I I	PRICE:	S
26 WO Pkg WV2	Avtech room monitoring system RoomAlert 26 WO Pkg WV2	Lach	2	5	s
X-30-422	BRADY IDXPERT Labels Size: 1.500" W x 0.750" H. Printable Area	Each	4	s	s
XC-475-422	BRADY IDXPERT GLOSS POLYESTER 475IN X 30 CONT	Each	2	3	s
C-1000-580-YL-BK	BRADY IDXPERT OUTDOOR VINYL 1.0IN X 30 FT BK on YL	Each	2	\$	5
40.00	BRADY IDXPERT OUTDOOR VINYL LOIN X 30 FT _WT on GN BRADY IDXPERT OUTDOOR VINYL LOIN X 30 FT _WF on BL	Each	2	\$	S
XSL-115-427	BRADY IDXPERT Labels Size: 1.500° W x .500° H Printable Area	Each	2	\$	2
XSL-31-427-YL-BK	BRADY IDXPERT Labels BK on YL, 1 000" Wx 0.300" II Printable Area Self Lam	Each Each	2 2	s	S:
XPERT-AC	BRADY IDXPERT AC Adapter	Lach	2	\$	\$
57014-703	Chatsworth Velocity Standard Pack	Lach	- 9	Š	s
10250-712	Chaisworth Ledder Tray 12" Section 10'	Each	5	\$	5
10595-712	Chatsworth Ledder Tray 12" Top Plate Kit	Each	6	Š	s
11421-712	Chatsworth Ledder Tray 12" Wall Angle Support Kit	Each	8	\$	S
12816-711 12851-705	Chatsworth Horizontal Rack-Mount Power Unit	Each	9	\$	\$
13912-703	Chatsworth Vertical Power Sitip Chatsworth Vertical Wire Manager	Each	9	2	\$
A Section 1985 Annual Contract of the Contract	HAGER 1/4" X 4" X 20" TMGB KIT	Each	4	\$	S
GB114212TGBKT	HAGER 1/4" X 2" X 12" TGB KIT	Each	1	s	\$
RGBVKIT145836A	HAGER RACK GROUND BAR KIT	Each Each	9	\$	S
	Hollman 8" x 8" Hinged Cover Wireway	Each	15	\$	\$
F88T	Hoffman 8" x 8" Sweep Tee	Each	- 13	Š	\$
	Höfliman 8" x 8" Universal U-Connector	Each	15	\$	3
	Hoffman 6" x 6" Hinged Cover Wireway	Each	15	\$	\$
	Hoffman 6" x 6" Sweep Tee	Ľach	8	\$	s
	Holfman 6" x 6" Universal U-Connector	Each	15	S	s
	Hoffman 8" x 6" Reducer	Each	10	\$	\$
GEE62F-A-CO EZDP44S	Panduit Adhesive Lined Grommet Edging 100'	Pkų	5	Ś	\$
	STI 44+Single Pathway Kit Includes Pathway, Two (2) Mounting Plates And Labels STI 44+ Pathway Only, No Mounting Plates	Haith	3	\$	S
	STI 44+ Multi-Gang Wall Plate Pack Includes Two (2) Sets of Wall Plates	Each	17	S	\$
EZRCM44S	STI Radius Control Module - One Pair (2) For Use With Sener 44+ Pathway	Each	- 8	\$	\$
760103085	Systimux 360G2-1U-MOD-SD 360G2 Modular Shelf, 1U, Slide	Each Each	20.	\$	\$
760039867	Systemsx RS-2AF-16SF RoloSplice Kit E/W 2x Fusion Splice Tray 1U Shelf	Each	5	S	\$
760109496	Systimax 360G2-12LC-SM-BL 360G2 Module_12LC TeraSPEID Pigialls	Lach	4	2	2
760109470	Systimux 360G2-12LC-LS-AQ 360G2 Module 12LC Lax SPEED 350 Pigtails	Each	4	\$	\$
760127803	Systimax 12 Strand / Single-mode Armoured Fiber Optic Cable	Feet	600	s	\$
	Systimax 12 Strand / Multi-mode Annoured Piber Optic Cable	Feet	600	S	s
	Systimax 3 FOOT - LC/LC Jumper Cable - MM	Each	4	\$	<u> </u>
	Systemax 7 FOOT - LC/LC Jumper Cable - MM	Each	4	\$	\$
	Systimax 3 FOOT - LC/LC Jumper Cable - SM	Each	4	\$	\$
	Systimax 7 FOOT - LC/LC Jumper Cable - SM	Each	4	S	\$
	Systimax 1091 Category 6A Gigaspeed X10D Non Plenum Catile, Blue Systimax 2010B Category 3 25 Pair Plenum White	1000/Bx	400	2	\$
	systimax M108FR3-270, 3 Port Decora Mounting Frame	Each	1000	\$	S
	systimax Faceplate 4-Hole wiblanks Modular Furniture	tach	500	.s	\$
	Systimax M61A-318 Blue ICON	Each Each	500 20	s s	S
	Systimax MGS600 Info. Outlet, MGS600-318 Blue	Each	2000	\$	2
	Systimax 5 FOOT CATGA PATCH CABLE BLUE	Each	500	\$	s
	Systimax 7 POOT CAT6A PATCH CABLE BLUE	Each	500	\$	3
	Systimux 10 FOOT CAT6A PATCH CABLE BLUE	Each	800	S	S
PCSSX2-0ZF014 S	ysumax 14 FOOT CAT6A PATCH CABLE BLUE	Each	100	3	\$
	ystimax iPatch 1100GS5 : 48 Port Patch Panel	Each	37	\$	S
	ystimax iPatch 1100GSS; 24 Port Patch Panel	Éach	8	S	3.
	vstimax HTK-19-SS-1U, 1U Horizontal Wire Mgr	Each	10	2	2
	lystimax HTR-19-SS-2U, 2U Horizontal Wire Mgr	Each	40	.\$	S
Children Children	ystimax VisiPatch 360 12U (96 Ports) Kit	Each	20	\$	3
	ystimax VisiPatch 360 12U (32 Ports) Kit ystimax VP360-788-Head, 4 Pair Head	Each	10	S	2
	ysumax vr300-raa-read, 4 ran read ysumax 788H1 Impact Tool	Each	2	5	S
	ystimax VP360-914-Bit, 1 Pair Bit	Each	2	\$	\$
	VIREMOLD Cover Plate Lifter	Each Each	<u>2</u> 1	S	s
	VIREMOLD Dual -Service Multiplex Service Fitting	Each	50	\$	\$
	VIREMOLD Blank Faceplate	Each	25	\$	\$ \$
M-2GFI V	VIREMOLD Double GFI Opening Faceplate	Each	200	\$	\$
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