



1. Solicitation #:

2. Solicitation Issue Date:

3. Brief Description of Requirement:

4. Response Due Date¹:

Time:

CST/CDT

5. Issued By and **RETURN SEALED BID TO**²:

Agency Name:

- U.S. Postal Delivery:
- Carrier Delivery:

6. Solicitation Type (check one below):

- Invitation to Bid
- Request for Proposal
- Request for Quote

7. Shipping Location:

8. Contracting Officer:

Name:

Phone:

Email:

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

² If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries



"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.

1. RE: Solicitation # _____

2. Bidder General Information:

FEI / SSN : _____ VEN ID: _____
Company Name: _____

3. Bidder Contact Information:

Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____
Contact Title: _____
Phone #: _____ FAX#: _____
Email: _____ Website: _____

4. Oklahoma Sales Tax Permit¹:

- YES – Permit #: _____
- NO – Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State:

- YES - Filing Number: _____
- NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

- YES – include a certificate of insurance with the bid
- NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)²

Authorized Signature Date

Printed Name Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>
² For frequently asked questions concerning workers' compensation insurance, see [http://www.ok.gov/oid/Consumers/Workers' Compensation Information.html](http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html)



A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.

Solicitation or Purchase Order #: _____
Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

- 1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

- [] the competitive bid attached herewith and contract, if awarded to said supplier;
OR
[] the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



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A. GENERAL PROVISIONS

The following provisions shall apply where applicable to the solicitation.

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment a State agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2.** "Bid" means an offer in the form of a bid, proposal or quote an offeror submits in response to a solicitation;
- A.1.3.** "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- A.1.4.** "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute;
- A.1.5.** "COTS" means Commercial off the Shelf.
- A.1.6.** "Contract" means the final agreement under which the services and/or products shall be governed.
- A.1.7.** "Contractor" means the Business Entity with whom the State enters into this contract.
- A.1.8.** "Closing Date" is the date the RFP closes, also proposal opening date, and response due date;
- A.1.9.** "Government Entities" means State Agencies, Boards, Commissions, Authorities, Oklahoma Counties, Cities, Schools, Hospitals, Regents of Higher Education, Colleges, Universities, Municipalities, or political subdivisions;
- A.1.10.** "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term;
- A.1.11.** "Offeror" shall be synonymous with "vendor", "bidder", or other similar term;
- A.1.12.** "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.13.** "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma. References to "State" in this document refer to either the Department of Central Services or the Office of State Finance.
- A.1.14.** "State Agency" includes any office, officer, bureau, board, counsel, court, commission, institution, unit, division, body, or house of the executive or judicial branches of the State government, whether elected or appointed, excluding only political subdivisions of the State.
- A.1.15.** "State CIO" is the State Chief Information Officer, as used herein the CIO has the same authority as the State Purchasing Director for all IT and Telecommunications purchasing and are used interchangeably.
- A.1.16.** "Solicitation" means a request or invitation by the State Purchasing Director or a State agency for an offeror to submit a priced offer to sell acquisitions to the State. A solicitation may be an invitation to bid, request for proposal, or a request for quotation;

A.2. Offer Submission

- A.2.1.** Submitted offers shall be in strict conformity with the instructions to offeror, and shall be submitted with a completed "Responding Bidder Information" DCS-FORM-CP-076, and any other forms completed as required by the solicitation.
- A.2.2.** Offers shall be submitted to the State Agency identified in the front page of this solicitation, in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004, must be made out in the name of the offeror and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4.** All offers shall be legibly written or typed. Any corrections to offers shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and shall be rejected as non-responsive.
- A.2.5.** All offers submitted shall be subject to the Oklahoma Central Purchasing Act, the Central Purchasing Rules, the Information Services Act and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein, all of which are made part of this solicitation.

- A.2.6.** By submitting a proposal, contractor agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.
- A.2.7.** If a contractor fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the contractor, or an error that reasonably should have been known by the contractor, the contractor shall submit a proposal at its own risk; and if awarded the contract, the contractor shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a contractor takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.3. Solicitation Amendments

- A.3.1.** If an "Amendment of Solicitation", DCS-FORM-CP-011 (or other format as provided), is issued, then the offeror shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the offer or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the offer to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division or OSF.
- A.3.3.** It is the contractor's responsibility to check the State's website frequently for any possible amendments that may be issued. The State is not responsible for the contractor's failure to download any amendment documents required to complete a solicitation.

A.4. Offer Change

If the offeror needs to change an offer prior to the solicitation response due date, a new offer shall be submitted to the State with the following statement "This offer supersedes the offer previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, And Other Responsibility Matters

By submitting an offer to this solicitation:

- A.5.1.** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State of Oklahoma or local department or agency;
 - A.5.1.2.** Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4.** Have not within a three-year period preceding this solicitation had one or more public (Federal, State or local) contracts terminated for cause or default.
- A.5.2.** Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its offer.

A.6. Offer Opening

Sealed offers shall be opened by the requesting agency identified in the front page of this solicitation, at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Offers Subject To Public Disclosure

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information an offeror submits as part of or in connection with an offer are public records and subject to disclosure. Offerors claiming any portion of their offer as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall

make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

A.8. Late Offer

Offers received by the State after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

A.9.1. Submitted offers are rendered as a legal offer and when accepted by the State, shall constitute a contract.

A.9.2. The contract resulting from this solicitation shall consist of the following documents in order of preference: State of Oklahoma Statutes, contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, and change orders; the solicitation including any amendments; and the successful offer to the extent that the offer does not conflict with the requirements of the contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the contract award documents prevail over the solicitation, and both the contract award documents and the solicitation shall prevail over the successful offer.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

A.10.1. Offers shall remain firm for a minimum of one-twenty (120) days from the solicitation closing date.

A.10.2. Offerors guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the contractor in performance of the contract shall be included in the total bid price/contract amount.

A.10.4. All costs incurred by the offerors for proposal preparation and participation in this competitive procurement shall be the sole responsibility of the offerors. The State of Oklahoma shall not reimburse any offeror for any such costs.

A.11. Manufacturers' Name And Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. Offeror may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if offers are based on equivalent products, indicate on the offer form the manufacturer's name and number. Offeror shall submit sketches, descriptive literature, and/or complete specifications with their offer. Reference to literature submitted with a previous offer shall not satisfy this provision. The offeror shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Offers that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation.

A.13. Rejection of Offer

The State reserves the right to reject any offers that do not comply with the requirements and specifications of the solicitation. An offer may be rejected when the offeror imposes terms or conditions that would modify requirements of the solicitation or limit the offeror's liability to the State. Other possible reasons for rejection of offers are listed in OAC 580:15-4-11.

Attempts to impose unacceptable conditions on the State, or impose alternative terms not in the best interest of the State shall not be tolerated. Continued attempts to impose unacceptable conditions or terms on the State shall result in a determination of your non-responsiveness of your offer due to the lack of compliance with the terms and conditions of negotiation or the solicitation.

A.14. Award of Contract

A.14.1. The State may award the contract to more than one offeror by awarding the contract(s) by item or groups of items, or may award the contract on an ALL OR NONE basis, whichever is deemed by the State to be in the best interest of the State of Oklahoma.

A.14.2. Contract awards shall be made to the lowest and best offer(s) unless the solicitation specifies that best value criteria is being used.

A.14.3. In order to receive an award or payments from the State of Oklahoma, vendor must be registered. The vendor registration process can be completed electronically through the DCS website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

A.14.4. It is the preference of the State to award to a single vendor. However, the State reserves the right to award to multiple vendors when it has been determined to be in the best interest of the State.

A.15. Contract Modification

- A.15.1.** The contract issued as a result of this solicitation is under the authority of the State personnel signing the Contract. The contract may be modified only through a written Contract Modification, signed by the State.
- A.15.2.** Any change to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division or the Office of State Finance in writing, or made unilaterally by the contractor, is a breach of the contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the contractor shall not be entitled to any claim under a contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant contract.

A.16. Delivery, Inspection and Acceptance

- A.16.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The contractor shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the offer shall include all such charges. All products and/or services to be delivered pursuant to the contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the receiving agency. The contractor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2.** Contractor(s) shall be required to deliver products and services as offered on or before the required date. Deviations, substitutions, or changes in products and services shall not be made unless expressly authorized in writing by the State.

A.17. Invoicing and Payment

- A.17.1.** Contractor shall be paid upon submission of an accurate and proper invoice(s), as defined by Title 62 O.S. §34.73, to the agency, at the prices stipulated on the contract. Failure to provide accurate invoices may result in delay of processing invoices for payment. Pursuant to 74 O.S. §85.44B, invoices shall be paid in arrears after products have been delivered or services provided. Invoices shall contain the purchase order number, a description of the services provided, and the dates of those services.
- A.17.2.** Interest on late payments made by the State of Oklahoma is governed by Title 62 O.S. §34.71 and 62 O.S. §34.72.

A.18. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Offerors shall not include these taxes in price quotes.

A.19. Audit and Records Clause

- A.19.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the successful contractor(s) agree any pertinent State or Federal agency shall have the right to examine and audit all records relevant to execution and performance of the contract.
- A.19.2.** The contractor(s) is required to retain records relative to the contract for the duration of the contract and for a period of seven (7) years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.20. Non-Appropriation Clause

The terms of any contract and any Purchase Order issued for multiple years under the contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other contract document, the procuring agency may terminate its obligations under the contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding.

A.21. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the contract shall be governed by the laws of the State of Oklahoma.

A.22. Choice of Venue

Venue for any action, claim, dispute, or litigation relating in any way to the contract shall be in Oklahoma County, Oklahoma.

A.23. Termination for Cause

A.23.1. The contractor may terminate the contract for default or other just cause with both a 30-day written request and upon written approval from the State. The State may terminate the contract for default or any other just cause upon a 30-day written notification to the contractor.

A.23.2. The State may terminate the contract immediately, without a 30-day written notice to the contractor, when violations are found, when conditions preclude the 30-day notice, or when the State determines that, an administrative error occurred prior to contract performance.

A.23.3. If the contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

A.24.1. The State may terminate the contract, in whole or in part, for convenience if the State Purchasing Director or the State CIO determines that termination is in the State's best interest. The State shall terminate the contract by delivering to the contractor a Notice of Termination for Convenience specifying the terms and effective date of contract termination. The contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State.

A.24.2. If the contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the contractor.

A.25. Insurance

The contractor shall maintain and provide proof to the State of the following insurance during the term of this agreement:

- a) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b) Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.
- c) Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d) Professional Errors and Omissions Insurance shall include Consultant's Computer Errors and Omissions Coverage with limits not less than \$1,000,000 per claim and in the aggregate.

A.26. Employment Relationship

The contract does not create an employment relationship. Individuals performing services required by this solicitation or a resulting contract are not employees of the State of Oklahoma or the procuring agency. The contractor's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to State employees.

A.27. Compliance With The Oklahoma Taxpayer And Citizen Protection Act Of 2007

By submitting an offer for services, the offeror certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

A.28. Compliance With Applicable Laws

The products and services supplied under the contract shall comply with all applicable Federal, State, and local laws and the contractor shall maintain all applicable licenses and permit requirements.

A.29. Gratuities

The right of the contractor to perform under this contract may be terminated, by written notice, if the Contracting Officer determines that the contractor, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State employee directly involved in this solicitation. Furthermore, a contractor convicted of such violation may also be suspended or debarred.

A.30. Preclusion From Resulting Contracts

Any contractor that has provided any consulting services or technical assistance that resulted in any specifications or concepts in this solicitation, either directly or indirectly, is precluded from the award of such contract and from securing a sub-contractor that has provided such services.

A.31. Mutual Responsibilities

The State and contractor agree that under this Agreement:

- A.31.1.** Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.
- A.31.2.** This is a non-exclusive agreement and each party is free to enter into similar agreements with others.
- A.31.3.** Each party grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.
- A.31.4.** Where approval, acceptance, consent, or similar action by either party is required under this agreement, such action shall not be unreasonably delayed or withheld.

A.32. Background Checks and Verifications

At the sole discretion of the State, the contractor may be subject to user background checks. The contractor must submit the required background check information to the State in a timely manner. The State may not allow any access prior to completion of background verification.

A.33. Confidentiality

- A.33.1.** Pursuant to Title 62 O. S. §34.12.(C). "The Office of State Finance and all agencies of the executive branch of the State shall not be required to disclose, directly or indirectly, any information of a State agency which is declared to be confidential or privileged by State or Federal statute or the disclosure of which is restricted by agreement with the United States or one of its agencies, nor disclose information technology system details that may permit the access to confidential information or any information affecting personal security, personal identity, or physical security of State assets."

If required for the performance of this contract, the above information may be given to the contractor after the contract is awarded in accordance with the requirements of this section.

- A.33.2.** The contractor shall maintain strict physical security of all data and records entrusted to it. If certain functions are sub-contracted in accordance with the terms expressed herein, the contractor shall insure that the sub-contractor maintains strict physical security of all data and records transmitted to the sub-contractor.
- A.33.3.** The contractor shall never turn data or records over to a third party unless specifically authorized to do so by the DCS, the State's CIO, the State Agency Director, or in compliance with a valid court order.

A.34. Unauthorized Obligations

At no time during the performance of this contract shall the contractor have the authority to obligate the State or the agency for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the contract for this project, contractor shall cease the project and contact agency for approval prior to proceeding.

A.35. Electronic and Information Technology Accessibility

Pursuant to Title 74, Section 85.7d. and OAC 580:15-6-21 electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance.

EIT Standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc.

- 1) **For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization.** The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

The contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications not requiring development and/or customized by the contractor from any claim arising out of the contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards.

- 2) **For Information Technology or Communications Products, Systems or Applications requiring development and/or customization.** The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance shall be necessary on the contractor's part. Such requirements shall be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

The contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from the contractor, from any claim arising out of the contractor's failure to comply Information Technology Solicitation Package

with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards. However, the contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in compliance with applicable Oklahoma Information Technology Accessibility Standards ("Standards") after the State has tested and confirmed that the product, system or application meets the accessibility requirements in the Standards.

A.36. Patents and Copyrights

If in the performance of this contract, contractor uses any Product covered by a third party's patent or copyright, it is mutually agreed and understood without exception that the contractor's contract prices shall include all royalties or costs charged by the third party arising from the use of such patent or copyright. If such royalties or costs are not covered in the contractor contract price, contractor's obligations are as outlined immediately below.

- A.36.1.** If a third party claims that a product the contractor provides to an Procuring Agency infringes that party's patent or copyright, the contractor shall defend the State against that claim at contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided the State: (i) promptly notifies the contractor in writing of the claim; and (ii) to the extent authorized by the Attorney General of the State Oklahoma, allows the contractor to control, and cooperates with the contractor in, the defense and any related settlement negotiations; provided however, that if the Attorney General of the State of Oklahoma does not authorize the contractor to have sole control of the defense and any related settlement negotiations, then to the extent allowed by Oklahoma law, contractor shall have no obligation to indemnify the State of Oklahoma under this Section.

If such a claim is made or appears likely to be made, the State agrees to permit contractor to enable the State to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If the contractor determines that none of these alternatives is reasonably available, the State agrees to return the product to the contractor upon written request. Contractor shall then give the State a refund equal to the net book value for the product, provided the State has followed applicable accounting principles. Net book value is the original cost of the product amortized over three (3) years using the straight-line accounting method of depreciation.

- A.36.2.** Contractor has no obligation regarding any claim based on any of the following: (i) anything the State provides which is incorporated into a product; (ii) modification of a product by any party other than contractor, contractor's representative or contractor's sub-contractor, or any State employee acting at the contractor's direction, or a program's use in other than its Specified Operating Environment; (iii) the combination, operation, or use of a product with other products not provided by contractor as a system, or the combination, operation or use of a product with any product, data, or apparatus that contractor did not provide; or (iv) infringement by a non-contractor product alone, as opposed to its combination with products contractor provides to the State as a system.

A.37. Federal Terms and Conditions

The following terms apply if federal monies are used to fund this solicitation:

A.37.1. Equal Opportunity and Discrimination

The contractor certifies they are an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and Executive Orders 11246 and 11375. The provider assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

A.37.2. Lobbying

The contractor certifies compliance with the Anti-Lobbying law, Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000.00 as defined at 45 CFR 93, Section 93.105 and 93.110.

A.37.3. Drug-Free Workplace

The contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, and implemented at 45 CFR part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610.

A.37.4. Environmental Protection

If the payments pursuant to the contract are expected to exceed \$100,000.00, then the contractor must comply with all applicable Federal Laws such as Section 306 of the Clean Air Act (42 U.S.C. 1857 (L)), Section 508 of the Clean Water Act (33 U.S.C. 1638), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R Part 15), which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities.

A.38. Assignment

Contractor's obligations under this contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the State.

A.39. Severability

If any provision for this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

A.40. Failure to Enforce

Failure by the State of Oklahoma at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the State of Oklahoma to enforce any provisions at any time in accordance with its terms.

A.41. Licensed Software

A.41.1. Under no circumstances shall the contractor be required to install or maintain software packages that it has reason to believe are not properly licensed.

A.41.2. All software/software licensing previously installed by the agency remains the responsibility of the agency. Software used by the contractor in performance of this contract is the responsibility of the contractor.

A.42. Contract

The contract shall be for indefinite delivery and indefinite quantity for the products/services awarded.

A.43. Conflict of Interest

Contractor must disclose any contractual relationship or any other relevant contact with any State personnel, or other State contractors involved in the development of this solicitation that result in a contract. Any conflict of interest shall, at the sole discretion of State, be grounds for termination of project involvement; provided that such termination must be made within a reasonable time after disclosure of such relationships or contacts.

In addition to any requirements of law or through a professional code of ethics or conduct, the contractor and the contractor's employees performing services for the State are required to disclose any outside activities or interests that conflict or may conflict with the best interests of the State. Further, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interests of the State of Oklahoma during the period of this agreement without prior written approval of the State. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees, other third-party individuals, or entities holding contracts with the State.

A.44. Limitation of Liability

To the extent any limitation of liability is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void.

A.45. Media Ownership (Disk Drive And/Or Memory Chip Ownership)

A.45.1. In conjunction with the Oklahoma Computer Equipment Recovery Act and the Office of State Finance's Information Security, Policies, Procedures, and Guidelines – Media Sanitization Procedures for the Destruction or Disposal of all Electronic Storage Media: disk drives and memory cards purchased with or for use in leased equipment under this contract remain the property of the State of Oklahoma.

A.45.2. Disk drives and memory cards purchased with or included in leased or purchased equipment under this contract shall remain the property of the State of Oklahoma; therefore, 'Keep Your Hard Drive' costs must be included in the offeror's proposed cost.

A.45.3. Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Agencies or for the resale of refurbished equipment that has been in use by State entities, by the contractor to the general public or other entities. Electronic Media Retention by the State entities for equipment whether purchased or leased shall also be applied to replacement devices and components the selected offeror's may supply during the downtime (repair) of equipment purchased or leased through this contract. If a device has to be removed from a location for repairs, there shall be sufficient safeguards in place (such as a record of hard drive serial numbers) to protect the Personal Identification Information that may be stored within the hard drive/memory of the device.

A.45.4. The State of Oklahoma IT Security Policies may be found at:
www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf

A.46. Offshore Services

No offshore services are provided for under the resulting contract.

A.47. Failure To Provide

The contractor's repeated failure to provide defined services, without reasonable basis as determined by the State of Oklahoma, shall

constitute a material breach of the contractor's obligations, which may result in cancellation of the contract.

A.48. Agency Policies

The contractor's employees and/or sub-contractors must adhere to the agency policies pertaining to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the contractor to review and relay agency policies covering the above to the consulting staff.

A.49. Compliance With Technology Policies

The contractor agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at:

www.ok.gov/OSF/Information_Services/ISD_Publications.html

A.50. Emerging Technologies

The State of Oklahoma reserves the right to modify the terms of this contract at any time to allow for technologies not identified elsewhere under this document. If there are repeated requests for an "emerging technology" and the State feels it is warranted to add such technologies, the State reserves the right to include such technology hereunder or to issue a formal modification or amendment to the contract.

A.51. Ownership Rights

- a) It is understood and agreed that the Software is being developed by the contractor for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on contractor's reusable or pre-existing intellectual property ("Utilities"), the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.
- b) Except for any utilities, all work performed by the contractor of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be opened by and for the benefit of State of Oklahoma.

A.52. Right of Use

- a) The State has the right to use or not use the software, not including any utilities, and to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. However, contractor shall bear no liability for any changes the State makes to such software.
- b) In the event that it should be determined that any of such software or supporting documentation does not qualify as a "Work Made for Hire", contractor irrevocably grants to the State an non-exclusive, irrevocable license to use such portion. With respect to any Utilities, the State shall have the right to perpetual, internal use of the Utilities included in the deliverable.
- c) Contractor shall assist the State and its Agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering Software. Contractor shall sign any such applications, upon request, and deliver them to the State. The State of Oklahoma shall bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

A.53. Source Code Escrow – Reference Title 62 O.S. § 34.31

No State agency, as defined by Section 250.3 of Title 75 of the Oklahoma Statutes, nor the Purchasing Division of the Department of Central Services, unless otherwise provided by Federal law, shall enter into a contract for the acquisition of customized computer software developed or modified exclusively for the agency or the State, unless the contractor agrees to place into escrow with an independent third party the source code for the software and/or modifications.

A.53.1. The contractor must agree to place the source code for the software and any upgrades supplied to an agency in escrow with a third party acceptable to the agency and to enter into a customary source code escrow agreement which includes a provision that entitles the agency to receive everything held in escrow upon the occurrence of any of the following:

- a) A bona fide material default of the obligations of the contractor under the agreement with the agency;
- b) An assignment by the contractor for the benefit of its creditors;
- c) A failure by the contractor to pay, or an admission by the contractor of its inability to pay, its debts as they mature;
- d) The filing of a petition in bankruptcy by or against the contractor when such petition is not dismissed within sixty (60) days of the filing date;
- e) The appointment of a receiver, liquidator or trustee appointed for any substantial part of the contractor's property;
- f) The inability or unwillingness of the contractor to provide the maintenance and support services in accordance with the agreement with the agency; or

- g) The ceasing of a contractor of maintenance and support of the software.

The fees of any third-party escrow agent subject to this section shall be borne by the contractor.

A.53.2. As used in this section:

- a) "State agency" shall include all State agencies, whether subject to the Central Purchasing Act or not, except the Oklahoma Lottery Commission; and
- b) "Source code" means the programming instruction for a computer program in its original form, created by a programmer with a text editor or a visual programming tool and saved in a file.

A.54. Proposal Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all contractors. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the contractor(s) shall put such clarifications in writing.

A.55. Performance and Upgrades

Offeror shall provide documentation of the projected schedule of recommended or required system upgrades to this system or any software provided to service this system for the three (3) year period following the target purchase date. If offeror does not plan recommended or projected system upgrades, the offeror shall provide documentation in the offer that the offeror plans no system upgrades to the high technology system for the three (3) year period following the target purchase date (Title 74 § 85.7c).

A.56. Right to Renegotiate

Prior to exercising the State's right to cancel a contract, the State may renegotiate an existing contract with a contractor for the purpose of obtaining more favorable terms for the State, provided that the term of the contract is not modified.

A.57. Publicity

The award of this contract to contractor is not in any way an endorsement of contractor or contractor's services by the State and shall not be so construed by contractor in any advertising or publicity materials. Contractor agrees to submit to the State all advertising, sales promotion, and other publicity matters relating to this contract wherein the State's name is mentioned or language used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of the State. Nor shall contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of the State.

A.58. Mandatory and Non-Mandatory Terms

A.58.1. Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Offeror's Proposal.

A.58.2. Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection.

A.59. Special Provisions

Special Provisions apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Contract Term, Renewal and Extension Option

- B.1.1.** The initial contract period shall begin on the effective date and shall extend through One (1) Year unless renewed, extended, or terminated in accordance with applicable contract provisions. The contractor shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the contractor.
- B.1.2.** Under Oklahoma law, the State may not contract for a period longer than one (1) year. By mutual consent of the parties hereto, it is intended that there shall be four (4) options to renew, each for duration of one (1) year.
- B.1.3.** The State, at its sole option, may choose to exercise an extension for a maximum of 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If this option is exercised, the State shall notify the contractor in writing prior to contract end date.
- B.1.4.** Notification to exercise the option to renew the contract shall be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The contract shall be contingent upon approval by the State. If a decision is made not to exercise an option period, notice should be sent at least 30 days prior to the end of the current contract period.

B.2. Contractors and Sub-Contractors Obligations

- B.2.1.** The contractor may use sub-contractors in support of this contract; however, the contractor shall remain solely responsible for the performance of this contract.
- B.2.2.** All payments for products or services shall be made directly to the contractor. If sub-contractors are to be used, the sub-contractors shall be identified in the Proposal and shall include the nature of the services to be performed. The State reserves the right to approve any and all sub-contractors providing services under this contract.
- B.2.3.** All contractor and sub-contractor changes after award, including changes of the actual employees performing services on this contract, are subject to approval by the State. No payments shall be made to the contractor for services performed pursuant to this contract by unapproved employees of a sub-contractor.
- B.2.4.** Contractor's employees or agents, if any, who perform services for the State under this agreement shall also be bound by the provisions of this agreement. At the request of the State, contractor shall provide adequate evidence that such persons are their employees or agents. In accordance with the section on "Employment Relationship", the State shall not be responsible to contractor's employees for any employee benefit or any obligation relating to employment, including health insurance benefits, workers' compensation insurance, paid vacation, or any other employee benefit.

B.3. Warrants

Contractor warrants and represents that products or deliverables specified and furnished by or through the contractor shall individually, and where specified by contractor to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of a minimum of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. During the warranty period, defects in the products or deliverables specified and furnished by or through the contractor shall be repaired or replaced by contractor at no cost or expense to the State.

B.4. Contract Usage Reporting Requirements

The State requires quarterly reporting of acquisitions made against the resulting contract in two different formats. The exact reporting formats shall be provided to the contract awardees.

a) Contract Usage Reporting

Contractor shall provide quarterly usage reports, indicating the purchase order of the acquiring agency, the dollar amounts sold to all entities through this contract, plus grand totals, which include but are not limited to State Agencies, Counties, Cities, Schools, Hospitals, Municipalities, or political subdivisions. The contractors awarded this contract shall receive a "Sample Report" prior to the first quarter due date.

b) Item Detail Usage Reporting

Contractor shall provide quarterly item detailed usage reporting. The report format shall be provided to the contract(s) awardee; however, for informational purposes the report requirement shall include information like the following:

1. Purchasing agency/entity
2. Order date
3. Order #

4. Invoice #
5. Manufacturer #
6. Manufacturer
7. Description
8. Product Category
9. Standard Configuration #
10. Quantity
11. Unit List Price
12. Unit Oklahoma Price
13. Extended Price

B.4.1. Reporting Requirements

- a) Reports shall be submitted quarterly regardless of quantity.
- b) Usage Reports shall be delivered, by email to the contracting officer within 30 calendar days upon completion of the quarterly reporting period cited below.
- c) Contract quarterly reporting periods shall be:
 - January 1 through March 31
 - April 1 through June 30
 - July 1 through September 30
 - October 1 through December 31

B.4.2. Failure to provide usage reports may result in cancellation or suspension of contract. It is the contractor's responsibility to notify the contracting officer of any delay in providing this report as defined.

B.5. Ordering

Any services to be furnished under this contract shall be ordered by the issuance of written purchase orders by the state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any purchase order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

C. SOLICITATION SPECIFICATIONS

Vendors shall provide proof that they are currently licensed to do business in the State of Oklahoma. A copy of each license or permit shall accompany the Vendor's RFP reply for each area on which they are bidding. Should any permits over and above the general Vendor's building permit be required, the Vendor is responsible for obtaining said permits and paying all fees associated with said permits.

License and Permits pertaining to assigned State projects (right-of-way etc.) will be obtained by the State authority having jurisdiction. If requested, the Vendor may obtain these items which in-turn can be detailed in the submitted estimate/quote.

C.2 Qualifications

The Vendor's actual staff assigned to perform under this contract shall be certified and be fully familiar and trained to install, maintain, and move telecommunication systems. Each Vendor shall provide a list of the telecommunications systems (i.e. Nortel, Siemens) on which they are certified to work.

The Vendor shall have proven documented experience in new cable installation, renovation, removal, termination and testing, splicing standard for aerial and underground telecommunication cable (copper), fiber optic cable, and phone/data system installations.

The Vendor shall provide copies of licenses and training certificates on all technicians who will be performing services under this contract. The Vendor shall identify by category, the actual technicians available for use; and the maximum and minimum number of technicians available for the following categories:

- Telecommunication Cable installers
- Fiber Optic Cable Installer
- Telecommunication and Fiber Optic Cable Terminators and Testers
- Customer-Owned Outside Plant designer, manager, and Installer
- Telephone Technicians

Licenses and certificates shall be kept current. The vendor shall provide OSF with an annual update to the list of technicians and copies of their licenses and certifications.

The Vendor shall maintain adequate personnel to maintain multiple projects in each of the areas a bid has been awarded as deemed necessary by the State.

C.3 Outside plant Requirements

Outside plant bidders shall meet ownership or long term lease requirements for the following equipment and tools. Bidders shall submit to the State of Oklahoma Office of State Finance proof of ownership or lease of vehicles and heavy machines listed below with bid response. Proof of ownership can be a bill of sale or a copy of a long term lease agreement. If needed, Contractor will furnish make, model and specifications on said equipment prior to bid opening.

One (1) or more Trenchers (Capable of a 48 in. Minimum depth)

Two (2) or more backhoes

One (1) or more Air or Hydro Vacuum Evacuation Truck(s)

Metal cutting and welding equipment to alter, remove, or repair damage to pipeline conduit without damaging poly fiber inside pipe;

Concrete saws, air hammers and other such tools capable of cutting or removing concrete and asphalt roadways, drives, parking lots, etc.

One (1) Plowing Cat (The State requires 48" depth or greater)

One (1) Directional Boring Machine (capable of boring 2000+ft. in a single bore)

One (1) Directional Boring Machines (capable of boring 1000 to 1500 ft in a single bore).

The contractor shall have available resources and adequate equipment to handle all cable installation and relocation. It is a mandatory requirement the contractor possess (own or have available through long term lease), at a minimum the following types of tools, test equipment, and construction equipment, and make available a list and visual inspection at any time of all equipment by State personnel.

Test equipment capable of measuring and certifying current standards for Category 5e, Category 6 and 6a copper cables and
Information Technology Solicitation Package

provide printable test reports.

When future Standards become available, equipment shall be able to be upgraded.

Adequate equipment capable of splicing aerial and direct buried copper and fiber cable(s).

Two (2) or more Fiber Connector Terminating/Polishing Kits.

Fusion splicing equipment (Two (2) or more for single fibers, and One (1) or more for ribbon fibers, for fiber optic cable to include; and test equipment capable of measurement of loss in each individual splice, end to end attenuation and OTDR (Optical Time – Domain Reflectometer) signature traces (minimum of One (1) or more OTDR's).

The selected contractor shall be completely responsible for the equipment listed above. The lack of, or failure of equipment shall not be acceptable reason for non-completion of projects. Specialized equipment shall be identified at the start of the project with any associated cost or fees.

C.4 Inside Plant Requirements

Inside plant bidders shall meet ownership or long term lease requirements for the following equipment and tools:

The contractor shall have available resources and adequate equipment to handle all cable installation and relocation. It is a mandatory requirement the contractor possess (own or have available through long term lease), at a minimum, the following types of tools, test equipment and construction equipment. Contractor shall make available to State personnel a list for visual inspection at any time.

Test equipment capable of measuring and certifying current standards for Category 5e, Category 6 and 6a copper cables and provide printable test reports.

When future Standards become available, equipment shall be able to be upgraded.

Adequate equipment capable of splicing fiber and copper cables.

Two (2) or more Fiber Connector Terminating/Polishing Kits.

Fusion splicing equipment (one (1)) or more for single fibers, and one (1) or more for ribbon fibers) for fiber optic cable, and test equipment capable of measurement of loss in each individual splice, end to end attenuation and OTDR signature traces (minimum of One (1) or more OTDR's).

The selected contractor shall be completely responsible for the equipment listed above. The lack of, or failure of equipment shall not be acceptable reason for non-completion of projects. Specialized equipment shall be identified at the start of the project with any associated cost or fees.

C.5 TRAINING

C.5.1 BICSI

The State of Oklahoma has adopted Building Industry Consulting Service International (BICSI) Methodology of Telecommunication design, installation and repair. As outlined in this RFP these standards and methods are industrial non-vendor specific.

The selected Vendor will provide the State with proof of qualified BICSI designers and technicians on staff within 90 days of selection. After the first year, all vendor team leads shall have current BICSI certification and **provide proof**. This level shall be maintained throughout the life of the contract. The project designer and a minimum of one (1) technician for inside plant and outside plant installation shall possess a Registered Communications Distribution Designer (RCDD) or Installer Certification. These individuals will be ultimately responsible for State projects as assigned.

Should the RCDD assigned to State projects change during the life of this contract, the new RCDD assigned shall also submit prove of certification. Certificates of Certification shall be submitted at least 30 days prior to the first year contract renewal date. The Vendor will be responsible for all fees and expenses associated with this training and certification.

C.5.2 Telecommunication System Training

All telephone technicians shall be trained and equipped to certify Category 5e, 6, 6a or higher computer wiring.

C.6 SCOPE OF WORK

C.6.1 Areas of Work

This RFP will consist of three distinct areas of responsibility and support. Each area below will be administered by the Office of State Finance. The areas are:

Inside Plant

Outside Plant

Information Technology Solicitation Package

Emergency Restoration

C.6.2 Customer-Owned Outside Plant Installation and Repair

One of the purposes and objectives of this scope of work reflects the planned installation and maintenance of ANSI/TIA/EIA Standards compliant outside plant cabling systems or components thereof at any State of Oklahoma, statewide, owned facility or facility under the authority of the State. This may include County or City offices which are authorized under State Statute as being part of respective Agencies. The basic concept is primarily (planned) support encompassing the installation and maintenance of State Owned Outside plant facilities. This effort will support voice, data, video and other low-voltage control services as deemed necessary for the transmission of information between State of Oklahoma Agencies and users.

C.6.3 Customer-Owned Inside Plant Installation and Repair

The State of Oklahoma Office of State Finance provides internal installation of telecommunication services and support for State Agencies throughout Oklahoma. This service includes, and is not limited to, voice and data intra-building cable installation, repair, testing, and removal; customer-owned private branch exchange (PBX) systems installation, removal, relocation including moves, adds, and changes of end units; and customer owned voice/data components to include fiber optic reconfiguration and repair throughout all areas of the State. The selected Vendor(s) shall be required to support these services with installation labor, equipment and/or components. The Vendor(s) may be required to respond to projects in adjacent areas of responsibility.

In order to fulfill the Office of State Finance service mandate, Inside Plant consists of three geographic areas of responsibility. Vendor(s) may submit their bid in response to each geographic area identified. A bidder does not have to bid on all areas. More than one Vendor may be selected to service each geographic area.

The geographic areas are:

(1) Oklahoma City (See Note)

(2) Tulsa

(3) Oklahoma Statewide (excluding the areas identified above)

Each city service area is considered from the center of the city to the city limits or a 30 mile radius from the center of the city, whichever is greater. Vendor(s) responses should consider mileage fees within each recognized area.

Note: The Oklahoma City Area includes the Capitol Telecommunication System.

C.6.3.1 Capitol Telecommunication System - Oklahoma City Area Only

In addition to the above requirements for installation support, the selected Vendor shall provide qualified telephone technicians to service the Capitol Complex Telephone System, its associated remotes and peripheral equipment. Areas of responsibility and support include: the Capitol, Department of Public Safety, the Oklahoma University Health Sciences, and 4545 North Lincoln Complexes and other locations within 5 miles of the state capitol. The technicians shall be qualified and prepared to provide technical labor to install, service, test, and place in service various types of telephone instruments, cables, wires, electronic station apparatus, jacks, etc. The technicians will be assigned to the State of Oklahoma Office of State Finance Communications Operations Division. They will be assigned installation projects which will vary in size and duration.

All technicians are expected to be skilled in the installation of telephone station apparatus, computer wiring, computer wire testing and certification. Unless otherwise specified, computer wiring will require BICSI certification and documentation. No junior technicians or trainees will be accepted for Capitol Telecommunication System assignment. Supervision of the contractor's technicians will be the responsibility of the contractor. Overall management and scheduling of the jobs within the Capitol Telecommunication System will be under the direction and control of the OSF Communications Operations Division.

C.6.4 Emergency Restoration

In the event of a telecommunication service interruption (caused by the severing of connected cabling) to any state owned facility provisioned by State of Oklahoma Agencies, the Vendor will affect repairs as specified in the following requirements. Restoration and repairs include damages to voice and data systems to include Acts of God or any disruption of service to any supported State or County owned Agency or Facility. These facilities entail the repair of services involving outside plant, intra-building, and inter-building copper, fiber optic, and coax cabling to include their associated equipment, electronic components, manholes, huts, poles and any additional mechanisms identified as necessary for the operations of the State's Telecommunication Network.

This shall be an on-call type contract with installation or repair services starting with a call from OSF for emergency repairs.

The Contractor project manager shall respond within 15 minutes of notification of an emergency repair request. Response or resolution can be made either verbally or in writing. Upon notification, the Contractor shall be on site within two (2) hours. OSF will determine if and when an emergency repair is declared. If time permits (as determined by OSF) a project package may be requested.

The contractor shall be able to respond to all requirements with equipment, tools, and manpower on location within four (4) hours or less of the notification.

Upon notification through OSF, the Vendor is required to provide the necessary qualified repair technicians, material and equipment in the time specified. The Vendor will contact the Office of State Finance for final coordination and identification of restoration upon completion.

Additionally, OSF provides internal telecommunication services for State Agencies throughout the State of Oklahoma. These services include but are not limited to voice and data intra-building cable installation, repair, and testing throughout all areas of the State. The selected Vendor(s) may be required to supply emergency support of this service with installation material, and equipment.

C.6.5 Overall Intent

The overall purpose and intent of this contract will be to support State entities as identified with installation and repair services equal to, or below, average competitive rates. Vendors of this contract should prepare a separate reply for each scope of work.

C.6.6 Definitions of Authority

This contract can be utilized by OSF, ODOT, OTA or OneNet each having authority over their specialized networks, systems, and projects. As identified in this contract they shall be considered the State Authority Having Jurisdiction (SAHJ) for their individual projects. If the project is considered a joint agency project an overall project manager (State Agency) will be identified as SAHJ.

C.6.6.1 Authority Having Jurisdiction (AHJ)

Under the administrations of this contract the authority having jurisdiction will pertain to local Oklahoma State, County, or City Officials administering local laws, codes, and standards. This includes officials such as: building official, electrical inspector, fire marshal, or other individuals or entities responsible for interpretation and enforcement of local building and electrical codes.

C.6.7 Definition of State Projects (Inside and Outside Plant)

All line items listed herein, shall be considered to be provided and installed in place per this specification, attached details and as directed by the State of Oklahoma Office of State Finance.

State projects are defined as individual tasks which involve installation, repairs, reconfiguration, or removal of telecommunication networks components or systems. Large tasks may be detailed into phases for scheduling, cost effectiveness, and inclusion into planned construction. The Vendor will be notified by the SAHJ of each individual task required via service request. At the discretion of the SAHJ, the Vendor will respond to each service request with an official project package as in section C.6.11. Whenever possible, the Vendor will combine project/tasks in the best interest of the State to reduce overall cost and time. The project package will be review by the SAHJ upon receipt for accuracy and acceptance. If accepted, the project package/estimate will then be considered a quote and legally binding as such. It will be the Vendor(s) responsibility to submit revisions or change orders due to changes in job requirements or equipment. Change orders shall state clearly identify additional job requirements, cost adjustments, and/or material needed.

Vendor shall follow State approved construction methods unless other methods are approved by SAHJ Project Manager. (See Construction Methods).

The Vendor shall be able to respond with company equipment, manpower, and technical expertise for installation and relocation repair of State of Oklahoma telecommunications facilities (See Sections C.6.2 and C.6.3).

The State of Oklahoma Office of State Finance, its Agencies and /or representatives reserve the right to inspect Vendor's equipment and any State Project or Vendor site location without notice. See also C.13.1.

C.6.8 Standard - BICSI Telecommunications Dictionary (Current Edition)

The State of Oklahoma Office of State Finance has adopted the Building Industry Consulting Service International (BICSI) references manuals as the official installation standards for the State. The BICSI Telecommunication Dictionary is a collection of internationally recognized industry terms, acronyms and abbreviations, symbols, and resources. This dictionary will be the official guide used to define terms, acronyms, abbreviations and symbols throughout the life of this RFP, State Projects, Packages and As-built.

C.6.9 Project Designer

The chosen Vendors shall provide a Project Designer that shall act as a single point of contact for all activities regarding identified projects. The Project Designer will be responsible for all decisions required of State of Oklahoma and shall coordinate with the SAHJ during installation activities. The Designer shall notify SAHJ of any inspections relating to building code, fire safety or other performance or installation related issues are scheduled and shall coordinate the inspection between SAHJ and inspector. The project designer shall ultimately possess an RCDD in accordance with the specification of section C.5.1.

C.6.10 Construction Manager

The Vendor shall provide a Site/Construction manager for each project/job assigned. This manager will be considered the onsite point of contact for questions or issues concerning installation's or repairs. The construction manager may or may not be an RCDD.

C.6.11 Project Package

- (1) Cost Estimate (Labor, Installation Equipment, Test Equipment)
- (2) Detailed Material List
- (3) A design schematic of planned installation/repair/reconfiguration

- (4) A detailed Statement of Work
- (5) Schedule of Events: The Vendor(s), prior to start of work, will provide a schedule of events outlining each stage of a project from start to finish.

C.6.12 Field Survey

A Field Survey will be scheduled for each State project and customer based on requests for service. The SAHJ will contact the Vendor(s) with site location, time, and date. If the site is under construction, Vendors shall coordinate additional field surveys with the general Contractor at the general Contractor's convenience. The Vendor(s) will coordinate and produce an installation time table in conjunction with the current construction. If a new construction, the Vendor(s) may be required to aid in the cabling design of the structure.

Unless otherwise specified all design specifications will be identified during the initial field survey through the SAHJ and/or the customer. After submission of the estimate any change in the requested service shall be executed and/or authorized by the SAHJ via a change order request.

C.6.13 Price Estimates/Quotes

The Vendor will provide cost estimates for each individual project as identified. The estimates will include materials (if requested), equipment, and labor rate for installation or repair. The State may or may not elect to provide the materials for each project to the Vendor. The State of Oklahoma is not liable for any costs incurred by Vendors in preparation of the estimates. All estimates will be considered conclusive in nature at the time of presentation pending final approval by the State. Prior to final approval by the State the Vendor may update or adjust the estimates to reflect changes in material or installation cost. The estimates upon presentation will be considered good for 30 days from the date of received before it shall be reinstated or disregarded by the Vendor. It will be the Vendors responsibility to ensure all estimates presented are accurate and up-to-date according to contract rates.

Price quotations are to include the furnishing of all materials, equipment, maintenance, rental cost, permits/licenses and the provision of all labor and services necessary or proper for the completion of the work except as may be otherwise expressly provided in the Contract Documents. The State will not be liable for any costs beyond those proposed herein and awarded. Time and materials only quotes will be unacceptable unless requested in writing from the State per individual project. The Vendor shall not include sales, consumer, use, and other similar taxes in the price quotations. In case of discrepancy in computed price estimates, the lowest combined value of individual unit costs shall prevail.

C.6.14 Price Stability

Contract prices and discounts shall be fixed at the time of estimate approval by the State and the Vendor. In the event of price changes, replacement material or equipment shall be purchased at the lower of contract or then current market price. In no case shall a price higher than contract price be paid for equipment proposed.

In the event that the State desires to purchase equipment or services not contained in the contract, future purchases will be determined using the vendor-specified discount rate in the proposal from the manufacturer's list price as of the date of the order.

C.6.15 Variation in Quantities and Configurations

Equipment and capacity requirements are the best estimates current **market** available on market availability and industry standards. The State reserves the right to modify quantity and configuration requirements. The Vendor agrees to sell the State the revised quantity of items at the unit price as stated in the RFP regardless of quantity changes.

C.6.17 Bonding

Within the service areas of responsibility, several projects may be assigned simultaneously. At the discretion of the State, the Vendor may be required to obtain a Performance and Payment bond to cover their portion of a project. The cost of the bond will be identified as such in the Vendor's estimate/quote.

C.6.17.1 Performance and Payment Bonding

If the estimate/quotation for the project is accepted by the SAHJ, and the SAHJ elects to require bonding for the project, the Vendor will have five (5) business days to deliver the Performance and Payment Bond to the SAHJ. The Bond shall be in the amount of the estimate/quotation for the work to be performed, guaranteeing to the State the completion and performance of the work covered in such as well as full payment of all suppliers, agents, laborers, or Sub-Contractors employed in the performance of the project. Such Bond shall be in a form and with a Surety acceptable to the State of Oklahoma and shall provide for the protection of all persons supplying labor or materials used for the performance of the work. Purchase order(s) will not be issued until a valid performance and payment bond is received. Failure to provide this Bond may be sufficient cause for immediate termination of the Contract resulting from this RFP.

C.6.17.2 Qualification of Surety

The Performance and Payment Bond shall be executed by a Surety Company of recognized standing, authorized to do business in the State of Oklahoma and having a resident agent within the State of Oklahoma and readily accessible to the State. The Surety Company shall hold a current Certificate of Authority as Acceptable Surety on Federal Bonds, in accordance with U.S. Department of Treasury Circular 570, Current Revision.

C.6.18 Right to Reject

Information Technology Solicitation Package

The State of Oklahoma reserves the right to accept or reject all estimates, quotes and/or sections thereof. Estimates to request for service should be submitted initially with the most favorable terms that The Vendor can propose.

The chosen Vendors shall identify sufficient equipment and telecommunication technicians as part of their inventory and staff. Sub-Contractors will not be used for any telecommunication facility installation (Inside & Outside Plant). Sub-Contractors can be used for specialized installation support such as asphalt, concrete laying, welding or building repair etc. The project designer shall identify and clearly state in each individual project design when a Sub-Contractor will be utilized and the task they will perform. Should the Vendors use Sub-Contractors for portions of the work, the State of Oklahoma reserves the right to reject any Sub-Contractor without explanation or recourse by the Vendor or Sub-Contractor.

C.6.19 Schedule of Events

Prior to start of work, contract installers will provide a schedule of events outlining each stage of a project from start to finish. This may be waived for an emergency repair.

If the project is an emergency repair, the Vendor is required to provide an estimated time of repair and service restoration.

C.6.20 Permits

The Vendor will be responsible for obtaining State, local, county, city and public sub-division permits with the assistance of Office of State Finance and/or Project Agency responsible if required.

C.6.21 Safety

The Vendor shall provide all safeguards, safety devices and protective equipment and take any other needed actions to reasonably protect the public and private property connection with the performance of the work covered by the contract.

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 State of Oklahoma from and against all liabilities, suits, damages, costs and expenses (including attorney's fees and court costs) which may be imposed on the State of Oklahoma because of The Vendor, Sub-Contractor, or supplier's failure to comply with the regulations stated herein.

C.6.22 Materials Storage

The Vendor may make available secured space to store all State provided materials and a warehouse person to maintain inventory with weekly reports on usage and quantity on hand, and to stage each project.

The selected emergency restoration Vendors shall have a secured space available to store material for quick response which may require additional qualified personnel.

C.6.23 Federal/State Laws, Codes, Standards and Ordinances

The Vendor's specification of materials as well as performance of the work shall comply with applicable Federal, State and local laws, rules, regulations and codes. The Vendor shall give required notices, shall procure necessary governmental licenses and inspections, and shall pay without burden to the State of Oklahoma all fees and charges in connection therewith unless specifically provided otherwise. In the event of violation, The Vendor shall pay all fines and penalties, including attorney's fees, and other defense costs and expenses in connection therewith.

The proposed design and all work shall conform to the 2008 Edition of the National Electrical Code, National Electrical Safety Code and all state and local codes and ordinances. ANSI/TIA/EIA Standards 568-B.1, B.2, B.3, 569-A, 606-A, 758 and J-STD-607 shall be adhered to during all installation activities. Methodologies outlined in the latest edition of the BICSI Telecommunications Distribution Methods Manual, Customer-Owned Outside Plant Manual and Telecommunications Cabling Installation Manual shall also be used during all installation activities. Should conflicts exist, the codes and ordinances of the State of Oklahoma or County/City of construction, The OK Department of Health and Environmental Control, and the Oklahoma State Fire Marshall shall take precedent.

The Vendor is solely responsible for warranting the appropriateness of materials, design criteria and installation methodology submitted in the Price Quotation.

C.6.24 Federal Communications Commission

Equipment requiring FCC registration or approval shall have received such approval and shall be appropriately identified.

C.6.25 Failure to Complete and Liquidated Damages

Because the actual damages for delay in completion are impractical to determine, the successful Vendor and its sureties shall be liable for and shall pay to the State of Oklahoma stipulated and fixed, agreed, and liquidated damages the sum of One Thousand and no/100 dollars (\$1,000.00) for each 30 days of delay (that is not caused by failure of the State of Oklahoma to provide necessary access or information) beyond the scheduled installation date until all work is completed and accepted (up to the maximum value of the original contract).

C.6.26 Special Conditions

Locations in the State of Oklahoma through its customers could be under construction. As such, activities in the buildings are being conducted by the General Contractor towards completion of their responsibilities under their contract with the State. As such, work

by the General Contractor shall not be interrupted by the Vendor's work activities without advance agreement from the SAHJ and the General Contractor. The Vendor will be required to work around all of the conditions listed above as well as working with the SAHJ and staff to minimize disruptions to normal business activities.

C.6.27 Installation Materials

During the initial project design phase the Vendor will establish a detailed list of material needed for project completion. This list will be submitted to the SAHJ with the Labor and Equipment estimate for each individual project. The detailed list will consist of the quantity, type, name brand (if applicable) and product number. This list may be waived by the State based upon size of the job and urgency.

All installation (internal and outside plant) material will be procured through the State Authority having jurisdiction via authorized contract vendors. In the best interest of the State, the SAHJ may authorize the Vendor to procure, accept, transport and/or store material (if available) for use on State Projects only.

C.6.28 Telecommunication Systems Materials

State owned equipment to be installed will be located in one or more centers located in around each area of responsibility. It is the responsibility of the successful Vendor to retrieve and transport the equipment and/or components to the job site as required. The Vendor will be accountable for all material and equipment assigned for installation or repair of State Property.

C.6.29 Emergency Restoration Materials

The Vendor will be required to maintain repair material (on-hand) as necessary to facilitate emergency repairs to State Inside and Outside Plant facilities. The SAHJ and the Vendor will establish material levels to be maintained at the Vendor's expense.

All emergency installation (internal and outside plant) material will be procured through the State Authority Having Jurisdiction via authorized contract vendors. In the best interest of the State, the SAHJ may authorized the Vendor to procure, accept, and/or store material (if available) for use on State Projects only.

C.6.30 Warranty/Liability

Labor and workmanship hereinafter specified and furnished shall be fully guaranteed by the Vendor for three (3) years from certificate of acceptance date against any defects. OSF will procure material with a warranty against defects for a total of one (1) year from date of installation. Defects which may occur as the result of faulty workmanship within one year (material) and three years after installation and acceptance by the State shall be corrected by The Vendor at no additional cost to the State of Oklahoma. The Vendor shall promptly, at no cost to State, correct or re-perform any non-conforming or defective work within one year after completion of the project of which the work is a part. The period of The Vendor's warranty for any item(s) so described herein are not exclusive remedies, and the State has recourse to any warranties of additional scope given by The Vendor to the State and all other remedies available at law or in equity. The Vendor's warranties shall commence with acceptance of/or payment for the work in full. The Vendor shall provide the State with a sample certification form to be submitted by The Vendor to the manufacturer to procure the manufacturer's certification and warranty. On completion of the work said certification and warranty will be provided to the State in writing before final payment is made to the Vendor. All electronics installed as part of this undertaking will have a five (5) year warranty from the manufacturer and said warranty will be in writing.

All equipment and/or material shall be new and come with a minimum one year warranty. The Vendor shall be the sole contact for all repairs/returns of items during the warranty period. The Vendor shall be responsible for all shipping, coordination of repair/return, obtaining RMA numbers, etc. The Vendor shall provide a name and phone number or e-mail address for the person who will be the focal point for all actions pertaining to this contract. Warranty options and information should be attached to bid specifications for each project.

The Vendor shall pass along to the State any additional warranties offered by the manufacturers, at no additional costs to the State, should said warranties extend beyond the period specified therein.

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 State 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.

C.6.31 Technology Refresh

After contract award, the vendor, upon commercial announcement of hardware or software modifications or new releases for the latter that can be technically and economically substituted or added for/to items listed in the contract, shall inform the State said items are available for addition or substitutions.

The vendor shall offer said items to the state at their cost plus a markup price (listed in section H – Cost). Vendor cost is subject to audit by the State of Oklahoma. The States cost shall never exceed manufacturers list price. These item(s) may be accepted at the option of the State, provided at least equivalent performance with economic benefits or significantly enhanced performance at no additional cost per unit of capability accrues to the State.

No change in system components and/or installation material may be made without prior notification and either verbal or written approval of the State. The State reserves the right to request shipment of a newly configured demonstration unit for re-evaluation before approval is given.

C.6.32 Change Orders

Modifications or additions to any assigned project will require a change order request presented to the SAHJ for authorization. Any work performed by the Vendor(s) without prior express SAHJ authorization cannot be submitted for payment. It will be the Vendor(s) responsibility to ensure a change order has been authorized prior to performing work not on the original project design.

C.6.33 Payment Conditions

C.6.33.1 General – Excluding the Capitol Complex Communication System

In accordance with state statutes, payment will be made upon acceptance of the job by the State of Oklahoma. All job invoices shall be presented to the State for payment no later than forty five (45) business days after project completion. The telecommunication project (voice/data network or system) will be deemed acceptable when The Vendor delivers to the State:

- Cables which are 99% free of defective pairs of copper or fiber strands
- ANSI/TIA/EIA-568-B series compliant test results on all cabling/wiring
- As-built package (described in C.12 below)
- Completed detail Invoice
- Certificate of Acceptance/Warranty

Acceptance will be deemed “in full” upon receipt by The Vendor of a Notice of Acceptance issued by the State (for all new installation) upon proof of beneficial use and full implementation of the Terms and Conditions and Technical Specifications of the Contract.

Upon receipt of the Notice of Acceptance, The Vendor shall notify the State of a release of all liens (if applicable) for all materials and services associated with this project. Additions or reconfiguration of current installations will require a signature by the customer on a notice of acceptance, submitted to the Office of State Finance for payment. Payment shall be made upon acceptance of the job by State of Oklahoma.

C.6.33.2 Capitol Complex Telecommunication System Payment

Pricing for technical labor shall be quoted on a per-hour basis. Hourly cost for technical labor shall be all inclusive.

Billing for technical installation labor provided to the Capitol Complex Telecommunication System under the terms of this contract shall be submitted monthly to the state **but no more than 45 days after completion or acceptance.**

The successful Vendor shall be required to maintain an employee time report for each technician assigned to the OSF Communication Division. Copies of employee’s time reports shall be submitted each week for each contract employee.

Time reports shall be signed and verified by the Vendor’s manager and signed by the technical manager from the Office of State Finance Communication Operations Division.

No reimbursement will be made for technician travel time or lost time due to circumstances beyond the control of the State of Oklahoma. No reimbursement will be made for per-diem, meals, lodging or any miscellaneous expenses.

In order to prevent service interruption and to lessen interference with normal working activities in the administrative offices, the State of Oklahoma reserves the right to schedule telephone installation work during the day, evening, or night time hours.

Transportation for technical personnel to and from work locations, as well as transporting of equipment and tools shall be the responsibility of the vendor.

The successful Vendor will provide pagers and cellular telephone service for technicians to communicate with each other.

C.7.0 DESIGN

C.7.1 Design Specification & Standards (References, Standards, and Codes)

State of Oklahoma Office of State Finance standards will be based upon the Customer-Owned Outside Plant Design Manual (CO-OSP) produced by BICSI, the Telecommunications Distribution Methods Manual (TDMM) also produced by BICSI, ANSI/TIA/EIA and ISO/IEC standards, and NEC codes, among others. Also applicable will be the State of Oklahoma Fire Protection Code, Local Building Codes and Regulations, and required permits and registrations.

It is required that the Designer be thoroughly familiar with the content and intent of these references, standards, and codes and that the Designer be capable of applying the content and intent of these references, standards, and codes to all inside/outside plant communications system designs executed on the behalf of State of Oklahoma.

Listed below are references, standards, and codes applicable to Telecommunication Distribution System (Inside/Outside) Plant design. If questions arise as to which reference, standard, or code should apply in a given situation, the more stringent shall prevail. As each of these documents is modified over time, the latest edition and addenda to each of these documents is considered to be

definitive.

(1) BICSI TDMM	BICSI Telecommunications Distribution Methods Manual
(2) BICSI CO-OSP	BICSI Customer-Owned Outside Plant Design Manual
(3) BICSI TCIM	BICSI Telecommunication Cabling Installation Manual
(4) TIA/EIA-758	Customer-Owned Outside Plant Telecommunications Cabling Standard
(5) TIA/EIA- 568	Commercial Building Telecommunications Cabling Standard
(6) TIA/EIA-569	Commercial Building Standard for Telecommunication Pathways & Spaces
(7) TIA/EIA-606	The Administration Standard for the Telecommunications Infrastructure of Commercial Buildings
(8) TIA/EIA-607	Commercial Building Grounding and Bonding Requirements for Telecommunications
(9) TIA/EIA-455	Fiber Optic Test Standards
(10)TIA/EIA-526	Optical Fiber Systems test Procedures
(11) IEEE 802.3 (series)	Local Area Network Ethernet Standards, including the IEEE 802.3Z Gigabit Ethernet Standard
(12) NEC	National Electric Code, NFPA
(13) NESC	National Electric Safety Code, IEEE
(14) L & I	Department of Labor and Industries, Electrical Section, RCW 19,28, WAC 296-46 and WAC 296-401A, Interim Printing
(15) OSHA Codes	Occupational Safety and Health Administration, Code of Federal Regulations (CFR) Parts 1910 - General Industry, and 1926 - Construction Industry, et al.

C.7.2 General Design Considerations

As discussed previously, the design of pathway shall conform to the TIA/EIA standard, current State hierarchical topology and Pathways. All installations and/or restorations on the State Capitol Complex in Oklahoma City and Tulsa will require authorization from the Department of Central Services. The SAHJ will provide all necessary authorization and/or permits as required in these areas. The designer will make every effort to design installation with a product line which provides a certificate of certification from the manufacturers.

Prior to design, the Designer is expected to meet with the AHJ of the State Agency and review requirements for the project. Items to review should include proposed pathway routing, aesthetic requirements, long range plans that the Agency has regarding new and existing buildings, paved areas, opens spaces, etc. which could be affected by the design, and any unique requirements specific to the project. After the requirements review, a thorough and detailed field investigation shall be conducted. The field survey shall include, but should not be limited to:

1. A thorough review of existing records and a comparison of these records against actual field conditions.
2. Notation of the condition, suitability, and diagrams showing the locations of existing pathway, demarc's, and building entrances likely to be used during the course of the project.
3. Documentation of where the telecommunications pathway will require coordination with pathway used for other utilities.
4. Investigate adverse conditions and obstructions (such as low ceiling, firewalls, reinforced walls, etc.) and any significant changes in building structure along proposed pathways.
5. Notation of the existing telecommunication closets, low voltage systems and emergency/security response systems.
6. Notation of the most desirable locations for new installations of facilities as how they conform to ANSI/TIA/EIA and BICSI Telecommunication Installation standards.
7. Detailed design should commence only after the field survey has been conducted and reviewed by the State Agency Having Jurisdiction.

C.7.3 Detailed Project Drawings

Unless otherwise directed all assigned Projects will require Project Installation Drawing prior to the start of the project. The drawing will be submitted in a compatible software program with the State along with one hardcopy. Construction drawings should be thoroughly and accurately marked. Listed below are items that should be included on construction drawings, dependent upon the type of project:

- Routing of the pathway system, including ductbanks and UCV's.
- Physical locations of obstructions, including UCVs, ductbanks, buildings, roads, poles, existing underground utilities.
- Duct configurations indicating duct sizes and types between UCVs and between UCVs and buildings.

- Duct contents indicating cable assignments.
- UCV and building cable racking diagrams (elevations) indicating the positions of all existing and new cables and splice enclosures.
- Backboard/entrance facility elevations within buildings.
- Pair sizes, gauges, and types of copper cables.
- Strand counts and types of optical fibers.
- Drain slope requirements
- Labeling
- Phasing (if required)
- Staging

C.7.4 Manufacturers

In addition to the standards listed above, manufacturers of communications cabling infrastructure products also supply standards and procedures for the installation. These standards will be strictly adhered to unless otherwise specified in the manuals or codes above. The interior/outside plant communications distribution designer is required to incorporate compatible manufacturer products into the design of State of Oklahoma Telecommunication Systems and Networks. If conflicts exist between manufacturers recommended installation standards and ANSI/TIA/EIA Standards and/or BICSI Standards the more stringent standard will be used.

C.7.5 Deviation from Standards

It is not the intent of State of Oklahoma Office of State Finance to rigidly impose standards on every aspect of telecommunication/technology design and installation. Each design is unique and each design may be subject to situations in which deviations from the standards are warranted.

If the Designer feels that deviation from a given standard is warranted, the Designer shall submit a written deviation request to the Office of State Finance or applicable State Agency. The request will, at a minimum, indicate the standard from which there is a proposed deviation, the substitution being proposed in place of the standard, the reason the request is being made, and an explanation of the justifications (economic, technical or otherwise) for the deviation. The Designer may, upon written approval from AHJ, incorporate the design deviation into the overall design. The Office of State Finance or AHJ approval is required on a project-by-project basis. The Designer should not assume that a deviation approval for one project means that the deviation will necessarily be approved for a subsequent project.

C.8.0 INSTALLATION

C.8.1 Installation Methodology

The Building Industry Consulting Service International Standards (BICSI) is the official installation methodology approved by the State of Oklahoma Office of State Finance. All cable (copper or fiber optic) provisioning through this Agency will be completed by following these standards. All work done as part of this undertaking will conform to the following guidelines. As each of these documents is modified over time, the latest edition and addenda to each of these documents is considered to be definitive.

Local Codes

2008 edition of the National Electrical Code (or most current edition)
 2008 edition of the National Electrical Safety Code (or most current edition)
 ANSI/NECA/BICSI 568-2001
 ANSI/TIA/EIA 568-B.1 and B.2
 ANSI/TIA/EIA 569-A
 ANSI/TIA/EIA 606-A
 J-STD-607^a

The current edition of the BICSI Cabling Installation Manual
 The current edition of the BICSI Telecommunications Distribution Methods Manual
 The current edition of the BICSI LAN Design Manual
 The manufacturer's installation instruction/specifications
 Customer Owned Installation Methods and Standards

Where conflicts exist between any two or more referenced guidelines, the issue can be resolved by using the above list. The higher the reference is located on the list, the more authority it has with local codes being highest and manufacturers and Customer Owned guidelines being lowest.

C.8.2 General Installation Methods and Standards

The technical specifications contained herein are intended to serve as a minimum guideline for the installation work to be performed as part of this undertaking. The scope of work will encompass all aspects of installation, labeling, documentation and acceptance of the work in accordance with the adopted BICSI standard specifications, drawings, etc. Questions related to these specifications should be addressed to the appropriate State Agency (SAHJ) contact as indicated in the beginning of this RFP. The State of Oklahoma is in the process of reconfiguring its voice/data network to conform to established telecommunication standards. It will be

the Vendor(s) responsibility to identify and report issues of concerns which will prevent or delay their efforts to complete a project.

The cabling installer shall use manufacturer approved methods to restore the original rating of the fire rated architectural structures and assemblies to any penetrations made during the installation and holes created by the removal of existing penetrations. Reference ANSI/TIA/EIA-569-A, Annex A for information regarding fire-stops.

C.8.3 Outside Plant Construction and Outside Emergency Restoration Methods

Contractor's field installation shall be in compliance with the State's regulations and the Installation Methods identified in the information above.

If cable installation along the proposed route is not feasible, alternate methods or routing will be determined by the SAHJ (Project Manager). Conflict between the identified State Requirement and the referenced guidelines can be resolved by using the referenced BICSI guidelines and standards.

C.8.3.1 Oil, Steam, or Gasoline Pipeline

Conduit or gasoline pipeline preparation for cable shall follow guidelines and Cost of cable shall include this work:

- All existing conduit and/or steam pipe shall be prepared by rodding, cleaning and repairing the conduit and/or steam pipe as necessary.
- Contractor shall pig all gasoline pipelines dry of water with the use of a Girard Poly Pig, four inch (4") swabs or state approved equipment.
- Contractor shall attach to the 4" line a Poly Pig Launcher Trap with 4" outlet, 6" inlet and a 2" valve connection (to connect to air compressor 150-200 pounds pressure).
- Unit shall have a bleed port valve and a pressure gauge with an adapter to mount a tag line reel to use with a 4" 4 cup pig.
- In all cases, the 4" gasoline pipes shall be purged by air pressure using a four (4") poly foam pig equipped with Tough Coat to force all water and dirt particles from the line prior to cable insertion. (ex. Poly Foam 4" Pig – Sage Brush Supply Company, Tulsa, Oklahoma).
- Contractor personnel working in the underground systems are not exempt from performing air quality tests prior to entering.
- If pre-atmosphere tests indicate unsafe gaseous or dead air conditions, adequate forced air ventilation shall be provided.
- Federal and/or Oklahoma State confined air quality safety regulations shall be followed to assure safe working conditions.
- All equipment of the Outside Cable Plant, including the sheath shields and metal terminal boxes shall be grounded to a single point earth ground, which will be approved by the SAHJ Manager. A copper bus bar shall be mounted at the bottom of each termination. The bus bar on each termination shall be connected to the building earth ground bus using a 6 AWG electrical cable. Each terminal shall be connected to the earth ground serving the building with 6 AWG copper ground wire. If no earth ground, the Contractor shall install a ground conductor 6 AWG from the building ground to the termination location. This ground shall be as close to zero resistance as possible, never exceeding 0.5 ohms. All equipment including the cable sheath shields shall be connected to the earth ground serving the building with 6 AWG copper ground wire.
- It is imperative that communication cable inner sheath bonding is made whenever there is an inner sheath separation and that inner sheath grounding is made at cable ends or termination locations.

C.8.3.2 Handling of Fiber Optic Cable

Cable shall be carefully inspected by the SAHJ (Project Manager) and the Contractor during the plowing and trenching operation prior to installation into the project, to be certain that it is free from defects or damage.

Bends of small radii and twists that might damage cable shall be avoided. During the placing operations, cable shall not be bent in a radius less than 20 times the outside diameter of the cable.

Care is to be exercised during the plowing operation to insure that the cable is fed either manually or by capstan into the ground through the plow, loose and at no tension.

If, during the plowing operation, the plow should strike a buried object or rock that stops the equipment and necessitates removal of the plow from the ground, the plow shall be removed from the ground carefully, without backing the plow, to avoid damage to the cable. Should it be necessary to back the plow to remove it from the ground, the cable shall be uncovered and removed from the plow, a sufficient distance back, to enable inspection by the SAHJ (Project Manager) to determine whether the cable has been damaged. In either case, the cable will be exposed for inspection by the SAHJ (Project Manager).

C.8.3.3 Depth of Buried Plant

Unless otherwise specified by the SAHJ (Project Manager) or State Construction Drawings, the depth of buried cable plowed, measured from the top of the cable to the surface of ground or rock shall be as listed in the following table:

Minimum depth in soil	48"
Minimum depth in ditch crossing	48"
Minimum depth in rock	24"

In the case of a layer of soil over rock, either the minimum depth in rock, measured to the surface of the rock, or the minimum depth in soil, measured to the surface of the soil, shall constitute the depth of buried cable.

When placing cable during cable plowing operation and rock is encountered that will not pre-rip, as specified, to a minimum depth of 48", the cable should be buried using the open trenching method to a minimum depth of 24".

C.8.3.4 Buried Cable Markers

Above ground optical fiber cable warning markers (sign post) will be placed at a five hundred foot interval and at each road crossing to warn of the cable prior to digging. In addition, electronic cable markers will be installed at each location where the cable changes direction more than 45 degrees. Non-conductive warning tape will be installed at a depth 18" above the innerduct.

C.8.3.5 Conduit

All conduit shall be installed in locations as shown on the Cable Plant Maps to fit the existing field conditions. However, if major relocations are necessary, the Contractor shall receive SAHJ approval prior to making relocations.

The end of all vacant or cable filled ducts shall be sealed with an 8 to 1 ratio expandable urethane form, 3M Scotchcast 4416 or SAHJ approved equivalent, making them watertight and rodent proof.

All exposed cable and conduit in open trenches will be supported to eliminate unnecessary strain. All coating, wrappings and insulation will be protected. If there is any damage of this type, the SAHJ (Project Manager) will be notified immediately.

See Standard; Typical Conduit Construction Detail (2" Galvanized Electrical Conduit) and Special Detail – Bridge Attachments, Sheets 3 and 5.

C.8.3.6 Cable/Conduit Trenching

The use of explosives on a State of Oklahoma project will not be allowed without prior authorization of the SAHJ (Project Manager) responsible for the project.

Excavating equipment should be selected to minimize danger to underground and overhead systems. This includes considering size, weight, speed and controllability of equipment.

Do not attempt to work too close to underground facilities with heavy equipment. Expose all existing pipe and cable by hand digging so that machine operators can clearly see the system.

All trenching depths shall be forty-eight (48") except where the State directs the depth shall be more or less than forty-eight (48")

Should the trenching be excavated to a greater depth than that given, the Contractor shall, at his own expense, bring such excavation to required grade with such material as directed, notwithstanding that it may be necessary to bring such material from other localities or to purchase suitable material; and the trench shall be tamped, as directed.

The material excavated shall be deposited along the side of the trench in such a manner as to create the least inconvenience possible. Prolonged storage over or near facilities should be avoided. It should be arranged so that rocks, concrete, and other debris cannot fall in open trenches.

Where ground-water or soft, yielding, or otherwise unsuitable material is encountered in the bottom of the trench, which is an unsuitable foundation for the conduit or cable, such material shall be excavated from the full width of the trench to a satisfactory depth. The resulting space shall be back-filled with imported bedding properly compacted to give adequate support.

When placing cable in a trench in rock, the cable shall be cushioned by a fill of sand or selected soil at least 3 inches thick on the floor of the trench before placing of the cable. The backfill for at least 6 inches above the cable shall be free of stones, rock or other hard, sharp or frozen materials which might damage the cable. Alternate methods are permissible subject to the approval of the SAHJ (Project Manager).

The asphalted pavement cut shall be replaced in kind with HMHL Asphalt, type "A". Where plant mix or asphalted concrete surfacing exists, pavement shall not be less than 4" in thickness.

C.8.3.7 Conduit Boring

This section covers the installation of conduit by boring or jacking.

Conduit shall be placed under existing pavement and sidewalk by approved bore and push methods. When conduit used is Schedule 40 PVC, the joint will always be long belled ends, cleaned of dirt and debris before cemented and two (2) wraps of duct tape applied after cement is set up.

All street, driveway and waterway crossings are to be bored and conduit installed.

The pavement shall not be disturbed and boring and pushing pits shall be kept at least five (5) feet clear of the edge of the surfaced area. Excessive use of water such that pavement might be undermined or sub-grade softened will not be permitted.

Where conduit passes under a surfaced area, an "X" shall be cut in the curb or surfacing above the conduit crossing for future reference and relocation purposes.

All bores will be documented to SAHJ's Project Manager showing location and depth details of the bore and materials used.

C.8.3.8 Splicing – Cable Fiber Optic, Fusion

All cable ends shall be cut to the same length before closure is applied. This length is thirty (30) feet. Cable bends shall not be less than twenty (20) times the outside diameter of the cable.

Cable having the outer jacket removed shall have a protective closure placed on it at the end of the work day.

The metallic sheath and center strength members of each cable shall be bonded and connected separately to a shield protection pedestal with No. 6 insulated solid copper ground wire. The shield isolation pedestal shall be connected to a 5/8" x 10' driven ground rod with No. 6 bare solid copper wire.

All splice closures shall be encapsulated and flash tested with dry nitrogen upon completion of splicing. OTDR measurements shall be performed during the fusion welding process to verify average splice loss is not exceeded, and before fusion welding to insure the cable was not damaged during placement. All splice points shall have a quality inspection performed by the State Representative prior to closing the protective closure.

Splice data shall be recorded on each splice using the State Quality Assurance forms or State approved forms provided by the Vendor.

Splice sheets shall include the splicers name, company, splice location, number of splice attempts on each fiber, time and date of splice, reel number and weather conditions.

All buffer tubes shall be labeled in accordance with the manufacturer's methods.

Organizer trays shall be marked with permanent ink to indicate which group and/or buffer tube is spliced in that tray.

C.8.3.9 Standard splicing requirements

The optical loss for any individual splice point shall be less than or equal to .10 db.

Fibers shall be installed in such a manner as not to induce bend at 1300 NM and 1550 NM.

The maximum db loss for any individually splice fiber optic strand shall be less than .1 db.

The fusion welder and welding process shall be specifically designed to splice signal fibers of both IVD and OVD design.

Materials used for splicing will be new and in good condition. Portions of the cable that are cut (such as buffer tubes) shall be repaired and protected.

Pigtail splicing requirements shall follow the same scope and optical requirements as standard fiber splicing outlined in Section 8.3.8 above, with this exception:

The splice will be installed in organizer trays and in termination boxes supplied by the light guide equipment vendor. Minimum bending radius for the pigtails shall be 1.5 inches.

The Pigtail splice and ST or SC connector combined loss for any individual fiber shall be less than or equal to .5 db.

C.8.3.10 Erosion Control

Type F-1 plain riprap – The areas to be protected shall be dressed approximately to the lines and grades shown on the plans prior to placing the riprap. The plain riprap graded so that the smaller stone is uniformly distributed throughout the mass, may be dumped over the area designated until the required 12 inch (12") depth is attained. Hand and/or machine placing will be required as is necessary to deposit stones to the general lines and to the thickness shown on the plans.

This plan will be modified by SAHJ Manager as required.

C.8.3.11 Sign Posts

Sign posts installed shall be plumb when driven into the ground 24 inches (24") using a driving cap (Ductile Iron). Special instruction will be provided covering driving methods. (Do not install post with sign Pre-installed).

C.8.3.12 Concrete Wall Cores

Manhole, pull boxes, tunnel and building penetration shall be made by use of a "Core Drill" and will be sleeved. All penetrations will be patched so that water, silt, etc. will not enter the tunnel or building.

Core drilling for conduit insertion shall be finished and sealed with water proof cement between the core drill wall and the new conduit to eliminate water seepage.

Core drilling for cable insertion shall be sealed and finished with 8 to 1 ratio expandable foam, 3M Scotchcast 4416 or State

approved equivalent, between the core wall and the cable to eliminate water seepage.

C.8.3.13 Vaults and Pull Boxes

Vaults and pull boxes are to be of the type specified herein.

Excavation shall be made to the required depth and the base upon which the vault or pull box is to be set, shall be compacted to a firm even surface.

All soft and unsuitable material shall be removed and replaced with 12" of aggregate coarse, type "A" material which shall be 100% passing 100%, 1 1/2" durable crushed rock or limestone, free of excessive foreign matter, under the vault or pull box floor, thoroughly compacted.

The top of the vault and pull boxes are to be constructed in such a manner that the tops are flush with the adjacent ground line.

C.8.3.14 Asphalt/Concrete Street Repair

Typical street repair to be used only if the Contractor is unable to push or bore under existing streets. Existing pavement is to be saw cut to a neat line with a minimum of 4"-0" cut.

If saw cut is within 4'-0" of existing pavement joint or crack, pavement repair shall be maintained at all times.

All paving cuts are to be half-width as local and through traffic shall be maintained at all times.

C.8.3.14.1 4" Concrete Sidewalk Repair

Typical sidewalk repair is to be used only if the Contractor is unable to push or bore under existing sidewalks.

When open 4" or 6" cable/conduit, trenching is required across existing sidewalks and conduit is not installed, sidewalk is to be saw cut to a neat line at the nearest joint. Minimum cut will be 4"-0".

All forming, placing and finishing shall be in accordance with Section 414.04 and Section 610.04 of the Oklahoma Department of Transportation Standard Specifications, Edition of 2009 and any subsequent revisions thereof.

C.8.3.15 Pipe Repair

In the event that a damaged pipe is encountered, the damaged portion shall be removed and replaced per IAW Safety standards as outlined in the State of Oklahoma Labor Requirement, OSHA and Federal Safety Standards and Procedures. Repairs are to be made by excavating and exposing the pipe, including 18" on each end of the pipe.

Repair shall form a water-tight joint and, if pipe is steel, insulation from ground is required using polyguard #600 primer and #634 tape or State approved equivalent.

One ground wire type GW (REA type NQA, specification PE-85) consisting of a tinned solid #6 AWG copper conductor insulated with black polyvinyl chloride shall be welded to each end of the pipe using thermoweld connections, type 15-P (Continental Industries Inc., Tulsa, Oklahoma).

C.8.3.16 General Plowing Requirements

Plowing cable includes the hauling of cable from storage area to work location and any cable handling required to properly install the cable in ground in accordance with State construction drawings or specifications.

Pre-ripping of the buried cable route shall precede all plowing and shall be made in the same direction as cable is to be plowed at a minimum depth 6 inches greater than the minimum cable depth required.

The plowing equipment shall be subject to the approval of the SAHJ (Project Manager) and the public railroad authorities having jurisdiction over highway and/or railroad right-of-ways.

The equipment and construction methods used by the Contractor shall be such as to cause minimum displacement of the soil. The slot made in the soil by the cable plows shall be closed immediately by driving a vehicle track or wheel over the slot or by other suitable means approved by the SAHJ (Project Manager).

Damage to banks, ditches and roads caused by the equipment shall be immediately repaired to the satisfaction of the SAHJ Project Manager and public authorities having jurisdiction over highway and railroad right-of-ways where involved.

Where cable is buried near the edge of pavement, the Contractor shall take particular care to avoid damaging the pavement. If such damage does occur, repairs shall be made immediately to meet the requirements of state or local authorities having jurisdiction over the pavement involved.

The Contractor shall promptly repair any damage to fences, lawns, shrubbery, drives and any other property damaged during construction. Each cable plow operation shall be equipped with a ground test meter for sheath fault testing. Testing for sheath faults shall be performed at the end of each day and the results provided to the SAHJ (Project Manager).

Underground objects encountered during plowing operations which could damage the cable shall be exposed for inspection by the Contractor at the discretion of the SAHJ (Project Manager).

C.8.3.17 Cable Plow

The cable plow tractor shall be capable of delivering a minimum of 55,000 pounds (2.45 x 10 to the 5th N) drawbar pull at 1.2 MPH

(1.93 km/hr) forward speed to bury the cable at the specified depth in soil.

Vibratory cable plows shall not be used. The equipment shall be capable of extending and offsetting the plow in order to maintain the required minimum depths and distances under all terrain conditions.

C.8.3.18 Plowchute

The design of the plowchute shall be such that the buried cable passing through the plow shall not bind and shall not be bent in a radius less than 20 times the outside diameter of the cable and shall have a removable gate for the purpose of inspection. The plowshare shall have a hinged fair lead which shall be equipped with smooth, free-wheeling rollers or low friction surfaces to prevent damage to the fiber optic cable passing through.

The cable path inside the plowchute shall be free of burrs, sharp edges or excessive surface roughness. Welds shall be smooth.

C.8.3.19 Pre-Rip Plow

The pre-rip plowing shall be accomplished with a pre-rip tractor capable of delivering a minimum of 55,000 pounds (2.45 x 10 to the 5th N) drawbar pull at 1.2 MPH (1.93 km/hr) forward speed and is capable of pre-ripping the buried cable at the specified depth in soil.

The Contractor shall exercise particular care in the use of trenching equipment and shovels in joining trenches to the slot made by the plow to be certain that the fiber optic cable is not damaged.

C.8.3.20 Rock Excavating

Soil conditions shall be defined as rock where a pre-rip tractor capable of delivering a minimum of 55,000 pounds (2.45 x 10 to the 5th N) drawbar pull at 1.2 MPH (1.93 km/hr) forward speed, is incapable of ripping after two attempts at the specified depth, or when field conditions at the site show the existence of rock at a depth preventing the placement by trenching equipment of the cable at the depths required in construction drawings.

C.8.3.21 Fence and Gate

Type II fence and gate construction shall be in accordance with Section 624 of the Standard Specifications for Highway Construction, Edition of 2009 and all subsequent editions.

C.8.3.22 Cut and Repair – Asphalt Drive

Asphalt Drive Repair is for restoration of existing asphalt surfaces requiring opening for cable placement by either open trench or cable plowing.

Care shall be exercised so as not to cause undue under-breakage or shattering of the adjacent area and all removal is to be to neat lines.

All broken or damaged surfacing is to be removed and the trench thoroughly compacted prior to placement of new material.

Asphaltic pavement cut shall be replaced in kind and shall not be less than four (4) inches in depth. Hand spreading of the new material will be permitted and compaction shall be obtained by using mechanical tampers bringing the finished surface to the original line and grade.

All work to be performed in a neat and workmanlike condition, including cleanup and removal of all rubbish, excavated and discarded materials.

C.8.3.23 Repair Drive – Crusher Run

Existing gravel surfaces cut or damaged by placement of the buried cable by open trench or cable plowing shall be reshaped and compacted to the original line and grade.

The new material "Crusher Run" aggregate, shall be placed over the re-compacted area and blended as required with the old material and re-compacted, bringing the surface to a neat and workmanlike condition.

All innerduct and locating wire will be installed at a minimum depth of forty-two inches below finished grade. The optical fiber warning tape shall be installed at a depth of eighteen inches above the innerduct. Where a minimum depth cannot be maintained, the innerduct shall be encased with a minimum of three inches of concrete or be installed in a galvanized steel conduit for a minimum of fifteen feet beyond the location where the minimum depth cannot be attained.

Where forty-two inches of depth cannot be maintained, the SAHJ shall be notified via telephone call and shall approve the change in depth prior to the trench being closed.

C.8.4 Inside Plant Construction and Inside Emergency Restoration Methods

C.8.4.1 Cable Handling

All cable being installed shall be handled with care and protected from being kinked. A kink is defined, for purposes herein, as violation of the manufacturer's specified Minimum Bend Radius for each type cable involved. Cable shall not be formed into a condition that causes the outside sheath to wrinkle.

Unsheathed cable shall not be left exposed to the elements. Cable will be unrolled from the shipping spool, and not allowed to spill from the side of the spool.

C.8.4.2 Pulling Cable in Conduit

When cable is being installed in conduit or innerduct, as the pull commences, the cable pulling lubricant shall be compatible with all cable jackets. (Excludes LSZH/LSHF cables. Use Polywater LZ instead.) The lubricant shall be UL or CSA listed. The lubricant shall contain no waxes, greases, silicones, or polyalkylene glycol oils or waxes. The amount and procedural use of lubricant shall be in accordance with the manufacturer's specifications, or a State approved equivalent is to be applied through the conduit opening to reduce tension on the pulling line.

On longer or larger cables, additional lubricating points may be required. The limiting factor during cable pulling varies with the size and length of the cable.

C.8.4.3 Hanging and Laying in Trays

Cable being installed in tunnels or above ceilings shall be pulled and supported periodically to prevent cable sheath damage. Fiber Optic cables will be laid in cable trays on cable racks or attached to building walls as indicated on the Cable Map.

The Hilti 8mm fasteners (Pin DN32PO8) used to attach clamps and cable to building and tunnel walls shall be shot without concrete spalling.

If spalling is experienced, a Hilti DX-400 fastening tool equipped with a spalling attachment shall be used or holes shall be pre-drilled to a depth of ¾" to prevent spalling or use anchor, hammerdrive 3/16" x 7/8" (use 3/16" drill). (American Anchor Company) Cable and/or conduit attached to walls shall be clamped every 24 inches (24"). Horizontal and vertical cable runs shall be level and plumb. Feeder and distribution cables will be paralleling power cables throughout the system.

Maximum separation shall always be maintained at ceiling levels between power and communication cables.

The separation is necessary to provide maximum clearances for safety reasons and also, to provide separation to minimize any undesirable effects in the communications resulting from impedance.

Prior to placing communications cables, power cable impedance readings shall be taken to assure approved standards are being met. If a mismatch occurs between power cables, it shall not exceed national and/or local acceptable electrical standards.

If tests indicate corrective action is necessary, it should be performed prior to placing communications cables.

C.8.4.4 Damage and Repair of Fiber

Every instance of damaged cable observed at any time, whether prior to installation in plant, occurring during construction, or discovered by test or observation subsequent to installation in plant, shall immediately be brought to the attention of the SAHJ (Project Manager). The method of repair or correction of such damage shall be in accordance with the written instructions of the SAHJ (Project Manager).

Repair of all damaged cable shall be done under the direction of SAHJ and all associated costs due to damage by Vendor shall be at Vendor's expense.

Minor damage to the outer jacket of the cable observed prior to or occurring during construction shall be repaired as directed by the SAHJ (Project Manager).

Repair of Fiber Optic Cable damage shall include, but not be limited to the following:

- a.) Replacement of fiber optic cable
- b.) Cable placement costs
- c.) Splicing materials and labor
- d.) All materials required for placement

The length of cable replaced shall be at the direction of the SAHJ (Project Manager).

A handhold and 40 meters (131 feet) of cable (20 meters each side of damage) shall be required at all damage locations, including minor damage, unless otherwise specified by the SAHJ (Project Manager).

All open cable ends either placed or remaining on a cable reel shall have a cable cap placed on them. Cable Caps – Caps shall be molded neoprene with adjustable stainless steel band for tightening cap to cable. Cable Cap shall be equal or equivalent to "Cable Cap, ¾", without valve", (ex. Reliable Electric/Utility Products, 11333 Addison Street, Franklin Park, IL. 60131).

C.9.0 MATERIALS

C.9.1 Wire (Category 3, 5e , 6, 6a or higher)

Unless otherwise identified, all wire used on State projects will meet or exceed the requirements of ANSI/TIA/EIA 568-B.1 and will be Category 5e or above, CMP rated, Unshielded Twisted Pair (UTP)/Shielded Twisted Pair (STP). The wire will be from a State authorized contract vendor and recognized under the ANSI/TIA/EIA and BICSI Standards. The SAHJ can authorize the Vendor to procure cabling which is compatible with previously installed material. The wire shall be from a recognized Certified Product vendor (Leviton, Panduit, etc.) which offers a Certification Program for warranty.

C.9.2 Optical Fiber

All optical fiber used on State projects will meet or exceed the requirements of ANSI/TIA/EIA 568-B.3 and will be identified per each project assigned. Single and Multi-mode fiber will be Laser Optimized, OFNP rated. The optical fiber shall be from a recognized Certified Product vendor (Leviton, Panduit, Corning, etc.) which offers a Certification Program for warranty.

C.9.3 Termination Hardware (Copper)

All copper termination hardware will meet or exceed the requirements of ANSI/TIA/EIA 568-B.1 and will be Category 5e, 6 or 6a, standard pin out. All termination hardware used for UTP/STP will be from an approved State vendor and will carry a five year (minimum) warranty. The successful vendor will not mix manufacturer's products. The installation will be certified as a manufacturer certified installation on completion of the project.

C.9.4 Terminations Hardware (Optical Fiber)

All optical fiber terminations will meet or exceed the requirements of ANSI/TIA/EIA 568-B.1 and will be (identified by user) type connectors. All termination hardware used for the optical fiber will be from approved State Vendor and will carry a five year (minimum) warranty. The successful vendor will not mix manufacturer's products. The installation will be certified as a manufacturer certified installation on completion of the project. Connectors may be the direct termination type or pigtail.

C.9.5 Modular Jacks/Coupling

Each modular jack used on this contract will meet or exceed the requirements of ANSI/TIA/EIA 568-B.1, B.2, and B.3 and will be installed using a standard type pin out for copper and an (user specified) coupling for each optical fiber. All modular jacks will be from the same manufacturer as the patch panels.

C.9.6 Faceplates

Faceplates shall be (user specified) in gang type, color, and ports depending on the specific drawing specification. Surface mount locations may be required if requested by a State Customer. The faceplates shall have an identification strip on the upper space above the top port and on the lower space below the bottom port. Each port will be labeled in the center of the port on the faceplate.

C.9.7 Patch Panels (Copper)

Each UTP/STP patch panel used on this project will meet or exceed the requirements of ANSI/TIA/EIA 568-B.1 and B.2, T568-A pin out. The number of ports per patch panel will be identified by the designer for each project. The largest size patch panel will be in respect to the equipment rack and proposed wire management. Each modular jack to have a wire terminated will be labeled in accordance with ANSI/TIA/EIA 606-A. The patch panel will be identified by its position on the equipment rack. For example: where the patch panel is installed as the top one on the equipment rack, then it will be identified as patch panel 1, the second on the rack as patch panel 2 and so forth.

C.9.8 Patch Panels (Optical Fiber)

Each optical fiber patch panel used will meet or exceed the requirements of ANSI/TIA/EIA 568-B.1 and B.3. The number of ports per patch panel will be identified by the designer for each project. The largest size patch panel will be in respect to the equipment rack and proposed wire management. Each port to have a fiber terminated will be labeled in accordance with ANSI/TIA/EIA 606-A. The patch panel will be identified by its position on the equipment rack. For example: where the patch panel is installed as the top one on the equipment rack, then it will be identified as patch panel 1, the second on the rack as patch panel 2 and so forth. Should pigtail terminations be used, the specifications for the associated splice trays shall be the same as those used for the outside plant fiber.

C.9.9 Wire Management Panels

Four types of wire management panels can be employed on projects. Front, rear, vertical and horizontal. The same company as the termination hardware will manufacture the wire management panels. Front, horizontal, wire management hardware can be of the type to provide "ring type" panels. Front, horizontal, wire management panel will be sized to occupy two rack spaces (2U) and will provide a minimum of two inches of depth for patch cords. Rear, horizontal wire management panels will be of the bar type that attaches to the rear side of the equipment rack. Both front and rear, vertical, wire management hardware will be the "ring type" that is provided in individual rings that can be mounted at the screw holes and provide a channel to facilitate the vertical organizing of either the wires or patch cords.

C.9.10 Equipment Racks

Customer specified equipment racks will be employed on each projects. Common type will be 84" high by 19" wide with six-inch deep channels. This type of rack will be floor mounted and attached to the nearest wall by a twelve-inch wide Flextray or equivalent wire tray. The tray will be mounted to the equipment rack perpendicular to the orientation of the equipment rack and permanently attached to the wall nearest to the rack or the wall where the wire comes down to the level of the rack regardless of whether the rack is mounted flush against the wall or not.

Spare capacity will be installed in each rack to provide twenty-five percent increases in termination hardware. This will include any active electronics specified herein.

C.9.11 Grounding/Bonding

All grounding and bonding for this project will be in accordance with the requirements of J-STD- 607A and the 2008 edition of the National Electrical Code (or most current edition). All provisions contained in the two documents referenced contain sections where the words, should, would, could, etc. implies suggested actions. These references will be considered mandatory as part of this undertaking. Page six of J-STD-607A provides a general schematic for accomplishing this work and shall be followed by the

successful vendor in implementing the guidelines contained therein.

C.9.12 Capitol Complex System Cabling

Each building will be equipped with both twisted-pair backbone cable and optical fiber backbone cable. They will be sized according to the SAHJ State specifications per project. The type of cable may be for a 'riser' application, requiring plenum-rated cable

C.9.13 Twisted-Pair Backbone Cable

The cable shall be equivalent to ARMM type, CMR/MPR, 24 AWG, loose bundled cable with an overall aluminum/steel shield bonded to the outer jacket.

C.9.14 Optical Fiber Backbone Cable

Optical fiber backbone cable shall be sized by the State. Backbone cable shall be tight buffered cable from the BD of each building to each FD on each floor in each building. Where more than one FD is located on a floor, then each FD shall be served accordingly.

C.9.15 Capitol Complex Intra-Building Cabling Termination

Termination hardware shall be provided for each pair/strand provided in the cable plant. Each pair/strand shall be terminated on each end on the appropriate hardware as outlined in the following sub-section.

C.9.16 Twisted-Pair Cable Termination

Each pair on each end of each intra-building backbone cable shall be terminated on 110AA2-100-FT or 110AA2-300-FT terminal blocks mounted on the plywood backboard provided and mounted in each FD. 110-C5 clips shall be installed on each five pairs in the cable once terminated on the 110 terminal blocks.

C.9.17 Optical Fiber Cable Termination

Each strand on each end of each intra-building backbone cable shall be terminated using a connector compatible with previously installed connectors. These connectors shall be housed in an appropriately sized optical fiber distribution center that will be mounted on an equipment rack. The optical fiber distribution center will be mounted using 'external star' star washers on every mounting screw. Sufficient connector panels in a twelve port configuration will be provided. Blank plates shall occupy any vacant connector panel spaces.

C.9.18 Capitol Complex Inter-Building Cabling

Each building on the Capitol Grounds shall be provided with a 100 shielded, flooded, 24 AWG, twisted -pair, PE89 outside plant cable sized in accordance with the building's internal pair requirements.

In addition, each building on this project may be provided with optical fiber cables. Where cost effective, 'Composite' or 'hybrid' cables may be allowed on each individual projects.

C.9.19 Inter-Building Optical Fiber Cable

All optical fiber cable used for outside plant on a project shall be dielectric cable (no metallic components whatsoever). Each cable shall be rated as OFNR and shall be a loose tube construction flooded to prevent the intrusion of water into the cable assembly.

C.9.20 Multimode Optical Fiber Cable

This cable shall be manufactured to provide transmission, bandwidth and performance in accordance with ANSI/TIA/EIA-568-B.1 and B.3. Each strand of multimode cable shall be 50/125µm, loose tube and rated to provide as a minimum the following parameters:

850nm	3.0dB/Km	500MHz
1300nm	1.0dB/Km	500MHz

C.9.21 Single-Mode Optical Fiber Cable

This cable shall be manufactured to provide transmission, bandwidth and performance in accordance with ANSI/TIA/EIA-568-B.1 and B.3. Each strand of single mode cable shall be 8.3/125µm, loose tube and rated to provide as a minimum the following parameters:

1310nm	0.5dB/Km
1550nm	0.5dB/Km

C.9.22 Capitol Complex Inter-Building Cabling Termination

Termination hardware shall be provided for each pair/strand provided in the cable plant. Each pair/strand shall be terminated on each end on the appropriate hardware as outlined in the following sub-section.

C.9.23 Twisted-Pair Cable Termination

Each pair on each end of each intra-building backbone cable shall be terminated on or spliced to a listed Building Entrance Protector housing of 25, 50 or 100 pair configuration. They shall be equivalent to a Circa Model No. 1880B1-25, 50 or 100 and shall be mounted on the plywood on the wall of the Entrance Facility Room in each building on each end of the cable.

At the Capitol Complex, protector housings will be installed in sufficient quantity to provide for the termination of each pair in each cable entering the building. They shall be rack mounted on (designer specified) type protector frames designed specifically to accept

these protectors. The termination stubs shall be routed to 110AA2 hardware mounted on the opposite side of the double-sided frame. Mount the new frames directly in line with the existing frames in the CD building.

Each pair in each protector housing shall be equipped with Circa Model Number C3B1S-30 protector module.

C.9.24 Optical Fiber Cable Termination

Each strand on each end of each intra-building backbone cable shall be terminated using a connector type designated by the State. These connectors shall be housed in an appropriately sized optical fiber distribution center that will be mounted on an equipment rack as described in Section 3.7. The optical fiber distribution center will be mounted using 'external star' star washers on every mounting screw. Sufficient connector panels in a twelve port configuration will be provided. Blank plates shall occupy any vacant connector panel spaces.

C.9.25 UTP/STP Patch Cords

Sufficient Category 5e, 6, 6a or higher patch cords will be provided, but not installed, to allow for future installation of each port in the electronics provided. The patch cords will be provided in lengths appropriate to facilitate minimum cordage required to terminate the electronics to the distribution system. All excess lengths of cordage will be stored in the vertical wire management on the front of the equipment racks.

C.9.26 Optical Fiber Patch Cords

Sufficient optical fiber patch cords will be provided and installed, to allow for installation of each connector pair provided. The patch cords will be provided in lengths appropriate to facilitate minimum cordage required to terminate the electronics to the optical fiber distribution system. All excess lengths of cordage will be stored in the vertical wire management on the front of the equipment racks.

C.10.0 TESTING

C.10.1 Cabling Testing

Each pair/strand of each intra-building backbone cable shall be tested and the tests results documented in a format that can be provided to the customer in both electronic and hard copy in accordance with Section 3.19 of this RFP. **Testing all media is considered a part of normal vendor installation process.**

C.10.2 Twisted-Pair Backbone Cable Testing

Each pair in each intra-building backbone cable shall be tested using a comparable tester for all possible performance problems. This shall include a TDR scan of the cable pair that will be included as part of the test results provided in the As-Built Package under Section 3.19 of this RFP. The test results shall be provided to the customer as stated above.

C.10.3 Inter-Building Cable Testing

Each pair/strand of each inter-building backbone cable shall be tested and the tests results documented in a format that can be provided to the customer in both electronic and hard copy in accordance with Section 3.19 of this RFP.

C.10.4 Twisted-Pair Backbone Cable Testing

Each pair in each inter-building backbone cable shall be tested using a Level III tester that meets or exceeds the requirements of ANSI/IA/EIA 568-B.1 and B.2 for all possible performance problems. This shall include a TDR scan of the cable pair that will be included as part of the test results provided in the As-Built Package under Section 3.19 of this RFP. The test results shall be provided to the customer as stated above.

C.10.5 Optical Fiber Backbone Cable Testing

Each strand in each inter-building backbone cable shall be tested using an optical light source and power meter at both the 850 nm and 1300 nm wavelengths for multimode cable and 1310 nm and 1550 nm wavelengths for single mode cable from both ends of the cable. The results shall be provided to the customer as stated above.

C.10.6 UTP/STP Testing

Each Category 5e/6or 6a, or higher, wire will be tested using a Level III tester that meets or exceeds the requirements of ANSI/TIA/EIA 568-B.1 and B.2. Each wire will be tested in the "Permanent Link" configuration. The results will be stored in the tester and downloaded to a CD and included in the AS-Built package. A representative of the State may witness the downloading and storage of the files upon request. In addition, a copy of the results will be provided to the customer in the form of a CD or hardcopy upon request. The utility program employed by the manufacturer of the tester will be made available and loaded on a State PC for future review of downloaded files.

C.10.7 Optical Fiber Testing

Each optical fiber will be tested using a light source and power meter that meets or exceeds the requirements of ANSI/TIA/EIA 568-B.1 and ANSI/TIA/EIA 526-7 and ANSI/TIA/EIA 526-14A. Each fiber will be tested at both the 850 nm and 1300 nm window. The results will be stored in the tester and downloaded to a CD and included in the AS-Built package. A representative of the State may witness the downloading and storage of the files upon request. In addition, a copy of the results will be provided to the customer in the form of a CD or hardcopy upon request. The utility program employed by the manufacturer of the tester will be made available and loaded on a State PC for review of downloaded files.

C.10.8 End-to-End Testing

If a State customer or its agent request END-TO-END testing the following procedures will be used. Upon completion of the copper and optical fiber testing, the circuits will be configured using the copper or optical fiber patch cords. Once they are configured, the customer will install the LAN's file server on the network and provide a PC equipped with a network interface card for use by the vendor in testing each optical fiber installed, terminated and tested. The vendor will attach the PC to each cable, patch up the port to the associated hub and test the port's capability to communicate with the file server.

During these tests, a representative of the State of Oklahoma shall be present to witness the tests unless otherwise agreed to by the agent or customer. The vendor may also request a waiver which shall be in writing or the provisions of END-TO-END TEST may apply at a later date. Any modification of these requirements shall also be in writing.

C.11.0 LABELING

C.11.1 Labeling

All labeling of all wire/cable/equipment will be done in conformance with ANSI/TIA/EIA 606-A. As a minimum, each wire/cable installed will be labeled at each end of the wire/cable using a "flag" label in an area visible from the point of termination. At the faceplate end, the label can be concealed behind the faceplate but shall be readily accessible should the faceplate be removed from the point of attachment. At the patch panel location, the label will be attached to the cable between the point of termination on the patch panel and the vertical run on the equipment rack. It shall be visible in the bundle at the point of installation.

The cable will have a distinct identifier that is unique throughout the building. It will indicate the origination point, termination point and cable number. An example for a horizontal wire is: CD001/R1.156/WA205/V1, where the wire originates at the Telecommunications Room 001 on patch panel 1, port 56; terminates at work area 205, modular jack position Voice 1. An authorized representative of the State, prior to implementation, must approve any labeling scheme employed.

C.12.0 AS-BUILT PACKAGE

C.12.1 As-Built Requirements

The successful vendor will provide an as-built package at the completion of each project. This package shall include as a minimum the following items:

- Updated drawings with any changes implemented
- Any routes of any wire/cables installed
- Test results for UTP/STP testing (as applicable)
- Test results for optical fiber testing (as applicable)
- Facility Assignment Records (FAR's)
- Rack elevation layouts (indicating all hardware installed)
- Warranty Package to include dates (Product Warranty)
- Telecommunications floor plans indicating the location of any racks installed
- Certificate of Acceptance
- Summary sheet of test results for quick reference

Test results shall be provided as indicated in the testing sections of this specification.

Drawings provided to the vendors at the site survey conference can be used as the basis for any as-built. If changes are noted in the field, they shall be indicated on the vendor's updated drawings. The updated drawings shall be provided to the State of Oklahoma in electronic format and hard copy (in color).

FAR's are records indicating the assignment and patch up of all UTP/STP and optical fiber ports activated during the project. They can be formatted on electronic media using an Excel spreadsheet or other cable management software and shall include hard copies of each record.

Rack elevation drawing, wall elevation drawings and all other drawings shall be provided to the State in electronic format (MicroSoft Visio, AutoCAD®, Adobe PDF, Microsoft Visio) and hard copy (in color if applicable).

At the time the as-built package is submitted, written proof of the vendor applying to the manufacturer for "certification" of the installation shall be included along with an estimated date of receipt of final certification from the manufacturer. If required by the manufacturer, a factory representative can visit the installed locations for on-site inspection of the installation. The visit shall be coordinated with the SAHJ prior to being scheduled.

C.13.0 INSPECTION

C.13.1 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 State unless loss or damage result

from negligence by the State. If the materials or services supplied to the State are found to be defective or not conform to the specifications, the State 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 State of Oklahoma shall at all times have access to the work in preparation or progress and the Vendor shall provide proper facilities for such access and for inspection.

Upon request the Vendor shall not close up any work until the State has inspected the work. Should the Vendor close up the work prior to inspection by the State, the Vendor shall uncover the work for inspection by the State at no cost to the State and then recover the work according to the specification(s) contained herein.

The Vendor shall notify the State in writing when the work is ready for inspection. The State will inspect the work as expeditiously as possible after receipt of notification from the Vendor. Any delay experienced by the vendor due to delayed response from the State will not be held against The Vendor in determining success of meeting established deadlines.

D. EVALUATION

D.1. Evaluation and Award

- D.1.1.** Offers shall be evaluated on the “best value” determination in accordance with the State of Oklahoma Statute Title 74, Section 85.
- D.1.2.** The State reserves the right to request demonstrations and question clarifications from any or all-responding contractors.

D.2. Competitive Negotiations of Offers

In accordance with Oklahoma Statutes, Title 74 subsections 85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

- D.2.1.** Negotiations may be conducted in person, in writing, or by telephone.
- D.2.2.** Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- D.2.3.** Terms, conditions, prices, methodology, or other features of the offeror's offer may be subject to negotiations and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- D.2.4.** The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.
- D.2.5.** BEST and FINAL – The State may request best and final offers if deemed necessary, and shall determine the scope and subject of any best and final request. However, the vendor should not expect that the State shall ask for best and finals to give the vendor an opportunity to strengthen your offer. Therefore, the vendor must submit your best offer based on the terms and condition set forth in this solicitation.

D.3. Selection Criteria

The resultant contract will be awarded to the Supplier (or Suppliers) whose proposal and pricing are deemed most advantageous to the State. Proposal considerations shall include (in no order of precedence)

Required Forms

- D.3.1.** References – Three (3) company references which shall include, name, address, phone number and E-Mail.
- D.3.2.** Experience
 - D.3.2.1** The State reserves the right to request permission to visually inspect the work of one, selected, all or none of the completed jobs submitted by vendors.
- D.3.3.** Licenses and Permits
- D.3.4.** Company Information
- D.3.5.** Pricing
- D.3.6.** Financial Status Pass/Fail

NOTE: Refer to Section E for submittal requirements.

D.4. Evaluation Process

Note: The following evaluation process is not presented in any sequence as any section process may overlap the other in the evaluation. The OSF Coordinator or other assigned personnel (separate from the technical evaluation team) may evaluate certain sections of the bid responses such as financial data, cost and references

D.4.1. Evaluation Process – Determination of Solicitation Responsiveness

A responsive offer is defined as an offer that meets all the general mandatory requirements as outlined below:

- Responding Bidder Information Sheet complete Form 076
- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- Amendments, if issued, are acknowledged.
- Attachment A -Response confirms compliance with all requirements in Section C.

Meeting all requirements outlined above allows the offer to proceed in the evaluation process. Failure to meet all of the above may result in the proposal being disqualified from further evaluation.

Note: The following evaluation process is not presented in any sequence as any section process may overlap the other in the evaluation.

D.4.2. Evaluation Process - Evaluation of Offer

The technical section of the offer is evaluated based on the required submittals in Section E.

D.4.3. Evaluation Process - Evaluation of Cost.

Cost comparisons are performed.

D.4.4. Best Value Evaluation of Product/Services

D.4.4.1. Selection

The selection and award of contractor is based upon which contractor best meets the needs of the State.

The State reserves the right to negotiate with one or more contractors, at any point during the evaluation. The State may negotiate any and all content of the offer.

D.4.5. The State reserves the right to request a 'best and final' offer from one or more contractors.

D.4.6. Contractors should be prepared to participate in oral presentations and demonstrations to define their submittal, to introduce their team, and to respond to any and all questions regarding their offer if requested by the State prior to award.

E. INSTRUCTIONS TO OFFEROR

E.1. Introduction

Prospective contractors are urged to read this solicitation carefully. Failure to do so shall be at the offeror's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, offers shall be evaluated and any resultant contract(s) shall be administered in strict accordance with the plain meaning of the contents hereof. The offeror is cautioned that the requirements of this solicitation can be altered only by written amendment approved by the State and that verbal communications from whatever source are of no effect. In no event shall the offeror's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.

E.2. Preparation of Offer

E.2.1. Any usage amounts specified are estimates only and are not guaranteed to be purchased.

E.2.2. Information shall be entered on the form provided or a copy thereof.

E.3. Submission of Offer

E.3.1. Completeness of offer(s): It is desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in the offers as requested by the solicitation. The offeror's failure to submit required information may cause their offer to be rejected. However, unnecessary information should be excluded from the offeror's offer.

E.3.2. Copies: the offeror's offer should be paginated and include an original document, plus **four (4)** copies for a total of five **(5)** documents. The documents front pages should indicate original or copy.

E.3.3. The offeror should include a "machine readable" version, preferably in Microsoft WORD format, on CD or DVD, of the offeror's offer.

E.4. Explanation to Offeror

E.4.1. Offerors who need clarification shall contact the OSF Purchasing contracting officer shown on the RFP. Oral explanations or instructions shall not be binding. Any information given an offeror concerning a solicitation shall be provided promptly to all other offerors as an amendment, if that information is necessary in submitting an offer or if the lack of it would be prejudicial to other offerors.

E.4.2. Offerors who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the State. To be considered, a request for review must be received no later than the due date and time for submission of questions. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the solicitation. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements.

E.4.3. General Solicitation Questions – Offeror may submit general questions concerning the specifications of the solicitation. These questions shall be promptly answered in the form of an amendment and posted on the OSF website.

E.4.4. When posing questions, every effort should be made to be concise and include section references, when possible.

E.4.5. Offerors are advised that any questions received after **May 23, 2011** shall not be answered.

E.5. P-CARDS

The State of Oklahoma has issued P-Cards to most State agencies. The current P-Card contract holder utilizes VISA

If awarded a statewide contract will your company accept the State of Oklahoma approved purchase card:

Yes _____ No _____ (check one)

E.6. Cost of Preparing Proposal

All costs incurred by the Contractors for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Contractors. The State of Oklahoma will not reimburse any Contractors for any such costs.

E.7. Proposal Deliverables

Note: Deliverables are to be in both hard copy and in a single machine-readable format, preferably in Microsoft Word format, on either CD or DVD.

E.7.1. Completed Attachment A- Vendor Response Template SA.

- E.7.2.** Completed “Responding Bidder Information” DCS/Purchasing Form 076 SA.
- E.7.3.** Completed “Certification for Competitive Bid and Contract” DCS/Purchasing Form 004 SA
- E.7.4.** Experience – Vendor shall list a minimum of the last (5) completed jobs, including contact and phone number to verify quality of said work The list shall show a range of small to large projects. Any previous work completed for the State may be considered for this bid. Previous poor performance on any State project shall be grounds to reject the submitted bid.
- E.7.5.** Company Information / Financial Status – Contractor should present information to demonstrate their financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required) Note: This information must be submitted, at the latest, prior to award. If the Contractor is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to a Contractor who is deemed financially weak. The State reserves the right to determine financial status at their sole discretion.
- E.7.6.** Response to Requirements – Vendors shall provide paragraph by paragraph response to Sections C.5.0 thru C.13.0 by stating that you concur or non-concur. Attachment A is include for response. Explain completely each Non-concur. “No Bid” is a valid response for certain non-concur responses. “No Bid” is not a valid response for areas dealing with requirements for tasks/sections the vendor is bidding. Use the following example as the format for your response to this area:

Section	Con/Non-concur	Explanation
C. 3.0	Concur	
C. 6.3	Concur with Oklahoma City	
C. 6.3	Non-concur with Tulsa, Statewide	No Bid
C, 4.0	Non-concur	No Bid

- E.7.7.** Pricing . Vendors should submit a price for each area in Section for which they are bidding.
- E.7.8.** Any software licensing, maintenance, or service agreements the contractor requires, should they be the successful contractor. Agreements not submitted with contractor’s offer shall not be considered after contract award.
- E.7.9.** Licenses and Permits - Vendors shall show proof that they are currently licensed to do business in the State of Oklahoma, associated Counties, Universities, Colleges, Schools and Cities. A copy of each license or permit shall accompany the Vendor’s RFP reply for each area on which they are bidding. Should any permits over and above the general Vendor’s building permit be required, the Vendor is responsible for obtaining said permits and paying all fees associated with said permits. (Section C.1)
- E.7.10.** Qualifications - The Vendor’s actual staff assigned to perform under this contract shall be certified and be fully familiar and trained to install, maintain, and move telecommunication systems. Each Vendor shall provide a list of the telecommunications systems (i.e. Nortel, Siemens) on which they are certified to work.

Example – Telecomm Systems

Vendors shall provide a list of all telecomm systems they are qualified to install and maintain. The list shall be in the following format:

OEM	Model/Make	# years	Type of qualification
Nortel	SL-100	5	Maintenance and support
DACS	NEC	6	Experience

The Vendor shall have proven documented experience in new cable installation, renovation, removal, termination and testing, splicing standard for aerial and underground telecommunication cable (copper), fiber optic cable, and phone/data system installations.

The Vendor shall provide copies of licenses and training certificates on all technicians who will be performing services under this contract. The Vendor shall identify by category, the actual technicians available for use; and the maximum and minimum number of technicians available for the following categories:

- Telecommunication Cable installers
- Fiber Optic Cable Installer
- Telecommunication and Fiber Optic Cable Terminators and Testers
- Customer-Owned Outside Plant designer, manager, and Installer
- Telephone Technicians

Licenses and certificates shall be kept current. The vendor shall provide OSF with an annual update to the list of technicians and copies of their licenses and certifications.

Example - Personnel With Certification/Training Submittal

Name	Position/Title	Certification/Training	Date
John Doe	Team Lead	RCDD	Jan 1, 2005

The Vendor shall maintain adequate personnel to maintain multiple projects in each of the areas a bid has been awarded as deemed necessary by the State. (Section C.2 thru C.5)

Note: Deliverables are to be in both hard copy and in a single machine-readable format, preferably in Microsoft Word format, on either CD or DVD.

E.8. Notice of Award

A notice of award in the form of a PO or contract resulting from this solicitation shall be furnished to the successful contractor and shall result in a binding contract.

F. CHECKLIST –SEE SECTION E.7

G. OTHER- N/A

H. PRICE AND COST

Cost proposals shall be submitted in a Sealed envelope separate from the bid response.

Costs shall be submitted for each area as follows:

INSIDE PLANT -HOURLY RATE FOR TECHNICAL SERVICES

General Labor:

Standard Labor Rates i.e. Monday – Friday 8:00 a.m. – 5:00 p.m.

Overtime Installation Labor: (Includes nights, holidays, and weekends

Areas:

- (1) Oklahoma City (See Note 1)
- (2) Tulsa (See Note 2)
- (3) Oklahoma State (excluding the areas identified)

Each city service area is considered from the center of the city to the city limits or a 30 mile radius from the center of the city, whichever is greater. Vendor(s) responses should consider mileage fees within each recognized area.

Notes:

- (1): The Oklahoma City Area includes the Capitol Telecommunication System
- (2): The Tulsa area may include the State Building and Connected Grounds
- (3) Oklahoma State- for other areas not covered by (1) and (2).

Hourly rates are “not to exceed rates”. Any travel costs/time shall be considered and included in the hourly rate per location. The State of Oklahoma will not pay for travel charges over and above the contracted hourly rate.

CUSTOMER OWNED OUTSIDE PLANT – INSTALLATION ONLY

Vendor (s) shall provide a cost for each item shown

Itemized Cost Sheet (Outside Plant Only)	Unit	Cost
Placement of one Cable in existing Conduit; 1-3000 LF	Linear Foot	
Setup fee for installation of 2-4 Cables in existing conduit; 1-3000 LF		
Placement of one Cable in existing Conduit; 3000 - Over LF	Linear Foot	
Setup fee for installation of 2-4 cables in existing conduit; 3000 – Over LF		
Cable Trenching, 4" wide, 48" ±5% deep, 1-100 LF	Linear Foot	
Cable Trenching, 4" wide, 48" ±5% deep, 100 - over LF	Linear Foot	
Boring, plus 2" conduit, 60" ±10% deep, 1-3000 LF	Linear Foot	
Boring, plus 2" conduit, 60" ±10% deep, 3000 - over LF	Linear Foot	
Boring, plus 1.5" conduit, 60" ±10% deep, 1-3000 LF	Linear Foot	
Boring, plus 1.5" conduit, 60" ±10% deep, 3000 - over LF	Linear Foot	
Each additional Conduit, up to 7	Each	
Boring, plus 4" conduit, 60" ±10% deep, 1-3000 LF	Linear Foot	
Boring, plus 4" conduit, 60" ±10% deep, 3000 - over LF	Linear Foot	
Boring, plus 6" conduit, 60" ±10% deep, 1-3000 LF	Linear Foot	
Boring, plus 6" conduit, 60" ±10% deep, 3000 - over LF	Linear Foot	
Core Drill, (e.g. bldg. walls 0-6" thick)	Each	
Core Drill, (e.g. Bldg. Walls 7-12" thick)	Each	
Splice Box, 30"x48"x36"	Each	
Existing Conduit repair	Per Hour	
Backhoe & Services (Includes Operator, labor and Transportation)	Per Hour	
Concrete/Asphalt Street Repair	Per Sq Foot	
4" Thick Concrete Sidewalk Repair	Per Sq Foot	
Cable Plowing, 48" ± 5% deep, 1-3000 LF	Linear Foot	
Cable Plowing, 48" ± 5% deep, 3001-Over LF	Linear Foot	
Open and Closure/Lump Sum	Each	
Std. Telepn. Type: Copper Wire Splice, 1-100 Splice	Each	
Std. Telepn. Type: Copper Wire Splice, 101-Over Splices	Each	
Cable Type: Fiber Optic Fusion Splice, 1-24 Splice	Each	
Cable Type: Fiber Optic Fusion Splice, 25-Over Splices	Each	
Singlemode Fiber Termination, 1-24 Connectors	Each	
Singlemode Fiber Termination, 25-Over Connectors	Each	
Multimode Fiber Termination, 1-24 Connectors	Each	
Multimode Fiber Termination, 25-Over Connectors	Each	

General Labor (8 a.m.- 5 p.m)	Per Hour	
General Labor Ext.Hours (Includes nights, holidays, & weekends)	Per Hour	

Excavation Costs Per Hour			
HandHoles	Digging Per Hour Cost	Installation Per Unit	
HandHoles 18"x48"x30"			
Pullboxes			
Pullbox - 30"x48"x36" Fiberglass			
Pullbox - 3'x6'x51"			
Pullbox - 4'x4'x51"			
Pullbox - 4'x6'-6"x48"			

Pullbox - 6'x8'x48"					
Splice Boxes					
Splice Box 3'-0"x5'-0" ID SB-350-4W-COM					
Splice Box 3'-0"x5'-0" ID SB-350-6W-COM					
34" DIA. SBC Splice Box					
50" DIA. SBC Splice Box					
Maintenance Holes		Basic A Splayed	Basic A Center Window	Basic A w/Height Ext.	Installation Per Unit
		Per Hour Cost			
48"DIA. FIBER OPTIC Manhole					
40" DIA.SBC Fiber Optic Handhole					
Comm Manhole 4'-0"x4'-0" I.D. H-5 - H20 A,J,L,T					
Comm Manhole 4'-0"x6'-0" I.D. H-5 - H20 A,J,L,T					
Comm Manhole 4'-0"x6'-6" I.D. H-5 - H20 A,J,L,T					
Comm Manhole 5'-0"x5'-0" I.D. H-5 - H20 A,J,L,T					
Comm Manhole 6"-0"x6'-0" W I.D H-5 - H20 A,J,L,T					
Comm Manhole 6"-0"x8'-0" I.D H-5 - H20 A,J,L,T					
Comm Manhole 6'x8"x84" concrete w/cast ring/cover					
Pedestals		Per Hour Cost	Installation per Unit		
BD3 PED-37 1/4"x25 1/4"x6 3/4"					
BD5 PED-43 1/2x3 1/4"x10 1/2"					
BD7 PED-48 33 1/8"x11 3/8"x23"					
Above Ground Fiber Huts		Per Hour Cost	Installation per Unit		
Fiber Hut - 8'x12'x9' concrete w/aggregate					
Ground Boxes		Per Hour Cost	Installation per Unit		
Ground Box 1'-3"x2'-6"x4'-0" I.D.					
Type 1 Ground Box 2'-0"x3'-0" I.D					
Type 2 Ground Box 3'-0"x3'-0" I.D					
Utility Vaults		Per Hour Cost	Installation per Unit		
Utility Vaults 3'x6'x51"					
Utility Vaults 4'x4'x51"					
Utility Vaults 4'x5'x51"					
Utility Vaults 4'x6'-6"x48"					
Utility Vaults 5'x7'x84"					

Cabinets	Per Hour Cost	Installation per Unit		
CAD 4 Environmentally Controlled Cabinets				
CAD 6 Environmentally Controlled Cabinets				
CAD 8 Environmentally Controlled Cabinets				
CAD 12 Environmentally Controlled Cabinets				
CAD 16 Environmentally Controlled Cabinets				
UP 900 Environmentally Controlled Cabinets				
UP1000 Environmentally Controlled Cabinets				
UP1200 Environmentally Controlled Cabinets				
UP1246 Environmentally Controlled Cabinets				
UP1248 Environmentally Controlled Cabinets				
UP1652 Environmentally Controlled Cabinets				
Controlled Environment Vaults	Per Hour Cost	Installation per Unit		
Controlled Environment Vault 6'x16'				
Controlled Environment Vault 6' x 24'				
Note: Specific models and brands have not been identified allowing vendors to provide average costs of installation for like or equivalent items and types. Vendors should provide an average cost of installation with associated components such as Rings & Covers, Grade Rings, Cones and Risers etc. Cost associated with these items will be covered under the material section with a mark-up.				

Outside Plant MATERIAL DISCOUNT

If procured by Vendor please provide % discount from manufacturer's list price.

Year 1	Year 2	Year 3	Year 4	Year 5

Emergency Restoration Cost Sheet – INSTALLATION ONLY

Vendor (s) shall provide a cost for each item shown

Itemized Cost Sheet (Outside Plant Only)	Unit	Cost
Placement of Cable in existing Conduit; 1-3000 LF	Linear Foot	
Placement of Cable in existing Conduit; 3000 - Over LF	Linear Foot	
Cable Trenching, 4" wide, 48" ±5% deep, 1-100 LF	Linear Foot	
Cable Trenching, 4" wide, 48" ±5% deep, 100 - over LF	Linear Foot	
Boring, plus 2" conduit, 60" ±10% deep, 1-3000 LF	Linear Foot	
Boring, plus 2" conduit, 60" ±10% deep, 3000 - over LF	Linear Foot	
Boring, plus 1.5" conduit, 60" ±10% deep, 1-3000 LF	Linear Foot	
Boring, plus 1.5" conduit, 60" ±10% deep, 3000 - over LF	Linear Foot	
Each additional Conduit, up to 7	Each	
Boring, plus 4" conduit, 60" ±10% deep, 1-3000 LF	Linear Foot	
Boring, plus 4" conduit, 60" ±10% deep, 3000 - over LF	Linear Foot	
Boring, plus 6" conduit, 60" ±10% deep, 1-3000 LF	Linear Foot	
Boring, plus 6" conduit, 60" ±10% deep, 3000 - over LF	Linear Foot	
Core Drill, (e.g. bldg. walls 0-6" thick)	Each	
Core Drill, (e.g. Bldg. Walls 7-12" thick)	Each	
Splice Box, 30"x48"x36"	Each	
Existing Conduit repair	Per Hour	
Backhoe & Services (Includes Operator, Labor and Transportation)	Per Hour	
Concrete/Asphalt Street Repair	Per Sq Foot	
4" Thick Concrete Sidewalk Repair	Per Sq Foot	
Cable Plowing, 48" ± 5% deep, 1-3000 LF	Linear Foot	

Cable Plowing, 48" ± 5% deep, 3001-Over LF	Linear Foot	
Open and Closure/Lump Sum	Each	
Std. Telepn. Type: Copper Wire Splice, 1-100 Splice	Each	
Std. Telepn. Type: Copper Wire Splice, 101-Over Splices	Each	
Cable Type: Fiber Optic Fusion Splice, 1-24 Splice	Each	
Cable Type: Fiber Optic Fusion Splice, 25-Over Splices	Each	
Singlemode Fiber Termination, 1-24 Connectors	Each	
Singlemode Fiber Termination, 25-Over Connectors	Each	
Multimode Fiber Termination, 1-24 Connectors	Each	
Multimode Fiber Termination, 25-Over Connectors	Each	
General Labor (8 a.m.- 5 p.m)	Per Hour	
General Labor (Includes nights, holidays, & weekends)	Per Hour	

Excavation Costs Per Hour				
HandHoles	Digging Per Hour Cost	Installation Per Unit		
HandHoles 18"x48"x30"				
Pullboxes				
Pullbox - 30"x48"x36" Fiberglass				
Pullbox - 3'x6'x51"				
Pullbox - 4'x4'x51"				
Pullbox - 4'x6'-6"x48"				
Pullbox - 6'x8'x48"				
Splice Boxes				
Splice Box 3'-0"x5'-0" ID SB-350-4W-COM				
Splice Box 3'-0"x5'-0" ID SB-350-6W-COM				
34" DIA. SBC Splice Box				
50" DIA. SBC Splice Box				
Maintenance Holes	Basic A Splayed	Basic A Center Window	Basic A w/Height Ext.	Installation Per Unit
	Per Hour Cost			
48"DIA. FIBER OPTIC Manhole				
40" DIA.SBC Fiber Optic Handhole				
Comm Manhole 4'-0"x4'-0" I.D. H-5 - H20 A,J,L,T				
Comm Manhole 4'-0"x6'-0" I.D. H-5 - H20 A,J,L,T				
Comm Manhole 4'-0"x6'-6" I.D. H-5 - H20 A,J,L,T				
Comm Manhole 5'-0"x5'-0" I.D. H-5 - H20 A,J,L,T				
Comm Manhole 6"-0"x6'-0" W I.D H-5 - H20 A,J,L,T				
Comm Manhole 6"-0"x8'-0" I.D H-5 - H20 A,J,L,T				
Comm Manhole 6'x8"x84" concrete w/cast ring/cover				
Pedestals	Per Hour Cost	Installation per Unit		

BD3 PED-37 1/4"X25 1/4"X6 3/4"				
BD5 PED-43 1/2x3 1/14"x10 1/2"				
BD7 PED-48 33 1/8"x11 3/8"x23"				
Above Ground Fiber Huts	Per Hour Cost	Installation per Unit		
Fiber Hut - 8'x12'x9' concrete w/aggregate				
Ground Boxes	Per Hour Cost	Installation per Unit		
Ground Box 1'-3"x2'-6"x4'-0" I.D.				
Type 1 Ground Box 2'-0"x3'-0" I.D				
Type 2 Ground Box 3'-0"x3'-0" I.D				
Utility Vaults	Per Hour Cost	Installation per Unit		
Utility Vaults 3'x6'x51"				
Utility Vaults 4'x4'x51"				
Utility Vaults 4'x5'x51"				
Utility Vaults 4'x6'-6"x48"				
Utility Vaults 5'x7'x84"				
Cabinets	Per Hour Cost	Installation per Unit		
CAD 4 Environmentally Controlled Cabinets				
CAD 6 Environmentally Controlled Cabinets				
CAD 8 Environmentally Controlled Cabinets				
CAD 12 Environmentally Controlled Cabinets				
CAD 16 Environmentally Controlled Cabinets				
UP 900 Environmentally Controlled Cabinets				
UP1000 Environmentally Controlled Cabinets				
UP1200 Environmentally Controlled Cabinets				
UP1246 Environmentally Controlled Cabinets				
UP1248 Environmentally Controlled Cabinets				
UP1652 Environmentally Controlled Cabinets				
Controlled Environment Vaults	Per Hour Cost	Installation per Unit		
Controlled Environment Vault 6'x16'				
Controlled Environment Vault 6' x 24'				
Note: Specific models and brands have not been identified allowing vendors to provide average costs of installation for like or equivalent items and types. Vendors should provide an average cost of installation with associated components such as Rings & Covers, Grade Rings, Cones and Risers etc. Cost associated with these items will be covered under the material section with a mark-up				
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	Year 1		Year 2		Year 3		Year 4		Year 5	
Location	Standard	Overtime								
OKC										
Tulsa										
Statewide										

Material provided by vendor shall be at verifiable vendor cost plus an amount not to exceed 20%.

Year 1 annual maintenance at the end of the warranty period will not exceed the fees identified and if the state elects maintenance and support after Year 1, the annual renewal fees shall not increase more than the lower of the CPI% or 3% (whichever is less) over the previous year's annual renewal fee.