



Solicitation

1. **Solicitation#:** 0900000228

2. **Solicitation Issue Date:** July 8, 2016

3. **Brief Description of Requirement:**

The State of Oklahoma Office of Management and Enterprise Services, Central Purchasing Division, on behalf of Information Services, is soliciting proposals from qualified vendors for inside/outside plant services as well as emergency restoration services.

4. **Response Due Date:** Aug. 25, 2016

Time: 3 p.m. Central Time

5. **Issued By and Return Sealed Bid To:**

Office of Management and Enterprise Services
ATTN: Robert Goad - 0900000228
5005 N. Lincoln Blvd.
Oklahoma City, OK 73105

6. **Contracting Officer:**

Name: Robert Goad

Email: robert.goad@omes.ok.gov

Communications Concerning Solicitation

The contracting officer listed on the cover page of this solicitation is the only individual in which the bidder should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the bidder response being considered non-responsive and not considered for further evaluation.

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A. GENERAL PROVISIONS

The following provisions shall apply where and as applicable to this 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 acquired by purchase, lease purchase, lease with option to purchase, or rental pursuant to applicable state law.
- A.1.2.** "Amendment" means a written restatement of or modification to a Contract Document executed by both parties.
- A.1.3.** "Bid" means an offer in the form of a bid, proposal or quote a Bidder submits in response to this Solicitation.
- A.1.4.** "Bidder" means an individual or Business Entity that submits a Bid in response to this Solicitation.
- A.1.5.** "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.1.6.** "COTS" means software that is commercial off the shelf.
- A.1.7.** "Contract" means this Solicitation, which together with other Contract Documents, as may be amended from time to time, evidences the final agreement between the parties with respect to the contract awarded pursuant to this Solicitation.
- A.1.8.** "Contract Document" means, when executed by all applicable parties as necessary, this Solicitation, the Bid of the awarded Supplier, any statement of work, work order, rider or similar document related hereto, any purchase order related hereto, other statutorily required or mutually agreed documents related hereto, and any Amendment to any of the foregoing.
- A.1.9.** "Closing Date and Time" is 3:00 P.M. Central Time on the date this Solicitation closes.
- A.1.10.** "Interlocal Entity" means, with respect to any state other than Oklahoma, any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of such state government, any political subdivision of such state, and any organization related to any of the foregoing.
- A.1.11.** "OMES - ISD" means the Office of Management and Enterprise Services, Information Services Division, on behalf of the State of Oklahoma.
- A.1.12.** "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.13.** "Request for Information or RFI" means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers prior to issuing a solicitation.
- A.1.14.** "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.
- A.1.15.** "State Entity" means any agency, authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of the State government, any political subdivision of the State, and any organization related to any of the foregoing.
- A.1.16.** "State CIO" is the State Chief Information Officer or designee, in the capacity of the State Purchasing Director for information technology and telecommunications Acquisitions.
- A.1.17.** "Solicitation" means this document inviting Bids for the Acquisition referenced herein.
- A.1.18.** "Supplier" means the Bidder with whom the State enters into the Contract awarded pursuant to this Solicitation.
- A.1.19.** "Utilities" means a Bidder's reusable or pre-existing proprietary intellectual property that forms the basis for a customized or developed software deliverable for the State and which is specifically identified as such by the Bidder in writing prior to execution of the Contract awarded pursuant to this Solicitation.

A.2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a Bid to this Solicitation:

- A.2.1.** The Bidder certifies that the Bidder and its principals or participants:
 - A.2.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;
 - A.2.1.2.** Have not within a three-year period preceding this Contract 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.2.1.3. 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 foregoing offenses enumerated in this certification; and

A.2.1.4. Have not within a three-year period preceding this Contract had one or more public (federal, state or local) contracts terminated for cause or default.

A.2.2. Where the Bidder is unable to certify to any of the statements in the certification above, Bidder shall attach an explanation to the Bid.

A.3. Bid Public Opening

Sealed Bids may be opened upon public request at the time and date specified herein as the Closing Date and Time.

A.4. Late Bid

Bids received by the State after the Closing Date and Time shall be deemed non-responsive and shall not be considered for any resultant award.

A.5. Legal Contract

By submitting a Bid to this Solicitation:

A.5.1. Submitted Bids are rendered as a legal offer and when accepted by the State, shall constitute a contract.

A.5.2. The Contract Documents resulting from this Solicitation shall have the following order of precedence: this Solicitation, other contract award documents, including but not limited to the Purchase Order, Amendments, required certification statements, change orders, license and other similar agreements; and the successful Bid. In the event there is a conflict between any of the preceding documents, the other contract award documents prevail over this Solicitation, and both the other contract award documents and this Solicitation shall prevail over the successful Bid. If there is a conflict between the terms of any Contract Document and applicable Oklahoma law, rules or regulations, such laws, rules and regulations shall prevail over the conflicting terms of the Contract Document.

A.5.3. Any Contract Document related to this Solicitation shall be legibly written or typed.

A.5.4. All transactions related to this Solicitation, and any Contract Document related hereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

A.6. Pricing

A.6.1. Bids shall remain firm for a minimum of one-twenty (120) days after the Closing Date and Time.

A.6.2. Bidders guarantee unit prices to be correct.

A.6.3. In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Bid price/contract amount.

A.6.4. All costs incurred by the Bidders for Bid preparation and participation in this competitive procurement shall be the sole responsibility of the Bidder. The State of Oklahoma shall not reimburse any Bidder for any such costs.

A.7. Firm Fixed Price

Unless this Solicitation specifies otherwise, a Bidder shall submit a firm, fixed price for the term of the Contract.

A.8. Pricing Requirements

If Bidder pricing does not meet requirements of the section herein titled Price and Cost, the Bid may be considered non-responsive.

A.9. Manufacturers' Name and Approved Equivalents

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

A.10. Rejection of Offer

The State reserves the right to reject any Bids that do not comply with the requirements and specifications of this Solicitation. A Bid may be rejected when the Bidder imposes terms or conditions that would modify requirements of this Solicitation or limit the Bidder's liability to the State. Other possible reasons for rejection of Bids 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 non-responsiveness of the Bid due to lack of compliance with the terms and conditions of negotiation or this Solicitation.

A.11. Award of Contract

- A.11.1.** The State may award the contract to more than one Bidder 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 to be in the best interest of the State of Oklahoma.
- A.11.2.** Contract awards shall be made to the lowest and best Bid(s) unless this Solicitation specifies that best value criteria is being used.
- A.11.3.** In order to receive an award or payments from the State of Oklahoma, Bidder must be registered. The Bidder registration process can be completed electronically through the website at the following link <https://www.ok.gov/dcs/vendors/index.php>.
- A.11.4.** It is the preference of the State to award to a single Bidder. However, the State reserves the right to award to multiple Bidders when it has been determined to be in the best interest of the State.

A.12. Contract Modification

- A.12.1.** The Contract Documents issued as a result of this Solicitation is under the authority of the State personnel signing the Contract Documents. The Contract may be modified only through a written Amendment, signed by the State.
- A.12.2.** 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 OMES - ISD in writing, or that is made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including but not limited to any unauthorized written Amendment, shall be void and without effect, and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

A.13. Delivery, Inspection and Acceptance

- A.13.1.** All deliveries shall be F.O.B. Destination. The Supplier shall prepay all packaging, handling, shipping and delivery charges and prices quoted shall include all such charges. Any products delivered pursuant to this Contract shall be subject to final inspection and acceptance by the procuring entity at destination and the procuring entity has no responsibility for the delivered products prior to acceptance. Title and risk of loss or damage to all items shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. "Destination" shall mean delivered to the receiving dock or other point specified in the applicable purchase order.
- A.13.2.** Supplier shall be required to deliver products as offered on or before the required date. Deviations, substitutions, or changes in the products shall not be made unless expressly authorized in writing by the State or Interlocal Entity, as applicable.

A.14. Invoicing and Payment

- A.14.1.** Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services.
- A.14.2.** State Acquisitions are exempt from sales taxes and federal excise taxes.

A.15. Audit and Records Clause

- A.15.1.** 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 Supplier agrees any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of this Contract.
- A.15.2.** The Supplier is required to retain records relative to this Contract for the duration of this Contract and for a period of seven (7) years following completion and/or termination of this 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.16. Non-Appropriation Clause

The terms of this Contract and any purchase order issued for multiple years under this Contract are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Contract, or any other Contract Document, the State Entity or Interlocal Entity may terminate its obligations under this Contract if sufficient appropriations are not made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts that may become due under the terms of multiple year agreements in connection with this Contract. The decision as to whether sufficient appropriations are available shall be accepted by, and be final and binding on, the Supplier.

A.17. Choice of Law and Venue

A.17.1. Any claims, disputes or litigation relating to the Contract Documents, singularly or in the aggregate, or the execution, interpretation, performance, or enforcement thereof shall be governed by the laws of the State of Oklahoma, or in the case of an Interlocal Entity, in the state in which the Interlocal Entity is located, without regard to application of choice of law principles.

A.17.2. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents shall be in Oklahoma County, Oklahoma, or in the case of an Interlocal Entity, as agreed to between such Interlocal Entity and Supplier or as otherwise provided by applicable law.

A.18. Termination for Cause

A.18.1. The Supplier may terminate this Contract in whole or in part for default with both a thirty (30) day written request and upon written approval from the State. The State may terminate this Contract in whole or in part for default or any other just cause upon a thirty (30) day written notification to the Supplier.

A.18.2. The State may terminate this Contract immediately, in whole or in part, without a thirty (30) day written notice to the Supplier, when violations are found to be an impediment to the function of the State and detrimental to the cause of a State Entity, when conditions preclude the thirty (30) day notice, or when the State determines that an administrative error occurred prior to Contract performance. Similarly, an Interlocal Entity may terminate its obligations to Supplier immediately upon any of the foregoing conditions in this subsection.

A.18.3. If this Contract or certain obligations hereunder are terminated, the State, State Entity or Interlocal Entity, as applicable, shall be liable only for payment for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.19. Termination for Convenience

A.19.1. The State may terminate this Contract, in whole or in part, for convenience if the State Chief Information Officer determines that termination is in the State's best interest. The State shall terminate this Contract by delivering to the Supplier a notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of sixty (60) days from the date the notice of termination is issued by the State. Similarly, an Interlocal Entity may terminate its obligations to Supplier upon a determination by the proper authority for such Interlocal Entity that termination is in the Interlocal Entity's best interest and notice of termination by such Interlocal Entity shall be provided in accordance with the foregoing requirements set forth in this subsection.

A.19.2. If this Contract or certain obligations hereunder are terminated pursuant to this section, the State, State Entity, or Interlocal Entity, as applicable, shall be liable only for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.20. Insurance

The Supplier shall maintain and promptly provide proof to the State of the following insurance coverage, and any renewals, additions or changes thereto, as long as the Supplier has any obligation under a Contract Document:

- 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 and with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;
- d) Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage with limits not less than \$1,000,000 per claim and in the aggregate; and
- e) Additional coverage required by the State in writing in connection with a particular Acquisition.

A.21. Employment Relationship

This Contract does not create an employment relationship between the parties. Individuals performing services required by this Contract

are not employees of the State, a State Entity or an Interlocal Entity and, accordingly, shall not be eligible for rights or benefits accruing to such employees including but not limited to health insurance benefits, workers' compensation insurance, paid vacation or other leave, or any other employee benefit.

A.22. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a Bid to this Solicitation, the Bidder certifies that it is registered and participates in the Status Verification System, available at www.dhs.gov/E-Verify, as required under applicable State law and is in compliance with applicable federal immigration laws and regulations. The Bidder agrees that compliance with the certification set forth in this section shall be a continuing obligation.

A.23. Compliance with Applicable Laws

A.23.1. In connection with its performance of obligations under the terms of this Contract, the Bidder certifies compliance with and, if awarded the Contract pursuant to this Solicitation, shall continue to comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, including but not limited to the following:

- a) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;
- b) If the payments pursuant to the Contract are expected to exceed \$100,000.00, Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;
- c) Prospective participant requirements set forth at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;
- d) 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973 and Executive Orders 11246 and 11375, Americans with Disabilities Act of 1990;
- e) For Persons entering into a grant or cooperative agreement over \$100,000.00 (as defined at 45 C.F.R. §93.105 and 93.110), Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
- f) Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity; and
- g) Be registered as a business entity licensed to do business in the State, (registration through the Oklahoma Secretary of State at <https://www.sos.ok.gov>), have obtained a sales tax permit and be current on franchise tax payments to the State, as applicable.

A.23.2. The Supplier shall maintain all applicable licenses and permits required in association with its obligations hereunder.

A.23.3. The Supplier shall inform its employees, agents and proposed subcontractors who perform services for the State under this Contract of the Supplier's obligations hereunder and shall require compliance accordingly. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations hereunder.

A.24. Gratuities

The rights of Supplier under the terms of this Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State or Interlocal Entity employee directly involved in this Contract. In addition, a Supplier determined to be guilty of such a violation may be suspended or debarred.

A.25. Preclusion from Resulting Contracts

Any Bidder 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 being awarded the Contract and from securing a sub-contractor that has provided such services.

A.26. Mutual Responsibilities

The State and Supplier agree that:

- A.26.1.** 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.26.2.** This is a non-exclusive Contract and each party is free to enter into similar agreements with others.
- A.26.3.** Each party grants the other only the licenses and rights specified in the Contract Document and all other rights and interests are expressly reserved.

- A.26.4.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either party is required under this Contract, such action shall not be unreasonably delayed or withheld

A.27. Background Checks and Verifications

At the sole discretion of the State, State Entity or Interlocal Entity, as applicable, employees of the Supplier and any subcontractor of the Supplier may be subject to background checks. If background check information is requested, the Supplier must submit, or cause to be submitted, the required information in a timely manner and the Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State, State Entity or Interlocal Entity.

A.28. Confidentiality

- A.28.1.** The Supplier shall maintain strict security of all State data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and state laws, rules, regulations and policies and shall use any such data or records only as needed by Supplier for performance of its obligations hereunder. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. If Supplier utilizes a permitted subcontractor, Supplier shall obtain specific written assurance, and provide a copy to the State, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Supplier, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.
- A.28.2.** No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized to do so in writing by the State CIO or in compliance with a valid court order. The Supplier shall immediately forward to the State and the State CIO any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

A.29. Unauthorized Obligations

At no time during the performance of this Contract shall the Supplier have the authority to obligate any other party hereto for payment of any goods or services over and above those set forth in this Contract. If the need arises for goods or services over and above the products, Supplier shall cease the project and contact the appropriate procuring entity for written approval prior to proceeding.

A.30. Electronic and Information Technology Accessibility

Supplier shall comply with federal and state laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at http://www.ok.gov/cio/documents/isd_itas.pdf and Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT. If the products will require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to state bids, request for proposals, statements of work, riders, agreements, purchase orders and Amendments. Accordingly, in each statement of work or similar document issued pursuant to this Contract, Supplier shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

All representations contained in the VPAT provided will be relied upon by the State for accessibility compliance purposes.

A.31. Patents and Copyrights

- A.31.1.** Without exception, the products prices shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent or copyright.
- A.31.2.** If a third party claims that any portion of the products provided by Supplier under the terms of this Contract infringes that party's patent or copyright, the Supplier shall defend the State against the claim at the Supplier's expense and pay all related costs, damages, and attorneys' fees incurred by, or assessed to, the State, provided the State (i) promptly notifies the Supplier in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows the Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.
- A.31.3.** If such a claim is made or appears likely to be made, the Supplier shall enable the State to legally continue to use, or modify for use, the portion of products at issue or replace such potential infringing products with at least a functional non-infringing equivalent. If the Supplier determines that none of these alternatives is reasonably available, the State shall return such portion of the products at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund, if applicable, of other products which are rendered materially unusable as intended due to removal of the portion of products at issue.
- A.31.4.** Supplier has no obligation regarding a claim based on any of the following: (i) modification of a product by any party other than Supplier, its employee, agent, representative, permitted subcontractor, or any State employee acting in

conjunction with the Supplier; (ii) 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 Supplier as a system or (iv) infringement solely by a non-Supplier product that has not been provided to the State by, through or on behalf of the Supplier as opposed to its combination with products Supplier provides to or develops for the State as a system.

A.32. Assignment

Supplier's obligations under a Contract Document may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld in its sole discretion. Rights granted under the terms of this Contract may be assigned or transferred, at no additional cost, to other entities within the State.

A.33. 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.34. Paragraph Headings

The headings used in this Contract are for convenience only and do not constitute part of the Contract.

A.35. Failure to Enforce

Failure by the State, as applicable, at any time to enforce a provision of, or exercise a right under, any Contract Document shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State to enforce any provision of, or exercise any right under, a Contract Document at any time in accordance with its terms. Likewise, a waiver of a breach of any provision in a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in a Contract Document.

A.36. Conflict of Interest

- A.36.1.** Bidder must provide immediate disclosure of any contractual relationship or any other relevant contact with any State personnel or another Supplier involved in the development of a Bidder's response to this Solicitation. Any conflict of interest shall, at the sole discretion of the State, be grounds for rejection of the Bid or termination of project involvement.
- A.36.2.** In addition to any requirement of law or through a professional code of ethics or conduct, the Supplier and the Supplier's employees performing services for the State are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, without prior written approval of the State, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interest of the State as long as the Supplier has an obligation under this Contract. Prompt disclosure is required under this section 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 or any other third-party individual or entity awarded a contract with the State.

A.37. Limitation of Liability

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

A.38. Media Ownership (Disk Drive and/or Memory Chip Ownership)

- A.38.1.** In accordance with the State of Oklahoma Information Security Policy, Procedures, Guidelines set forth online at <http://www.ok.gov/cio/documents/InfoSecPPG.pdf> ("Electronic Media Retention Requirements"), any disk drives and memory cards purchased with or included for use in leased or purchased equipment under this Contract remain the property of the State.
- A.38.2.** 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 Entities or for the resale of refurbished equipment that has been in use by State Entities, by the Supplier to the general public or other entities. Electronic Media Retention Requirements shall also be applied to replacement devices and components, whether purchased or leased, the Supplier 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, the State shall have sole discretion, prior to removal, to determine and enforce sufficient safeguards (such as a record of hard drive serial numbers) to protect Personal Identification Information that may be stored within the hard drive or memory of the device.

A.39. Offshore Services

No offshore services are provided for under this Contract. State data shall not be used or accessed internationally, for troubleshooting or any other use not specifically provided for herein without prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State.

A.40. Failure to Provide

The Supplier's repeated failure to provide defined services, without reasonable basis as determined in the sole discretion of the State CIO, shall constitute a material breach of the Supplier's obligations, which may result in partial or whole cancellation of the Contract.

A.41. Agency Policies

The Supplier's employees and/or sub-contractors must adhere to the applicable State policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the Supplier to review and relay State policies covering the above to the consulting staff.

A.42. Compliance with Technology Policies

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

www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf

A.43. High Technology System Performance and Upgrades

- A.43.1.** If an Acquisition pursuant to this Contract includes a "high technology system" as defined under Oklahoma law, the Supplier shall provide documentation of the projected schedule of recommended or required system upgrades or improvements to such system for the three (3) year period following the target purchase date. If Supplier does not plan such system upgrades or improvements, the Supplier shall provide documentation that no system upgrades or improvements to the high technology system are planned for the three (3) year period following the target purchase date.
- A.43.2.** Any Acquisition pursuant to this Contract of an upgrade or enhancement to a high technology system shall be conditioned upon the Acquisition being provided at no charge to the State; the Acquisition being provided to the State at no additional charge pursuant to a previous agreement with the Supplier; the Supplier providing documentation that any required or recommended upgrade will enhance or is necessary for performance of the applicable State agency duties and responsibilities; or the Supplier providing documentation that it will no longer supply maintenance assistance to the applicable State agency and the applicable State agency documenting that the functions performed by the high technology system are necessary for performance of the State agency duties and responsibilities.

A.44. 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 in this Contract. 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 an Amendment to this Contract.

A.45. Ownership Rights

- A.45.1.** Any software developed by the Supplier is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on the Utilities, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Utilities, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Utilities embodied in or delivered to the State in conjunction with the products.
- A.45.2.** Except for any Utilities, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.
- A.45.3.** In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as "Work Made for Hire", Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Utilities embodied in or delivered to the State in conjunction with the products.
- A.45.4.** Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.
- A.45.5.** If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

A.45.6. It is understood and agreed that the Software is being developed by the Supplier for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on Supplier's 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.

A.45.7. Except for any Utilities, all work performed by the Supplier 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 owned by and for the benefit of State of Oklahoma.

A.46. Source Code Escrow – Reference Title 62 O.S. § 34.31

If required under applicable Oklahoma law relating to customized computer software developed or modified exclusively for a State Entity, the Supplier shall have a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, with the escrow agent including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

- a) A bona fide material default of the obligations of the Supplier under the agreement with the agency;
- b) An assignment by the Supplier for the benefit of its creditors;
- c) A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- d) The filing of a petition in bankruptcy by or against the Supplier 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 Supplier's property;
- f) The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;
- g) The ceasing of a Supplier of maintenance and support of the software; or
- h) Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

A.47. Right to Renegotiate

Prior to exercising the State's right to cancel this Contract, the State may renegotiate the Contract for the purpose of obtaining more favorable terms for the State, provided that the term of the Contract is not modified.

A.48. Used or New Products

Bidder shall offer new items of current design unless this Solicitation specifies used, reconditioned, or remanufactured products are acceptable. Warranties in both cases should be the same.

A.49. Publicity

The award of this Contract to Supplier is not in any way an endorsement by the State of Supplier or the products and shall not be so construed by Supplier in any advertising or publicity materials. Supplier 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 as an endorsement. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Contract without obtaining the prior written approval of the State.

A.50. Mandatory and Non-Mandatory Terms

A.50.1. Whenever the terms "shall", "must", "will", or "is required" are used in this Solicitation, the specification being referred to is a mandatory specification of this Solicitation. Failure to meet any mandatory specification may cause rejection of a Bid.

A.50.2. Whenever the terms "can", "may", or "should" are used in this Solicitation, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection of a Bid.

A.51. Non Tobacco – Smoke Free

By order of the Governor's Executive Order 2012-01, effective August 06, 2012 the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

A.52. OMES - ISD / Agency Relationship

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES - ISD is the entity designated to purchase information technology assets on behalf of the State of Oklahoma. The Act directs OMES - ISD to acquire necessary hardware and

software, and directs OMES - ISD to authorize the use of these assets by other State agencies. OMES - ISD, as the owner of information technology assets on behalf of the State of Oklahoma, allows other State agencies to use these assets while retaining ownership and the right to reassign them upon written notification to the Supplier.

A.53. Acceptance of Solicitation Content

Unless otherwise provided in Section One of the Bidder's response to this Solicitation, all Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all terms and conditions contained in this Solicitation. Upon award of any contract to the successful Bidder, the contents of this Solicitation, as may be amended by the Bid, shall become contractual obligations between the parties. Failure to provide all proposed Amendments to the terms and conditions contained in this Solicitation of the Bid may cause the Bid to be rejected from consideration for award.

A.54. 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 (the "Initial Term") unless renewed, extended, or terminated in accordance with applicable contract provisions. The Supplier 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 Supplier.
- B.1.2.** Under Oklahoma law, the State may not contract for a period longer than one (1) year (the "Initial Term"). By mutual consent of the parties hereto, it is intended that there shall be four (4) options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.
- B.1.3.** After the Initial Term, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Supplier's performance under the Contract and shall review certain other factors, including but not limited to the a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) then current products pricing and price discounts offered by Supplier; and c) then current products and support offered by Supplier.
- B.1.4.** If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment.
- B.1.5.** The State, at its sole option, may choose to exercise an extension for ninety (90) days beyond the final renewal option period, at the Contract pricing rate. If this option is exercised, the State shall notify the Supplier in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent ninety (90) day extensions, by mutual consent and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.
- B.1.6.** In the alternative, the State CIO reserves the right to extend any Contract awarded if it is determined to be in the best interest of the State.

B.2. Obligations of Permitted Subcontractor

- B.2.1.** If the Supplier is permitted to utilize subcontractors in support of this Contract, the Supplier shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Supplier in connection with provision of the products, the Supplier shall obtain written approval of the State of such subcontractor and each employee of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such potential subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
- B.2.2.** All payments for products shall be made directly to the Supplier. No payments shall be made to the Supplier for any services performed pursuant to this Contract by unapproved or disapproved employees of the Supplier or a subcontractor.

B.3. Warrants

Supplier warrants and represents that products or deliverables specified and furnished by or through the Supplier shall individually, and where specified by Supplier 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. Defects in products or deliverables specified and furnished by or through the Supplier shall be repaired or replaced by Supplier at no cost or expense to the State if such defect occurs during the warranty period.

B.4. Administrative Fee

The Supplier agrees to pay an administrative fee in the sum of [1%] of the combined total quarterly expenditures, as evidenced by the aggregate amount of Acquisitions under this Contract. All products prices shall be inclusive of the administrative fee. Notwithstanding anything to the contrary herein, the State reserves the right to increase or decrease the administrative fee as long as the Supplier has an obligation under this Contract without further requirement for an Amendment and shall provide written notice of such change to the Supplier. The administrative fee amount shall be noted on the quarterly "Contract Usage Report" and paid by the Supplier to the Oklahoma Office of Management and Enterprise Services within forty five (45) calendar days of the quarterly reporting period stated under the section below titled "Contract Usage Reporting Requirements". The Supplier shall list the Contract number and identify the reporting year and

quarter (for example, SW1010 4th Qtr. 2014) on the check stub of each administrative fee paid hereunder.

The check shall be mailed to:

Oklahoma Office of Management and Enterprise Services
50058 N. Lincoln Boulevard
Oklahoma City, Oklahoma 73105
Attention: Accounts Receivable

B.5. Contract Usage Reporting Requirements

B.5.1. The Supplier shall submit to the Oklahoma Office of Management and Enterprise Services, Information Services Division, the following quarterly contract usage reporting of Acquisitions made under the terms of this Contract:

Contract usage reports identifying, for the applicable quarter, each Acquisition and the appropriate procuring entity and corresponding dollar amounts of products purchased by all entities under the terms of this Contract, plus grand totals including but not limited to State Entities and Interlocal Entities.

Item detail usage reports identifying, for the applicable quarter, the following information:

- a) Procuring entity
- b) Order date
- c) Order #
- d) Invoice #
- e) Manufacturer #
- f) Manufacturer
- g) Description
- h) Product Category
- i) Standard Configuration #
- j) Quantity
- k) Unit List Price
- l) Unit Contract Price
- m) Extended Price
- n) Other contract usage information requested by the State

B.5.2. Reports shall be submitted quarterly regardless of quantity. All usage reports shall be delivered electronically (Format .xls) and regardless of quantity to strategic.sourcing@omes.ok.gov within forty five (45) calendar days of the end of each of the following quarterly reporting periods: January 1 through March 31; April 1 through June 30; July 1 through September 30; and October 1 through December 31.

B.5.3. Failure to provide usage reports required hereunder may result in a whole or partial cancellation or suspension of this Contract. The Supplier shall notify the contracting officer prior to any delay in providing any usage report or remittance.

B.6. Authorized Users

During the term of this contract, any State Agencies, Boards and Commissions are authorized to use this contract; however, they must coordinate the services with the Office of Management and Enterprise Services before initiating any procurement activity with the vendor(s). The following State Agencies can avail themselves of this contract without prior OMES approval: Oklahoma Department of Transportation, Oklahoma Turnpike Authority, and Higher Education (OneNet). Counties, Cities, and other municipalities are encouraged to contact OMES before any procurement activity for these services.

B.7. Manufacturer Accessibility VPAT Website

The Supplier may provide a URL link for a website maintained by the Supplier or product manufacturer which provides VPAT's for all products offered through the Contract.

B.8. Commercial Off-The-Shelf (Cots) Software

In the event that Supplier specifies terms and conditions or clauses in an electronic license agreement notice that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

B.9. Type of Contract

This shall be a competitively awarded contract(s) that is available for use by all State Entities or Interlocal Entities, as applicable.

B.10. Supplier Services

The State of Oklahoma shall not guarantee any minimum or maximum amount of the Supplier services that may be required under this Contract.

B.11. Ordering

Any product furnished under this Contract shall be ordered by the issuance of a written purchase order or by the use of a valid State purchase card. There is no limit on the number of purchase orders that may be issued or purchase card transactions and delivery to multiple destinations may be required, as applicable, at no additional cost. All such issued purchase orders and purchase card transactions are subject to the terms and conditions of this Contract and other Contract Documents. Any issued purchase order or purchase card transaction dated prior to expiration or termination of this Contract shall be performed.

C. SOLICITATION SPECIFICATIONS

C.1. The State of Oklahoma Office of Management and Enterprise Services, Central Purchasing Division on behalf of Information Services Division, is soliciting proposals from qualified vendors for Inside/Outside Plant services as well as Emergency restoration services.

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 OMES 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.

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 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 Management and Enterprise Services/ISD 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 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 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.3 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 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.4 TRAINING

C.4.1 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.4.2 Telecommunication System Training

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

C.5 SCOPE OF WORK

C.5.1 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 Management and Enterprise Services. The areas are:

Inside Plant Outside Plant

Emergency Restoration

C.5.2 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.5.3 Customer-Owned Inside Plant Installation and Repair

The State of Oklahoma Office of Management and Enterprise Services 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 Management and Enterprise Services 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.5.3.1 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 Management and Enterprise Services Information Services 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 Installer or Technician 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 OMES Information Services Division.

C.5.4 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 OMES/ISD 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. OMES/ISD will determine if and when an emergency repair is declared. If time permits (as determined by OMES/ISD) 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 OMES/ISD, 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 Management and Enterprise Services/ISD for final coordination and identification of restoration upon completion.

Additionally, OMES/ISD 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.5.5 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.5.6 Definitions of Authority

This contract can be utilized by Office of Management and Enterprise Service, Oklahoma Department of Transportation, Oklahoma Turnpike Authority 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.5.6.1 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.5.7 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 Management and Enterprise Services..

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 Management and Enterprise Services, 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.5.8 Standard - BICSI Telecommunications Dictionary (Current Edition)

The State of Oklahoma Office of Management and Enterprise Services 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.5.9 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.4.1.

C.5.10 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.5.11 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.5.12 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.5.13 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.5.14 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.5.15 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.5.17 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.5.17.1 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.5.17.2 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.5.18 Right to Reject

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.5.19 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.5.20 Permits

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

C.5.21 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.5.22 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.5.23 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.5.24 Federal Communications Commission

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

C.5.25 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.5.26 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.5.27 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.5.28 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.5.29 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.5.30 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. OMES 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.5.31 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.5.32 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.5.33 Payment Conditions

C.5.33.1 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 Management and Enterprise Services for payment. Payment shall be made upon acceptance of the job by State of Oklahoma.

C.5.33.2 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 OMES/ISD.

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 OMES/ISD.

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.6.0 DESIGN

C.6.1 Design Specification & Standards (References, Standards, and Codes)

State of Oklahoma Office of Management and Enterprise Services 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.6.2 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.6.3 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.6.4 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.6.5 Deviation from Standards

It is not the intent of State of Oklahoma Office of Management and Enterprise Services 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 Management and Enterprise Services 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 Management and Enterprise Services 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.7.0 INSTALLATION

C.7.1 Installation Methodology

The Building Industry Consulting Service International Standards (BICSI) is the official installation methodology approved by the State of Oklahoma Office of Management and Enterprise Services. 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.7.2 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.7.3 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.7.3.1 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.7.3.2 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.7.3.3 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.7.3.4 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.7.3.5 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.7.3.6 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.7.3.7 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.7.3.8 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.7.3.9 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 7.3.8 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.7.3.10 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.7.3.11 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.7.3.12 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.7.3.13 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.7.3.14 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.7.3.14.1 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.7.3.15 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.7.3.16 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.7.3.17 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.7.3.18 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.7.3.19 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.7.3.20 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 side 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.7.3.21 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.7.3.22 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.7.3.23 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.7.4 Inside Plant Construction and Inside Emergency Restoration Methods

C.7.4.1 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.7.4.2 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.7.4.3 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.7.4.4 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, 3/4", without valve", (ex. Reliable Electric/Utility Products, 11333 Addison Street, Franklin Park, IL. 60131).

C.7.4.5 Communications Tower Repair and Maintenance

Tower Lighting: Respondent shall provide re-lamping of tower light fixtures on an as required basis at each site displaying obstruction lighting.

OMES has tower light systems on specific towers which requires annual relamping. The tower light alarm system shall be tested after re-lamping is completed. The Respondent shall provide replacement lamps. It is the responsibility of the Respondent to coordinate with the OMES and the OMES' tenants to provide a safe working environment for the replacement of lamps.

General Site Maintenance: Respondent shall provide general site maintenance, other than obstruction lighting billable at three separate technician-hour rates. The Respondent shall provide any necessary materials to complete the site maintenance and bill the materials, as a separate line item. OMES shall provide written work assignments for each site for the Respondent to complete. The Respondent shall provide an estimated technician-hour requirement, applicable rate class, and materials list with estimated cost to complete each task to the OMES with a scheduled completion date. General maintenance includes power generation equipment, communications hut maintenance and fencing.

Schedule: All work shall be scheduled during normal working hours (Monday through Friday)

Maintenance Rate Classification: Respondent shall provide general maintenance labor at three separate technician-hour rate classifications. Rates to be bid are defined below:

Rate Class 1: Maintenance work from ground level to eight feet above ground level shall be classified Rate Class 1, also known as ground level maintenance.

Rate Class 2: Maintenance work eight feet above ground level and higher shall be classified as Rate Class 2, also known as high tower maintenance.

Rate Class 3: Maintenance that cannot be performed during the regular work week (Monday thru Friday, 8:00 A.M. to 5:00 P.M.) hours may be required by the Regents and classified as Rate Class 3, also known as emergency maintenance regardless of original rate class.

Hourly Rate: Each rate class of work shall be bid at a separate fixed hourly rate per technician submitted by the Respondent.

Respondent must be able to show proof of Competent Climber, and Rescue Training as well as example of OSHA safety and rescue plan for site work.

C.8.0 MATERIALS

C.8.1 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.8.2 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.8.3 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.8.4 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.8.5 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.8.6 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.8.7 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.8.8 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.8.9 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.8.10 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.8.11 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.8.12 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.8.13 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.8.14 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.8.15 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.8.16 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.8.17 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.8.18 Capitol Complex Inter-Building Cabling

Each building on the Capitol Grounds shall be provided with a 10Ω0, 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.8.19 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.8.20 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.8.21 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.8.22 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.8.23 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.8.24 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.8.25 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.8.26 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.9.0 TESTING

C.9.1 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.9.2 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.9.3 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.9.4 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/TIA/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.9.5 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.9.6 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.9.7 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.9.8 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.10.0 LABELING

C.10.1 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/R1.1.56/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.11.0 AS-BUILT PACKAGE

C.11.1 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. Bids shall be evaluated on the “best value” determination.

D.1.2. The State reserves the right to request demonstrations and clarifications from any or all-responding Bidders.

D.2. Proposal Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of technical Bids or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussions shall be to ensure full understanding of the Bid. If clarifications are made because of such discussion, the Bidder(s) shall put such clarifications in writing. The clarification shall not alter or supplement the Bid.

D.3. Competitive Negotiations of Offers

The State reserves the right to negotiate with one, selected, all or none of the Bidders 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 material to an award decision or that may mitigate the State’s risks. The State shall consider all issues negotiable and will not be artificially constrained by internal corporate policies. Negotiation may be with one or more Bidders, for any and all items in the Bid.

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.3.1. Negotiations may be conducted in person, in writing, or by telephone.

D.3.2. Negotiations shall only be conducted with potentially acceptable Bids. The State reserves the right to limit negotiations to those Bids that received the highest rankings during the initial evaluation phase.

D.3.3. Terms, conditions, prices, methodology, or other features of the Bid may be subject to negotiations and subsequent revision. As part of the negotiations, the Bidder 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 Bid.

D.3.4. The requirements of this Solicitation 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.3.5. BEST and FINAL – The State may request best and final Bids if deemed necessary, and shall determine the scope and subject of any best and final request. However, the Bidder should not expect an opportunity to strengthen its Bid and should submit its best Bid based on the terms and condition set forth in this solicitation.

D.4. Selection Criteria

D.4.1. Responsiveness

D.4.2. Non-Mandatory Specifications

D.4.3. Pricing

D.4.4. Responses to references and experience of firm and employees assigned to the contract

D.4.5. Financial data

D.4.6. Accessibility requirements

D.5. Evaluation Process

D.5.1. Determination of Solicitation Responsiveness

A responsive Bid is a Bid that meets all the following Solicitation requirements:

- Responding Bidder Information Sheet complete Form 076
- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- VPAT
- Amendments, if issued, are acknowledged.

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 selection process may overlap the other in the evaluation.

D.5.2. Evaluation of Bid

The technical section of the Bid is evaluated based on the Solicitation specifications.

D.5.3. Evaluation of Cost

Cost comparisons are performed.

D.5.4. Demonstrations

If desired by the evaluation committee, the Bidder may be required to provide product/services demonstrations.

D.5.5. Best Value Evaluation of Product/Services

The award of Contract pursuant to this Solicitation to a Bidder is based upon which Bidder best meets the needs of the State.

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

D.5.6. Each Bidder should be prepared to participate in oral presentations and demonstrations to define the Bid, to introduce the Bidder's team, and to respond to any and all questions regarding the Bid if requested by the State prior to award.

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

Prospective Bidders are urged to read this Solicitation carefully. Failure to do so shall be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, Bids shall be evaluated and any resultant contract(s) shall be administered in accordance with the plain meaning of the contents hereof. The Bidder 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 Bidder's failure to read and understand any term or condition in this Solicitation constitute grounds for a claim after award of the Contract.

E.2. Preparation of Bid

- 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 Bid

- E.3.1.** All Bids must be submitted to OMES – ISD to the attention of the Procurement Specialist as identified on the front page of this Solicitation. It is the Bidder's sole responsibility to submit information in the Bid as requested by this Solicitation. The Bidder's failure to submit required information may cause its Bid to be rejected.
- E.3.2.** The Bid should be paginated and indexed in alpha order with reference to specific sections of this Solicitation. All Bids shall be legibly written or typed. Any corrections to Bids shall be initialed. Penciled Bids and penciled corrections shall not be accepted and shall be rejected as non-responsive. Unnecessarily elaborate brochures or other presentations beyond those necessary to present a complete and effective Bid are not desired.
- E.3.3.** Each Bidder must submit one original hard copy of the Bid and one duplicate copy for a total of two hard copy documents. In addition, each Bidder must submit One (1) Original and Two (2) copies of the Bid on CD, DVD, or thumb drive for a total of Three (3) electronic documents in a "machine readable" format. One (1) CD, DVD, or thumb drive shall be marked as the original and will be considered the official response in evaluating responses for scoring, Open Records Requests, and protest resolution. Each Bid must be submitted in a single sealed envelope, package, or container.
- E.3.4.** All information relating to price/costs are to be sent in a separate binder/envelope, on a separate CD, DVD, or thumb drive clearly marked as "Price/Cost".
- E.3.5.** The name and address of the Bidder shall be inserted in the upper left corner of the single sealed envelope, package, or container. The solicitation number and solicitation response due date and time must appear on the face of the single envelope, package, or container.
- E.3.6.** Bids shall be in strict conformity with the instructions to Bidder, and shall be submitted with a completed "Responding Bidder Information" OMES Form 076, and any other forms completed as required by this Solicitation.
- E.3.7.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES Form 004, must be made out in the name of the Bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- E.3.8.** All Bids submitted shall be consistent with the Oklahoma Central Purchasing Act and associated Rules and subject to the Information Services Act and other statutory laws and regulations as applicable.
- E.3.9.** By submitting a Bid, Bidder 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 information.
- E.3.10.** If a Bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in this Solicitation, known to the Bidder, or an error that reasonably should have been known by the Bidder, the Bidder shall submit a Bid at its own risk; and if awarded the Contract, the Bidder shall not be entitled to additional compensation, relief, or time by reason of the error or its later correction. If a Bidder takes exception to any requirement or specification contained in this Solicitation, these exceptions must be clearly and prominently stated in the Bid.
- E.3.11.** Bidders should note that this Solicitation reflects changes in the existing operation to increase efficiencies and streamline business environments in the State of Oklahoma. All previous solicitations or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance to this Solicitation.

E.4. Bid Change

If the Bidder needs to change a Bid prior to the Solicitation Closing Date and Time, a new Bid shall be submitted to the State with the following statement: "This Bid supersedes the Bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the Bidder shall be inserted in the upper left corner of the single envelope, package, or container. Solicitation number and solicitation closing date and time must appear on the face of the single envelope, package, or container.

E.5. Solicitation Amendments

- E.5.1.** If an "Amendment of Solicitation", OMES Form 011 (or other format as provided), is issued, then the Bidder shall acknowledge agreement with each such Amendment of Solicitation by signing and returning the Solicitation Amendment. An executed Amendment may be submitted with the Bid or may be forwarded separately. If forwarded separately, the executed Amendment must contain this Solicitation number and Closing Date and Time on the front of the envelope. The State must receive the executed Amendment by the Closing Date and Time specified for receipt of bids for the Bid to be deemed responsive. Failure to agree to a Solicitation Amendment may be grounds for rejection.
- E.5.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Solicitation. All Amendments to this Solicitation shall be made in writing by the State.
- E.5.3.** It is the Bidder's responsibility to check the State's website frequently for any possible Amendments to this Solicitation that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete its Bid.

E.6. Proprietary and/or Confidential

- E.6.1.** Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Bidder submits as part of or in connection with a Bid are public records and subject to disclosure. If a Bidder claims any portion of its Bid as financial or proprietary confidential information, the Bidder must specifically identify what documents or portions of documents are considered confidential and identify applicable law supporting the claim of confidentiality. In addition, the Bidder shall submit the information separate and apart from the Bid and mark it Financial or Proprietary and Confidential. Pursuant to the Oklahoma State Finance Act, the State CIO shall make the final decision as to whether the separately submitted information is confidential.
- E.6.2.** If the State CIO does not acknowledge the information as confidential, OMES – ISD will return or destroy the information with proper notice to the Bidder and the information will not be considered in the evaluation. A Bid marked, in total, as financial or proprietary and/or Confidential shall not be considered.

E.7. Oklahoma Open Records Act

Bids are subject to public disclosure in accordance with the Oklahoma Open Records Act. To the extent permitted by such Act, the Bid will not be disclosed, except for purposes of evaluation, prior to approval by the State CIO of the awarded Contract. All material submitted becomes the property of the State. Bids will not be considered confidential after award of the Contract except that information in the Bid determined to be confidential by the State CIO shall continue to be considered confidential.

E.8. Communications Concerning Solicitation

The procurement specialist listed on the cover page of this solicitation is the only individual in which the Bidder should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the Bid being considered non-responsive and not considered for further evaluation.

E.9. Administrative Review

- E.9.1.** Bidders who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the procurement specialist listed herein. To be considered a request for review must be received no later than 3:00 P.M. Central Time on July 15, 2016. 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 this 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.10. General Solicitation Questions

Bidder may submit general questions concerning the specifications of this Solicitation. All questions and answers regarding this Solicitation shall be posted to the IT procurement wiki at:

<https://wiki.ok.gov/display/itprocurement/090000228>

- E.10.1.** Questions received via any other means will not be addressed. To register with the State of Oklahoma for wiki access, please follow the link below to request access.

<https://wiki.ok.gov/display/itprocurement/Home>

- E.10.2.** In order to guarantee that wiki access is created prior to closing date for submitting questions for a solicitation, please request access at least five (5) business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a Bidder's lack of access if the request is not made within this timeline.
- E.10.3.** When posing questions, every effort should be made to:
- a) be concise
 - b) include section references, when possible; and
 - c) avoid use of tables or special formatting (use simple lists).
- E.10.4.** These questions shall be answered directly on the wiki and in the form of an amendment and posted on the OMES - ISD website and linked on the wiki. Bidders are advised that any questions received after 3:00 P.M. Central Time on July 27, 2016 shall not be answered.

E.11. P-Cards

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

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

Yes No (check one)

E.12. Electronic Funds Transfer (EFT)

The State of Oklahoma passed legislation in 2012 requiring funds disbursed from the State Treasury be sent electronically.

If awarded a contract will your company accept payment for invoices from the State by EFT:

Yes No (check one)

E.13. Bid Deliverables

Hard copy Bids should be bound, tabbed by section, and clearly marked as Original or Copy.

Note: Bid deliverables are to be submitted in both hard copy and electronic copy on CD, DVD, or thumb drive machine-readable format.

E.13.1. Section One – Introduction

- a) Letter of Introduction
- b) Completed "Responding Bidder Information" OMES Form 076.
- c) Completed "Certification for Competitive Bid and Contract" OMES Form 004.
- d) Signed Amendment(s), if any.
- e) Any exceptions to solicitation terms and conditions.

E.13.2. Section Two – References

Provide 03 references from customers where similar work was performed. References provided must contain a contact person with full contact information (i.e., current employer, telephone number, mailing address, e-mail address, and fax number).

E.13.3. Section Three – Company Information

Bidder must provide detailed information on its company, including principals involved, number of employees, location, years in existence, a statement of financial stability, and any litigation or pending litigation for the past five years, or a statement indicating there is no litigation activity to report.

E.13.4. Section Four – Response to Specifications/Requirements

Provide detailed response to specifications/requirements in this Solicitation.

E.13.5. Section Five – EITA Compliance

Provide adequate information defining your products level of EITA compliance by providing a Voluntary Product Accessibility Template (VPAT) that indicates compliance of all products offered with the provisions of Section 508 of the Rehabilitation Act Amendments included in the Workforce Investment Act of 1998. Please complete the VPAT & Accessibility - OMES Form that is applicable. Attached for reference is the VPAT Instructions Template.

Supplier may provide a URL link to a website providing VPAT for products deliverables through resulting Contract.

E.13.6. Section Six – Bidder Agreements

Bidder shall provide any required software licenses, maintenance, service agreements and any other similar applicable agreements.

Note: Any such agreements the Bidder requires, should it be the awardee of the Contract, not submitted with Bidder's original Bid shall not be considered

E.13.7. Pricing

All information relating to costs are to be sent in a separate binder/envelope, on a separate CD, DVD, or thumb drive clearly marked as "Price/Cost."

E.14. Awardee Financial Status

Prior to award the State may choose to request information from the Bidder to demonstrate its 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). If the Bidder 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 Bidder who is deemed financially weak. The State reserves the right to determine financial status at its sole discretion.

Clarification or additional documents may be requested.

E.15. Notice of Award

A notice of award in the form of a purchase order or other Contract Documents resulting from this Solicitation shall be furnished to the successful Bidder and shall result in a binding Contract.

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.

C 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.

F. CHECKLIST: - SEE SECTION E.13

G. OTHER

H. PRICE AND COST

- C **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

D **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; 1-3000LF | | |
| 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 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.

E 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 |
| | | | | |

F 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 EnvironmentallyControlled Cabinets | | | | |
| CAD 6 EnvironmentallyControlled Cabinets | | | | |
| CAD 8 EnvironmentallyControlled Cabinets | | | | |
| CAD 12 EnvironmentallyControlled Cabinets | | | | |
| CAD 16 EnvironmentallyControlled Cabinets | | | | |
| UP 900 EnvironmentallyControlled Cabinets | | | | |
| UP1000 EnvironmentallyControlled Cabinets | | | | |
| UP1200 EnvironmentallyControlled Cabinets | | | | |
| UP1246 EnvironmentallyControlled Cabinets | | | | |
| UP1248 EnvironmentallyControlled Cabinets | | | | |
| UP1652 EnvironmentallyControlled 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 | |
| | |

General Tower Site Maintenance – Hourly Rates

| Rate Class | Rate Classifications | Hourly Rate |
|--------------|---|-------------|
| Rate Class 1 | Maintenance work from ground level to 8 feet above ground level – ground level maintenance | |
| Rate Class 2 | Maintenance work from eight feet above ground level and higher – high tower maintenance | |
| Rate Class 3 | Maintenance that cannot be performed during the regular work week (Monday thru Friday, 8:00 A.M. to 5:00 P.M.) – emergency maintenance | |

| | 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.



Responding Bidder Information

"Certification for Competitive Bid and Contract" MUST be submitted along with the response to the Solicitation.

1. **RE: Solicitation #** _____

2. **Bidder General Information:**

FEI / SSN : _____ Supplier 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 – Attach an explanation of exemption

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. 2011, § 311 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/faqs.html#c221>



Certification for Competitive Bid and/or Contract (Non-Collusion Certification)

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 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, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of this title.

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