



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

State of West Virginia Contract

Order Date: 05-27-2022

CORRECT ORDER NUMBER MUST APPEAR
ON ALL PACKAGES, INVOICES, AND
SHIPPING PAPERS. QUESTIONS
CONCERNING THIS ORDER SHOULD BE
DIRECTED TO THE DEPARTMENT
CONTACT.

Order Number:	CCT 0947 0947 ERP2200000002 1	Procurement Folder:	1042739
Document Name:	Network Services Provider	Reason for Modification:	
Document Description:	Network Services Provider		
Procurement Type:	Central Contract - Fixed Amt		
Buyer Name:	Toby L Welch		
Telephone:	(304) 558-8802		
Email:	toby.l.welch@wv.gov		
Shipping Method:	Best Way	Effective Start Date:	2020-05-14
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2023-05-13

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000228728 LUMOS NETWORKS LLC ONE LUMOS PLAZA WAYNESBORO VA 22980 US Vendor Contact Phone: 304-720-2191 Extension: Discount Details: <table><thead><tr><th></th><th>Discount Allowed</th><th>Discount Percentage</th><th>Discount Days</th></tr></thead><tbody><tr><td>#1</td><td>No</td><td>0.0000</td><td>0</td></tr><tr><td>#2</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#3</td><td>Not Entered</td><td></td><td></td></tr><tr><td>#4</td><td>Not Entered</td><td></td><td></td></tr></tbody></table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	Not Entered			#3	Not Entered			#4	Not Entered			Requestor Name: Matthew H Ellison Requestor Phone: (304) 741-8565 Requestor Email: matt.ellison@wvoasis.gov 22 FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	Not Entered																				
#3	Not Entered																				
#4	Not Entered																				

INVOICE TO	SHIP TO
CONTROLLER ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV 25301 US	CONTROLLER ENTERPRISE RESOURCE PLANNING BOARD 1007 BULLITT STREET SUITE 400 CHARLESTON WV 25301 US

Purchasing Division's File Copy

Total Order Amount: \$70,816.12

ENTERED

PURCHASING DIVISION AUTHORIZATION SIGNED BY: Linda B Harper <i>Linda B Harper</i> DATE: 2022-05-27 ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM DATE: <i>John S. Gray</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION <i>Beverly Tolen</i> DATE: 6-14-2022 ELECTRONIC SIGNATURE ON FILE
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Extended Description:

This contract identified as CCT ERP2200000002 is created for administrative purposes only and is intended to assign contract no. CCT ERP2000000002 from Vendor A: SEGRA(V/C0000091951) to Vendor B: LUMOS NETWORKS LLC dba SEGRA (V/C 000000228728).

System limitations require that this contract be given a new number moving forward but the original contract, including all terms, conditions, prices, specifications, and change orders contained therein remain in full force and effect.

Effective date of change 05/11/2022

Old procurement folder: 681069

Unpaid Balance transferring from CCT20*02 \$70,816.12

Also, to renew the original contract according to all terms, conditions, prices and specifications contained in the original contract including all authorized change orders. Effective date of renewal 05/14/2022 through 05/13/2023.

Renewal Years/Months Remaining: 1

No other changes.

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
1	43222600	0.00000		0.000000	\$1,216.12
Service From	Service To	Manufacturer		Model No	
2020-05-14	2023-05-13				

Commodity Line Description: Network Services

Extended Description:

Remaining balance transferred from CCT ERP20*02

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
2	43222600	12.00000	MO	2900.000000	\$34,800.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Network Services

Extended Description:

Recurring Monthly Billing for 1Gig Network Connection 05/14/2022 - 05/13/2023

Line	Commodity Code	Quantity	Unit	Unit Price	Total Price
3	43222600	12.00000	MO	2900.000000	\$34,800.00
Service From	Service To	Manufacturer		Model No	

Commodity Line Description: Network Services

Extended Description:

Recurring Monthly Billing for 1Gig Network Connection 05/14/2023 - 05/13/2024

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: **Initial Contract Term:** This Contract becomes effective on 03/20/2020 and extends for a period of ONE (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to THREE (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☒ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000 per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☒ **Cyber Liability Insurance** in an amount of: \$1,000,000 per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐☐☐☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____

☒ Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained; shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☐ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Greg Florence, Government Account Executive II
(Name, Title)
GREG FLORENCE, GOVERNMENT ACCOUNT EXECUTIVE II
(Printed Name and Title)
1200 Greenbrier St, Charleston, WV 25311
(Address)
304-414-0411, 304-720-2121
(Phone Number) / (Fax Number)
Greg.Florence@segra.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Lumos Networks, LLC dba Segra
(Company)
Greg Florence, Government Account Executive II
(Authorized Signature) (Representative Name, Title)

Greg Florence, Government Account Executive II
(Printed Name and Title of Authorized Representative)

2/24/2020
(Date)

304-414-0411, 304-720-2121
(Phone Number) (Fax Number)

Network Services Provider

SPECIFICATIONS

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the WV Enterprise Resource Planning Board to establish a contract for a Network Service Provider to provide a full duplex network fiber connection (User Network Interface (UNI) to the WV ERP Switch Room located at 1007 Bullitt Street, Charleston, WV, 25301, and between the WVERP Switch Room and the following office below:

WVNET, 837 Chestnut Ridge Road, Morgantown, WV, 26505

- 2. DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.

2.1 “Contract Services” means Network Services as more fully described in these specifications.

2.2 “E-LAN” means Ethernet Virtual Private LAN (EVP-LAN) or E-LAN is a multipoint-to-multipoint Ethernet Virtual Connection defined by the Metro Ethernet Forum

2.3 “ELINE” means Ethernet Virtual Private Line data service defined by the Metro Ethernet Forum.

2.4 “EVC” means Ethernet Virtual Circuit

2.5 “ISP” means Internet Service Provider

2.6 “Pricing Page” means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.

2.7 “Solicitation” means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8 “UNI” means Universal Network Interface

Network Services Provider

3. QUALIFICATIONS: Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

- 3.1.** The ISP must be a Telecom license holder. Vendor should provide documents with bid, but these documents will be required prior to contract award.
- 3.2.** The ISP should have experience with at least three (3) similar contracts (similar by scope, nature, and amount). Vendor may be asked to provide proof of previous projects of this nature.
- 3.3.** Vendor must be Metro Ethernet Forum 2.0 Certified. Vendor should provide documentation with submitted bid, but documents will be required prior to contract award.

4. MANDATORY REQUIREMENTS:

4.1 Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1 Layer 2 Fiber Optic Data Circuits (1 Gig UNI, 1 Gig EVC (E-LAN) and D-Mark must be provided to the WV ERP Switch Room located at 1007 Bullitt Street, Charleston, WV, and between this Switch Room and the following location:

4.1.1.1 WVNET, 837 Chestnut Ridge Road, Morgantown, WV, 26505; 1 Gig UNI, 1 Gig EVC (E-LAN) to 1007 Bullitt Street, Charleston, WV, 25301

4.1.2 Networks must meet MEF (Metro Ethernet Forum) 2.0 Standards, as defined on the MEF Technical Specifications website and found via internet inquiry.

4.1.3 Network must meet QOS (Quality of Service) level of RTV (Real Time Voice) standards.

4.1.4 The total project must be completed, tested, and service available for use by March 31, 2020.

Network Services Provider

- 4.1.5** The current network is running over copper lines. The connectivity between the network service provider and the WVERP Board must connect into our Switch Room at 1007 Bullitt Street, Charleston, WV.
- 4.1.6** Data Circuits must support 802.1q tunneling, allowing multiple VLANs to be established across the circuit. All Ethernet handoffs will be RJ-45 copper. The customer interface at each end of each circuit shall be RJ-45 copper.
- 4.1.7** Vendor must utilize existing conduits and cabling trays at each location.
- 4.1.8** Once the circuit is operational, it should be available for testing for a two-week period. Any issues arising with the circuit during testing will need to be resolved by the vendor according to the service terms below. Billing for this circuit shall commence after successful testing is completed and the vendor is notified of such. Start date of the Monthly Recurring Charge shall be established through a Change Order upon successful testing and the circuit is accepted as fully operational by the Agency.
- 4.1.9 Data Circuit Recurring Monthly Service and Maintenance Charge**
 - 4.1.9.1** All maintenance cost shall be included in the monthly recurring service charge
 - 4.1.9.2** The monthly service and maintenance charge for these circuits shall commence after successful testing is completed and the vendor is notified that the testing is complete and system is functional.
 - 4.1.9.3** When any problem or outage with a circuit is reported, the vendor shall respond to the call by telephone within 1 hour of the problem being reported. If the problems remains unresolved 2 hours after the original report of the problem, the vendor shall have a qualified technician on site at one or both locations. If the problem remains unresolved 3 hours after the original report of the problem, the vendor must do whatever is required to resolved the problem, including replacement of equipment or fiber facilities.

Network Services Provider

4.1.9.4 In the event that an outage or problem is not resolved within 5 business days, the state may, at the state's sole option, charge the vendor \$100.00 per calendar day until the circuit is operational.

4.1.9.5 All circuits shall be up and available for use 24 hours per day, 7 days per week, every day of the year. Maintenance support shall also be provided on a 24/7/365 basis. All maintenance cost shall be included in the monthly recurring cost (MRC). The vendor will be responsible for maintaining the entire circuit from each termination point.

4.1.9.6 All non-remedial maintenance shall be performed outside of normal business hours (Monday through Friday, 7:00AM – 5:00PM). Vendor shall notify the designated WVERP representative of any planned maintenance or outage at least 2 business days in advance. In the event that the circuit is down for any reason, it will be the responsibility of the vendor to notify WVERP within 30 minutes of the circuit being down.

4.1.9.7 The vendor shall specify a phone number and other appropriate contact information where problems or outages may be reported. Upon receiving such a report, the vendor shall note the time of the report, assign a reference number for the report, and provide this information to the caller. The vendor shall also provide an escalation list. Both of these must be provided prior to the award of the contract.

5. CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages (Exhibit A).

5.2 Pricing Page: Vendor should complete the Pricing Page by providing the monthly charge for providing the planned services as described in these specifications. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Network Services Provider

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document

6. **PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
7. **PAYMENT:** Agency shall pay monthly in arrears as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.
8. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.
9. **FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:
 - 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
 - 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
 - 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
 - 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
 - 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

**REQUEST FOR QUOTATION
Network Services Provider**

10. VENDOR DEFAULT:

10.1. The following shall be considered a vendor default under this Contract.

10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.

10.1.2. Failure to comply with other specifications and requirements contained herein.

10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

10.1.4. Failure to remedy deficient performance upon request.

10.2. The following remedies shall be available to Agency upon default.

10.2.1. Immediate cancellation of the Contract.

10.2.2. Immediate cancellation of one or more release orders issued under this Contract.

10.2.3. Any other remedies available in law or equity.

Section 10 is understood.

11. MISCELLANEOUS:

11.1. Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Greg Florence
Telephone Number: 304-414-0411
Fax Number: 304-720-2121
Email Address: Greg.Florence@segra.com



Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Request for Quotation
21 -- Info Technology

Proc Folder: 681069

Doc Description: Addendum No. 1 Network Services Provider

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2020-02-19	2020-02-24 13:30:00	CRFQ 0947 ERP2000000004	2

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON

WV 25305

US

VENDOR

Vendor Name, Address and Telephone Number:

FOR INFORMATION CONTACT THE BUYER

Melissa Pettrey

(304) 558-0094

melissa.k.pettrey@wv.gov

Signature X

FEIN #

DATE

All offers subject to all terms and conditions contained in this solicitation

SOLICITATION NUMBER: ERP2000000004

Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as ERP2000000004 ("Solicitation") to reflect the change(s) identified and described below.

Applicable Addendum Category:

- ☐ Modify bid opening date and time
- ☐ Modify specifications of product or service being sought
- ☒ Attachment of vendor questions and responses
- ☐ Attachment of pre-bid sign-in sheet
- ☒ Correction of error
- ☐ Other

Description of Modification to Solicitation:

- 1. To publish Vendor questions and Agency responses.**
- 2. To clarify Bid Opening date: 02/24/2020 @ 1:30 P.M.**

Additional Documentation: Documentation related to this Addendum (if any) has been included herewith as Attachment A and is specifically incorporated herein by reference.

Terms and Conditions:

1. All provisions of the Solicitation and other addenda not modified herein shall remain in full force and effect.
2. Vendor should acknowledge receipt of all addenda issued for this Solicitation by completing an Addendum Acknowledgment, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

CRFQ ERP20-04 Addendum No. 1

Update to Project Completion Date Requirement

Because there was a delay in getting this RFQ posted, we now recognize that a completion date of March 31, 2020 will be difficult for any vendor to satisfy. We expect the winning vendor to need an estimated 45 days from award of the Contract to complete this installation.

As a result, please recognize the following change:

- Section 4.1.4 – The total project must be completed, tested, and service available within 45 days after award of the Contract.

Vendor Questions:

Q1. "On the pricing page, Appendix A. This service is billed per end so I assume you want the total monthly price of the circuit in the unit price field, but I want to confirm"

A1. That is correct. We would like to see a total cost of this service billed monthly. 'Unit Price' on the Pricing Page is synonymous with Monthly Price in this instance, with each unit being equal to one month.

Q2. In the instructions under #6 it states the bid opening date is 2/24/2020. Under #7 it states 2/20/2020. Can you confirm the correct date?

A2. The correct Bid opening date is **02/24/2020**.

Segra Appendix A: Service Level Agreement (SLA)



MASTER SERVICE AGREEMENT DATA & VOICE SERVICE LEVEL AGREEMENT

General. This Data & Voice Service Level Agreement (SLA) describes target network performance and service level metrics for end user data and voice services provided by Lumos Networks LLC or its corporate affiliates d/b/a SEGRA via Ethernet or TDM.

1. Access Circuit Network Availability.

1.1 "Network Availability" is the percentage of total minutes during a calendar month that the Services are available to the Customer. Network Availability is calculated as follows:

$$\text{Network Availability\%} = \frac{[(\text{Total Minutes in the Month}) - (\text{Sum of Total Outage Minutes})] \times 100}{\text{Total Minutes in the Calendar Month}}$$

The Services shall be deemed to be "unavailable" whenever an outage is recorded on a SEGRA trouble ticket classified as "major" or "critical" by SEGRA Network Operations Center which results in Customer not having the ability to transmit or receive packets by means of the Services, and "Total Outage Minutes" shall be deemed to be the length of time during which the Services are unavailable to the Customer, as reflected on such trouble tickets. "Total outage minutes" shall not include any outages (i) occurring during scheduled maintenance activities; (ii) attributable to any act or omission of Customer; (iii) attributable to Customer's applications, equipment or facilities; (iv) resulting from reasons of Force Majeure or other causes beyond the reasonable control of Segra or (v) lasting ten minutes or less.

1.2 The objective for Network Availability is 99.99 %. For any month in which the objective is not met, Customer will receive a credit, which may be applied towards Customer's subsequent monthly invoice(s), up to and not exceeding the monthly recurring charges for the affected Services (i.e., the portion(s) of the Services directly made unavailable as a result of the outage(s) in question) for each cumulative hour or portion thereof during which such Services are unavailable to the Customer (subject to the limitations set forth herein). Unavailability and credits will be prorated and paid in 15-minute increments.

2. Access Circuit Mean Time to Repair

2.1 Mean Time to Repair (MTTR) is the average time required to repair service to an operational condition if service(s) are not active or Customer is experiencing consistent service degradation. The MTTR objective is four (4) hours depending on for outages due to electronic equipment failure and fiber optic facilities failure and ten (10) hours for outages due to fiber cuts.

2.2 If the MTTR is not met, Customer may request a credit, to be applied towards Customer's subsequent monthly invoice(s), up to and not exceeding the monthly recurring charges for each hour over the four-hour MTTR (i.e., the portion(s) of the Services directly made unavailable as a result of the outage(s) in question) per violation. For any month in which the objective is not met, customer may receive a credit for each location

2.3 **Exclusion:** MTTR statistics will not include any time lost waiting on repair-related information from customer or access to customer premises.

3. Circuit Latency

3.1 "Average Latency" is the monthly average round-trip latency from a core network node to any other designated core network node on the SEGRA network, determined by measuring round-trip network responses over such portions of the network.

3.2 The objective for Average Latency is to not be greater than 8 milliseconds inside a Metropolitan Area. The objective for average latency is to not be greater than 30 milliseconds between Metropolitan markets. For any month in which the objective is not met, Customer will receive a credit, which may be applied towards Customer's monthly invoice, equal to 1/30 of the monthly recurring charges for the Services.

4. Circuit Jitter

4.1 "Average Jitter" is the monthly average variation in the time between packets arriving, as measured at designated portions of the SEGRA network, determined by measuring Jitter over such portions of the network during a calendar month.

4.2 The objective for Average Jitter is to not be greater than 5 milliseconds. For any month in which the objective is not met, Customer will receive a credit, which may be applied towards Customer's monthly invoice, up to and not exceeding the monthly recurring charges for the Services.

5. **Force Majeure.** Service credits will not be available to Customer, in cases where the Services are delayed as a result of (i) the negligence, acts or omissions of Customer, its employees, contractors or agents or its end users; (ii) the failure or malfunction of testing equipment, applications or systems; (iii) circumstances or causes beyond the control of SEGRA, including instances of Force Majeure (as defined as including war, riots, embargoes, strikes, or other concerted acts of workers (whether SEGRA or others), casualties or accidents, malicious or criminal acts of third parties, or any other causes or circumstances whether of a similar or dissimilar nature to the foregoing, which prevent or hinder the delivery of the Services); or (iv) scheduled service maintenance, alteration, or implementation. Such credits will be granted only if Customer affords SEGRA full and free access to Customer's equipment to perform necessary testing, troubleshooting, or related activities.

6. Chronic Outage and Missed Service Standard

6.1 Chronic Outage and/or Missed Service Standards is measured as three trouble tickets or missed service standards within a calendar month.

6.2 In the event that the objective for Chronic Outages or Missed Service Standard is exceeded then the affected site will be eligible for an additional 10% credit of the monthly recurring charge.

7. Service Credits

7.1 In order to receive any of the service credits described in this SLA, Customer must notify SEGRA within ninety days from the time Customer becomes eligible to receive a service credit. Failure to comply with this requirement will forfeit Customer's right to receive a service credit.

7.2 Reports are prepared and credits for documented occurrences are issued within 60 business days of receipt of Customer notice.

CRFQ ERP2000000004

Product Description	Year	Quantity	Unit Price	Ext Price
Monthly Recurring Service Charge - 1 Gig EVC (E-LAN)	Year 1	12	\$2,900.00	\$34,800.00
Monthly Recurring Service Charge - 1 Gig EVC (E-LAN)	Year 2	12	\$2,900.00	\$34,800.00
Monthly Recurring Service Charge - 1 Gig EVC (E-LAN)	Year 3	12	\$2,900.00	\$34,800.00
Monthly Recurring Service Charge - 1 Gig EVC (E-LAN)	Year 4	12	\$2,900.00	\$34,800.00

Total Price: \$139,200.00

Bid will be evaluated on Total Cost, but Contract Award will be for Year One only.
Years 2,3, and 4 are Optional Renewal Years.

Vendor should not alter pricing page and should fill out pricing page as is.
The addition of alterations to the pricing page and/or addition of
commodities other than those listed on the pricing page online or as an
attachment will result in disqualification of bid submittal.



Jim Justice
Governor
Chair

John B. McCuskey
State Auditor
Executive Secretary

John D. Perdue
State Treasurer
Member

State of West Virginia

West Virginia Enterprise Resource Planning Board
State Capitol, Building 1, Suite W-100
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

Toll Free: (877) 982-9148
Telephone: (304) 558-2251
Fax: (304) 558-5200
www.wvoasis.gov

July 8, 2020

Ms. Melissa Pettrey
West Virginia Department of Administration
Purchasing Division
2019 Washington Street, East
Charleston, WV 25301

Re: CCT ERP20*002 – Segra – PTP Connection – Change Order #1

Ms. Pettrey:

The purpose of this change order #1 is to establish a start date for this contract, pursuant to the Contract between the West Virginia Enterprise Resource Planning Board on behalf of the State of West Virginia, and Segra. As per Section 4.1.8 of the specifications, "...Start date of the Monthly Recurring Charge shall be established through a Change Order upon successful testing and the circuit is accepted as fully operational by the Agency."

The WV Enterprise Resource Planning Board made Segra aware on May 14, 2020, that the circuit was accepted as fully operational. The vendor, Segra, has provided a pro-rated invoice for the period of May 14 – May 30, 2020, and has accepted this start date as valid. Also, you will find an attached email communication with the vendor, confirming the May 14, 2020 start date.

Please feel free to contact me with any further questions.

Sincerely,


Evan Pauley
Controller



Jim Justice
Governor
Chair

John B. McCuskey
State Auditor
Executive Secretary

Riley More
State Treasurer
Member

State of West Virginia
West Virginia Enterprise Resource Planning Board
State Capitol, Building 1, Suite W-100
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

Toll Free: (877) 982-9148
Telephone: (304) 558-2251
Fax: (304) 558-5200
www.wvoasis.gov

Segra
One Lumos Plaza
PO Box 1068
Waynesboro, VA 22980

Re: CCT ERP2000000002 - Network Services - WVNET Connection

Segra,

The WV ERP Board is requesting renewal of contract CCT ERP2000000002 for network services to provide a full duplex network fiber connection (User Network Interface (UNI)) to the WV ERP Switch Room located at 1007 Bullitt Street, Charleston, WV, 25301 and between the WV ERP Switch Room and WVNET, 837 Chestnut Ridge Rd., Morgantown, WV, 26505 for the period of 05/14/2021 - 05/13/2022. Upon acceptance of this renewal request, this contract will be renewed under the same terms and conditions as per the original agreement.

Please review, sign and date below, scan, and email back to me in time for us to complete this renewal by May 14, 2021. Please also complete the Purchasing Affidavit that is attached.

Thank you for your attention to this matter. If you have any questions, please call me at 304-356-2462 or email me at Evan.Pauley@wvoasis.gov.

Sincerely,


Evan Pauley
Controller

We agree to renew the contract for the period as stated above at the same terms and conditions in the original agreement and any change orders thereto.


Name and Title


Date



Jim Justice
Governor
Chair

John B. McCuskey
State Auditor
Executive Secretary

Riley Moore
State Treasurer
Member

State of West Virginia

West Virginia Enterprise Resource Planning Board
State Capitol, Building 1, Suite W-100
1900 Kanawha Boulevard, East
Charleston, West Virginia 25305

Toll Free: (877) 982-9148
Telephone: (304) 558-2251
Fax: (304) 558-5200
www.wvoasis.gov

Segra
One Lumos Plaza
PO Box 1068
Waynesboro, VA 22980

Re: CCT ERP2000000002 – Network Services – WVNET Connection

Segra,

The WV ERP Board is requesting renewal of contract CCT ERP2000000002 for network services to provide a full duplex network fiber connection (User Network Interface (UNI) to the WV ERP Switch Room located at 1007 Bullitt Street, Charleston, WV, 25301 and between the WV ERP Switch Room and WVNET, 837 Chestnut Ridge Rd., Morgantown, WV, 26505 for the period of 05/14/2022 – 05/13/2023. Upon acceptance of this renewal request, this contract will be renewed under the same terms and conditions as per the original agreement.

Please review, sign and date below, scan, and email back to me in time for us to complete this renewal by May 14, 2022. Please also complete the Purchasing Affidavit that is attached.

Thank you for your attention to this matter. If you have any questions, please call me at 304-935-0425 or email me at Evan.Pauley@wvoasis.gov.

Sincerely,

Evan Pauley
Controller

We agree to renew the contract for the period as stated above at the same terms and conditions in the original agreement and any change orders thereto.

Greg Florence, CAE II
Name and Title

4/25/22
Date