



**Sandra K. Hawkins
Verizon Business
1410 MacCorkle Ave.
Charleston WV 25314**

June 8, 2006

Roberta Wagner
Purchasing Division
2019 Washington Street, East
Charleston, WV 25305-0130

Dear Ms. Wagner:

Thank you for the opportunity to present RFQ HHR70030 for Health and Human Resources. Verizon is excited about the prospect of providing a fiber optic cable network to meet Health and Human Resources requirements.

After reviewing the enclosed response, we are confident you will find we can provide Health and Human Resources with the level of support and the quality of service they require. As one of our most important customers, we have responded to your requirements in a priority manner and that commitment is ongoing. Our team can provide you with the expertise that is needed, allowing Health and Human Resources to concentrate on their core competencies.

Thank you for the opportunity to present this proposal. Please feel free to contact me at (304) 344.6700 with any questions or concerns. We are looking forward to hearing from you.

Sincerely,

A handwritten signature in black ink that reads "Sandra K. Hawkins". The signature is written in a cursive, flowing style.

Sandra K. Hawkins
Corporate Account Manager III

Verizon Business has provided this RFP response on behalf of Verizon West Virginia Inc. for local regulated services ("Verizon"). Notwithstanding anything to the contrary, the services proposed herein shall be subject to such orders, rulings, and tariffs now or hereafter issued or filed with the West Virginia Public Service Commission. In addition, the pricing quoted in Verizon's response are based upon the costs and risks of doing business pursuant to the terms and conditions contained in Verizon's standard service agreements, which are enclosed and incorporated herein. Verizon's provision of such service shall be contingent upon the availability of suitable facilities needed to provide the service in accordance with Verizon's standard methods and procedures.



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

Request for Quotation

RFQ NUMBER
HHR70030

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ADDRESS CORRESPONDENCE TO ATTENTION OF
ROBERTA WAGNER 304-558-0067

VENDOR

Verizon West Virginia Inc
 1410 MacCorkle Avenue SE
 Charleston, WV 25314

SHIP TO

HEALTH AND HUMAN RESOURCES
 MANAGEMENT INFORMATION SERVICE
 DIAMOND BUILDING, ROOM 313
 350 CAPITOL STREET
 CHARLESTON, WV
 25301 304-558-7816

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
05/18/2006				
BID OPENING DATE: 06/21/2006		BID OPENING TIME 01:30PM		

LINE	QUANTITY	UOP	CAT NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
REQUEST FOR QUOTATION						
THE WEST VIRGINIA DIVISION OF PURCHASING IS SOLICITING BIDS FOR DHR TO PROVIDE FIBER OPTIC CABLE NETWORK PER THE ATTACHED SPECIFICATIONS.						
PLEASE NOTE THE FOLLOWING ATTACHMENTS:						
1) HHR70030 SPECIFICATIONS						
2) WV-96 AGREEMENT ADDENDUM						
3) AFFIDAVIT						

PLEASE MAKE SURE THAT ALL MANDATORY ITEMS ARE ADDRESSED IN YOUR BIDS.						

0001	1	JB		725-23		
PROVIDE CABLE SERVICES FOR LOCAL FIBER OPTIC NETWORK						
PROVIDE SINGLE MODE FIBER OPTIC FACILITIES TO PROVIDE 100MG, FULL DUPLEX ETHERNET CONNECTIVITY FROM THE DIAMOND BUILDING (350 CAPITOL STREET IN DOWNTOWN CHARLESTON) TO BUILDING 6 AT THE CAPITOL COMPLEX, 10 MB FULL DUPLEX ETHERNET CONNECTIVITY FROM THE DIAMOND BUILDING TO THE HUMAN RIGHTS						

See Pricing Page 9

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
Suleiman Hossami	304-344-6700	6/15/06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VP-PCM	55-0142020	

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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				COMMISSION (1321 PLAZA EAST), 10 MB FULL DUPLEX EITHER CONNECTIVITY FROM THE DIAMOND BUILDING TO RAPIDS PROJECT (1012 KANAWHA BLVD.) AND 10 MG, FULL DUPLEX ETHERNET CONNECTIVITY FROM THE DIAMOND BUILDING TO THE KANAWHA COUNTY DHHR OFFICE (4190 WEST WASHINGTON ST.), PER THE ATTACHED SPECIFICATIONS.		
				EXHIBIT 3		
				LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE ON AND EXTENDS FOR A PERIOD OF ONE (1) YEAR OR UNTIL SUCH "REASONABLE TIME" THEREAFTER AS IS NECESSARY TO OBTAIN A NEW CONTRACT OR RENEW THE ORIGINAL CONTRACT. THE "REASONABLE TIME" PERIOD SHALL NOT EXCEED TWELVE (12) MONTHS. DURING THIS "REASONABLE TIME" THE VENDOR MAY TERMINATE THIS CONTRACT FOR ANY REASON UPON GIVING THE DIRECTOR OF PURCHASING 30 DAYS WRITTEN NOTICE.		
				UNLESS SPECIFIC PROVISIONS ARE STIPULATED ELSEWHERE IN THIS CONTRACT DOCUMENT, THE TERMS, CONDITIONS AND PRICING SET HEREIN ARE FIRM FOR THE LIFE OF THE CONTRACT.		
				RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL WRITTEN CONSENT OF THE SPENDING UNIT AND VENDOR, SUBMITTED TO THE DIRECTOR OF PURCHASING THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE. SUCH RENEWAL SHALL BE IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE ORIGINAL CONTRACT AND SHALL BE LIMITED TO TWO (2) ONE (1) YEAR PERIODS.		
				CANCELLATION: THE DIRECTOR OF PURCHASING RESERVES THE RIGHT TO CANCEL THIS CONTRACT IMMEDIATELY UPON WRITTEN NOTICE TO THE VENDOR IF THE COMMODITIES AND/OR SERVICE		

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Suleiman Desami</i>	TELEPHONE 304 344-6700	DATE 6/15/06
TITLE VP-PCM	FEIN 55-0142020	ADDRESS CHANGES TO BE NOTED ABOVE

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<p>SUPPLIED ARE OF AN INFERIOR QUALITY OR DO NOT CONFORM TO THE SPECIFICATIONS OF THE BID AND CONTRACT HEREIN.</p> <p>OPEN MARKET CLAUSE: THE DIRECTOR OF PURCHASING MAY AUTHORIZE A SPENDING UNIT TO PURCHASE ON THE OPEN MARKET, - WITHOUT THE FILING OF A REQUISITION OR COST ESTIMATE, ITEMS SPECIFIED ON THIS CONTRACT FOR IMMEDIATE DELIVERY IN EMERGENCIES DUE TO UNFORESEEN CAUSES (INCLUDING BUT NOT LIMITED TO DELAYS IN TRANSPORTATION OR AN UNANTICIPATED INCREASE IN THE VOLUME OF WORK.)</p> <p>BANKRUPTCY: IN THE EVENT THE VENDOR/CONTRACTOR FILES FOR BANKRUPTCY PROTECTION, THIS CONTRACT IS AUTOMATICALLY NULL AND VOID, AND IS TERMINATED WITHOUT FURTHER ORDER.</p> <p>THE TERMS AND CONDITIONS CONTAINED IN THIS CONTRACT SHALL SUPERSEDE ANY AND ALL SUBSEQUENT TERMS AND CONDITIONS WHICH MAY APPEAR ON ANY ATTACHED PRINTED DOCUMENTS SUCH AS PRICE LISTS, ORDER FORMS, SALES AGREEMENTS OR MAINTENANCE AGREEMENTS, INCLUDING ANY ELECTRONIC MEDIUM SUCH AS CD-ROM.</p> <p>REV. 04/11/2001</p> <p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON TUESDAY, MAY 30, 2006. QUESTIONS MAY BE SENT VIA USES, FAX, COURIER OR EMAIL. IN ORDER TO ASSURE NO VENDOR RECEIVES AN UNFAIR ADVANTAGE, NO SUBSTANTIVE QUESTIONS WILL BE ANSWERED ORALLY. IF POSSIBLE, E-MAIL QUESTIONS ARE PREFERRED. ADDRESS INQUIRIES TO:</p>						

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SIGNATURE	TELEPHONE	DATE
<i>Sulaiman Hossain</i>	304 344 6700	6/15/06
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
VP-PCM	55-0142020	

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ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 EMAIL: RWAGNER@WVADMIN.GOV						
VENDOR PREFERENCE CERTIFICATE						
CERTIFICATION AND APPLICATION* IS HEREBY MADE FOR PREFERENCE IN ACCORDANCE WITH WEST VIRGINIA CODE, 5A-3-37 (DOES NOT APPLY TO CONSTRUCTION CONTRACTS).						
A. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:						
<input type="checkbox"/> BIDDER IS AN INDIVIDUAL RESIDENT VENDOR AND HAS RESIDED CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR						
<input checked="" type="checkbox"/> BIDDER IS A PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR AND HAS MAINTAINED ITS HEAD-QUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR 80% OF THE OWNERSHIP INTEREST OF BIDDER IS HELD BY ANOTHER INDIVIDUAL, PARTNERSHIP, ASSOCIATION OR CORPORATION RESIDENT VENDOR WHO HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS CONTINUOUSLY IN WEST VIRGINIA FOR FOUR (4)						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Suleman Hossaini</i>	TELEPHONE 304 344-6700	DATE 06/15/06	
TITLE VP-PCM	FEIN 55-0142020	ADDRESS CHANGES TO BE NOTED ABOVE	

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<p>YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION; OR</p> <p>() BIDDER IS A CORPORATION NONRESIDENT VENDOR WHICH HAS AN AFFILIATE OR SUBSIDIARY WHICH EMPLOYS A MINIMUM OF ONE HUNDRED STATE RESIDENTS AND WHICH HAS MAINTAINED ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA CONTINUOUSLY FOR THE FOUR (4) YEARS IMMEDIATELY PRECEDING THE DATE OF THIS CERTIFICATION.</p> <p>B. APPLICATION IS MADE FOR 2.5% PREFERENCE FOR THE REASON CHECKED:</p> <p>(X) BIDDER IS A RESIDENT VENDOR WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES WORKING ON THE PROJECT BEING BID ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID;</p> <p>OR</p> <p>() BIDDER IS A NONRESIDENT VENDOR EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS OR IS A NONRESIDENT VENDOR WITH AN AFFILIATE OR SUBSIDIARY WHICH MAINTAINS ITS HEADQUARTERS OR PRINCIPAL PLACE OF BUSINESS WITHIN WEST VIRGINIA EMPLOYING A MINIMUM OF ONE HUNDRED STATE RESIDENTS WHO CERTIFIES THAT, DURING THE LIFE OF THE CONTRACT, ON AVERAGE AT LEAST 75% OF THE EMPLOYEES OR BIDDERS' AFFILIATE'S OR SUBSIDIARY'S EMPLOYEES ARE RESIDENTS OF WEST VIRGINIA WHO HAVE RESIDED IN THE STATE CONTINUOUSLY FOR THE TWO YEARS IMMEDIATELY PRECEDING SUBMISSION OF THIS BID.</p> <p>BIDDER UNDERSTANDS IF THE SECRETARY OF TAX & REVENUE DETERMINES THAT A BIDDER RECEIVING PREFERENCE HAS FAILED TO CONTINUE TO MEET THE REQUIREMENTS FOR SUCH</p>						

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SIGNATURE <i>Suleiman Hossain</i>	TELEPHONE 304 344-6700	DATE 6/15/06
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<p>PREFERENCE, THE SECRETARY MAY ORDER THE DIRECTOR OF PURCHASING TO: (A) RESCIND THE CONTRACT OR PURCHASE ORDER ISSUED; OR (B) ASSESS A PENALTY AGAINST SUCH BIDDER IN AN AMOUNT NOT TO EXCEED 5% OF THE BID AMOUNT AND THAT SUCH PENALTY WILL BE PAID TO THE CONTRACTING AGENCY OR DEDUCTED FROM ANY UNPAID BALANCE ON THE CONTRACT OR PURCHASE ORDER.</p> <p>BY SUBMISSION OF THIS CERTIFICATE, BIDDER AGREES TO DISCLOSE ANY REASONABLY REQUESTED INFORMATION TO THE PURCHASING DIVISION AND AUTHORIZES THE DEPARTMENT OF TAX AND REVENUE TO DISCLOSE TO THE DIRECTOR OF PURCHASING APPROPRIATE INFORMATION VERIFYING THAT BIDDER HAS PAID THE REQUIRED BUSINESS TAXES, PROVIDED THAT SUCH INFORMATION DOES NOT CONTAIN THE AMOUNTS OF TAXES PAID NOR ANY OTHER INFORMATION DEEMED BY THE TAX COMMISSIONER TO BE CONFIDENTIAL.</p> <p>UNDER PENALTY OF LAW FOR FALSE SWEARING (WEST VIRGINIA CODE 61-5-3), BIDDER HEREBY CERTIFIES THAT THIS CERTIFICATE IS TRUE AND ACCURATE IN ALL RESPECTS; AND THAT IF A CONTRACT IS ISSUED TO BIDDER AND IF ANYTHING CONTAINED WITHIN THIS CERTIFICATE CHANGES DURING THE TERM OF THE CONTRACT, BIDDER WILL NOTIFY THE PURCHASIN DIVISION IN WRITING IMMEDIATELY.</p>						
				BIDDER: <i>Verizon WV Inc</i>		
				DATE: <i>6/15/06</i>		
				SIGNED: <i>Suleiman Hessami</i>		

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TITLE VP-FCM	FEIN 55-0142020	ADDRESS CHANGES TO BE NOTED ABOVE

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				TITLE: <u>VP-PCM</u>		
	<p>* CHECK ANY COMBINATION OF PREFERENCE CONSIDERATION(S) IN EITHER "A" OR "B", OR BOTH "A" AND "B" WHICH YOU ARE ENTITLED TO RECEIVE. YOU MAY REQUEST UP TO THE MAXIMUM 5% PREFERENCE FOR BOTH "A" AND "B". (REV. 12/00)</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED ALONG WITH A CONVENIENCE COPY TO:</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p> <p>BID MUST CONTAIN THIS INFORMATION ON THE FACE OF THE ENVELOPE OR THE BID MAY NOT BE CONSIDERED:</p> <p>SEALED BID</p> <p>BUYER:-----FILE 22-----</p> <p>RFQ. NO.:-----HHR70030-----</p> <p>BID OPENING DATE:-----JUNE 21, 2006-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p>					

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Suleiman Nassam</i>	304 344-6700	6/15/06
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PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: ----- 304 341-1464 ----- CONTACT PERSON (PLEASE PRINT CLEARLY): ----- Sandra K. Hawkins -----						
***** THIS IS THE END OF RFQ HHR70030 ***** TOTAL:						See Spec Sheet

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Suleiman Hessami TELEPHONE 304 344-6700 DATE 6/15/06

TITLE VP-PCM FEIN 55-0142020 ADDRESS CHANGES TO BE NOTED ABOVE

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Specifications for HHR60037

1. Provide single mode fiber optic facilities to provide 100MB, full duplex Ethernet connectivity from the Diamond Building (350 Capitol St. in downtown Charleston) to Building 6 at the Capitol Complex, 10 MB full duplex Ethernet connectivity from the Diamond Building to the Human Rights Commission (1321 Plaza East), 10 MB full duplex Ethernet connectivity from the Diamond Building to the RAPIDS Project (1012 Kanawha Blvd.), and 10 MB, full duplex Ethernet connectivity from the Diamond Building to the Kanawha County DHHR Office (4190 West Washington St).
Verizon Response: Read and understands

Pricing for HHR60037				
Location	Upgrade to 100MB	2 nd Year of maintenance	3 rd Year of maintenance	1 st year of service (including maintenance)
350 Capitol to Bldg. 6 (100 MB)	N/A	\$1850.00/mo	\$1700.00/mo	\$2000.00/mo
350 Capitol to Plaza East (10 MB)	No NRC, MRC based on term pricing	\$950.00/mo	\$900.00/mo	\$1000.00/mo
350 Capitol to 1012 Kanawha Blvd. (10 MB)	No NRC, MRC based on term pricing	\$950.00/mo	\$900.00/mo	\$1000.00/mo
350 Capitol to 4190 W. Washington St. (10MB)	No NRC, MRC based on term pricing	\$950.00/mo	\$900.00/mo	\$1000.00/mo

*Verizon has provided 1 year, 2 year, and 3 year term pricing.
NRC (non recurring charges), MRC (monthly recurring charges)

2. The system will be installed and operational within 30 days of contract award.
Verizon Response: Read and understands that this timeline is dependant on fiber availability at the time of the order and right of way agreement(s).
3. The vendor will provide pricing for one year with two option years available at the discretion of DHHR. Monthly recurring charges will be in arrears.
Verizon Response: Verizon has provided One year, Two year, and Three year term pricing.
4. Cost evaluation of this bid will be based on any installation fees, monthly recurring cost, and any associated one time cost for the period of 12 months. All vendor costs must be clearly identified in their bid.
Verizon Response: Read and complies
6. DHHR must have the ability to switch to 100MB Ethernet at any time during this contract with adequate prior notice to the vendor. Vendors must identify the prior notice that they require in their bid.

Verizon Response: Read and understands. Verizon will require that DHHR process a TCR to switch service to 100mb.

7. Vendors must provide the names and primary contacts of three current customers to whom they are providing the same or similar service being bid.

Verizon Response: Harrison County Schools Jim Eschermann
 Henrico County Public Schools Lloyd Brown
 University of Pittsburg Med Ctr Deb Salava

9. All circuits being proposed must be dedicated for the State of West Virginia's use only.

Verizon Response: Read, understands and will comply.

10. Facilities may be a combination of aerial and underground connection.

Verizon Response: Read, understands, and will comply.

11. Vendor must respond to service requests within .5 hours and have a technician on-site within 3 hours of notification of an outage from OMIS.

Verizon Response: Read, understands, and will comply.

12. Vendors will include pricing for a service contract for the second and third years following installation, to be executed at the DHHR's option. Vendors will be required to sign the attached WV-96 form and No-Debt Affidavit.

Verizon Response: Read, understands, and will comply.

Note: There is no question 5 & 8 in RFQ.

A F F I D A V I T**West Virginia Code §5A-3-10a states:**

No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and the debt owned is an amount greater than one thousand dollars in the aggregate.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Debtor" means any individual, corporation, partnership, association, limited liability company or any other form or business association owing a debt to the state or any of its political subdivisions.

"Political subdivision" means any county commission; municipality; county board of education; any instrumentality established by a county or municipality; any separate corporation or instrumentality established by one or more counties or municipalities, as permitted by law; or any public body charged by law with the performance of a government function or whose jurisdiction is coextensive with one or more counties or municipalities.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

EXCEPTION:

The prohibition of this section does not apply where a vendor has contested any tax administered pursuant to chapter eleven of this code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

LICENSING:

The vendor must be licensed in accordance with any and all state requirements to do business with the state of West Virginia.

CONFIDENTIALITY:

The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures and rules. Vendors should visit www.state.wv.us/admin/purchase/privacy for the Notice of Agency Confidentiality Policies.

Under penalty of law for false swearing (West Virginia Code, §61-5-3), it is hereby certified that the vendor acknowledges the information in this said affidavit and are in compliance with the requirements as stated.

Vendor's Name: Verizon West Virginia Inc

Authorized Signature: Suleiman Nassani Date: 6/15/06

AGREEMENT ADDENDUM

In the event of conflict between this addendum and the agreement, this addendum shall control:

1. **ARBITRATION** - Any references to arbitration contained in the agreement are hereby deleted. Disputes arising out of the agreement shall be presented to the West Virginia Court of Claims.
2. **HOLD HARMLESS** - Any clause requiring the Agency to indemnify or hold harmless any party is hereby deleted in its entirety.
3. **GOVERNING LAW** - The agreement shall be governed by the laws of the State of West Virginia. This provision replaces any references to any other State's governing law.
4. **TAXES** - Provisions in the agreement requiring the Agency to pay taxes are deleted. As a State entity, the Agency is exempt from Federal, State, and local taxes and will not pay taxes for any Vendor including individuals, nor will the Agency file any tax returns or reports on behalf of Vendor or any other party.
5. **PAYMENT** - Any references to prepayment are deleted. Payment will be in arrears.
6. **INTEREST** - Should the agreement include a provision for interest on late payments, the Agency agrees to pay the maximum legal rate under West Virginia law. All other references to interest or late charges are deleted.
7. **RECOUPMENT** - Any language in the agreement waiving the Agency's right to set-off, counterclaim, recoupment, or other defense is hereby deleted.
8. **FISCAL YEAR FUNDING** - Service performed under the agreement may be continued in succeeding fiscal years for the term of the agreement, contingent upon funds being appropriated by the Legislature or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the agreement shall terminate without penalty on June 30. After that date, the agreement becomes of no effect and is null and void. However, the Agency agrees to use its best efforts to have the amounts contemplated under the agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
9. **STATUTE OF LIMITATION** - Any clauses limiting the time in which the Agency may bring suit against the Vendor, lessor, individual, or any other party are deleted.
10. **SIMILAR SERVICES** - Any provisions limiting the Agency's right to obtain similar services or equipment in the event of default or non-funding during the term of the agreement are hereby deleted.
11. **ATTORNEY FEES** - The Agency recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null and void.
12. **ASSIGNMENT** - Notwithstanding any clause to the contrary, the Agency reserves the right to assign the agreement to another State of West Virginia agency, board or commission upon thirty (30) days written notice to the Vendor and Vendor shall obtain the written consent of Agency prior to assigning the agreement.
13. **LIMITATION OF LIABILITY** - The Agency, as a State entity, cannot agree to assume the potential liability of a Vendor. Accordingly, any provision limiting the Vendor's liability for direct damages or limiting the Vendor's liability under a warranty to a certain dollar amount or to the amount of the agreement is hereby deleted. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.
14. **RIGHT TO TERMINATE** - Agency shall have the right to terminate the agreement upon thirty (30) days written notice to Vendor.
15. **TERMINATION CHARGES** - Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.
16. **RENEWAL** - Any reference to automatic renewal is hereby deleted. The agreement may be renewed only upon mutual written agreement of the parties.
17. **INSURANCE** - Any provision requiring the Agency to insure equipment or property of any kind and name the Vendor as beneficiary or as an additional insured is hereby deleted.
18. **RIGHT TO NOTICE** - Any provision for repossession of equipment without notice is hereby deleted. However, the Agency does recognize a right of repossession with notice.
19. **ACCELERATION** - Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.
20. **AMENDMENTS** - All amendments, modifications, alterations or changes to the agreement shall be in writing and signed by both parties. No amendment, modification, alteration or change may be made to this addendum without the express written approval of the Purchasing Division and the Attorney General.

ACCEPTED BY:
STATE OF WEST VIRGINIA

Spending Unit: _____

Signed: _____

Title: _____

Date: _____

VENDOR

Company Name: Verizon West Virginia Inc

Signed: Suleiman Hessoani

Title: VP-PCM

Date: 6/15/06



APPLICATION FOR SERVICE

Customer Name: Health and Human Resources	Main Billing Tel. No: 304 558-3456
Address: 350 Capitol Street Charleston WV 25301	VSA No. (if applicable) Amendment No. (if applicable)

Customer applies for and agrees to purchase from Verizon West Virginia Inc. ("Verizon") the services identified below and as further described in Verizon's applicable tariffs (the "Services"), for a minimum period of _____ (___) consecutive months following execution of this Application and commencement of Services hereunder (the "Service Period"). The Services will be provided subject to the terms and conditions of Verizon's applicable tariffs in effect during the Service Period (the "Tariffs"), which are incorporated by this reference, and subject to the availability of suitable facilities.

If Customer terminates this Application or any Services prior to expiration of the Service Period, Customer will promptly pay to Verizon any termination and cancellation charges specified in the Tariffs. The rates for the Services shall be as set forth in the Tariffs, which rates are summarized below. Customer shall also pay all applicable charges, fees, taxes and tariff surcharges, including federal End User Common Line Charges, charged pursuant to applicable law, regulations or Tariffs.

Quantity	Service Provided pursuant to (check one): <input type="checkbox"/> State Tariff <input type="checkbox"/> FCC Tariff	Monthly Unit Rate	Non-recurring Charges / Unit
	See pricing on specification for HHR 70030 and PO		

Note: Any mileage quantities listed in the table above shall be deemed initial estimates, and billing will be based on actual mileage.

The Services will be provided at the following Customer locations:

- 350 Capitol Street to Building 6
- 350 Capitol Street to Plaza East
- 350 Capitol Street to 1012 Kanawha Blvd
- 350 Capitol Street to 4190 W Washington St

The provision of any additional locations and/or quantities of Services will be subject to Verizon's applicable Tariffs. Additional charges may also be required if suitable facilities are not available to provide the Service at any locations.

Verizon may assign or transfer part or all of this Application to any of its affiliates. Upon reasonable prior written notice to Verizon and consistent with applicable Tariff supersedure or other regulatory requirements, Customer may assign or transfer this Application to any company that is the successor to substantially all of its assets. All other attempted assignments shall be void without the prior written consent of the other party.

This Application and the Tariffs constitute the entire agreement between Customer and Verizon regarding the Services, and supersede all prior oral or written quotations, communications, understandings or agreements. In the event of a conflict between the Tariffs and this Application, the Tariffs shall control. Customer represents that its execution of this Application is based solely on its independent assessment of the rights and obligations set forth herein and not on any other oral or written quotations, communications, understandings or agreements.

Agreed and accepted::

Health & Human Resources (Customer)

By _____



Name/title _____

Date _____

