

verizonbusiness

A PROPOSAL TO

STATE OF WEST VIRGINIA

For

**HHR10073
(Original)**

March 4, 2010

RECEIVED

2010 MAR -4 PM 12:01

VIRGINIA STATE
DUBOY



PRESENTED BY:

Sandra K. Hawkins
Senior Corporate Account Manager
304-344-6700
304-807-0207
sandra.k.hawkins@verizonbusiness.com

Corporate Policy Statement

Policy No.: CPS-103
Issued: April 10, 2009
Subject: Authority to Approve Transactions



CPS-103

LETTER OF DELEGATION OF AUTHORITY

Within the authority granted to me in CPS-103, "Authority to Approve Transactions," I delegate to David K. Brown, Executive Director, Pricing & Contract Management (VZ ID [redacted]), the authority to perform the following functions:

Execute and deliver Verizon Business Customer Contracts and Proposals, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies

This will be effective beginning on September 15, 2009 and end on July 31, 2010 or earlier if rescinded by me

Distribution:

Regardless of the business unit's specific system used:

- The person delegated authority must retain a copy of form I delegation, either electronic or hard copy.
- The person granting the delegation must retain the Form I delegation, either electronic or hard copy; send a copy to the delegate, and ensure the delegation is entered into the Accounts Payable system.

Retention:

Retain for one (1) year after expiration date

Approved By:

[Signature] 9/2/09
Signature Date

Suleiman Hessami
Name
Vice President, Pricing & Contract Management (Band [redacted])
Title and Career Band
Verizon Business Network Services ([redacted])
Company Code
[redacted]
Responsibility Code or Cost Center Code
[redacted]
VZ ID

Corporate Policy Statement

Policy No.: CPS-103
Issued: April 10, 2009
Subject: Authority to Approve Transactions



CPS-103

LETTER OF DELEGATION OF AUTHORITY

Within the authority delegated to me in accordance with CPS-103, "Authority to Approve Transactions," I delegate to Jacqualynn A Whiting, Director, Pricing & Contract Management (VZ ID [redacted]), the authority to perform the following functions:

Execute and deliver Verizon Business Customer Contracts and Proposals, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies

This will be effective beginning on September 15, 2009 and end on July 31, 2010 or earlier if rescinded by me

Distribution:

Regardless of the business unit's specific system used:

- The person delegated authority must retain a copy of form I delegation either electronic or hard copy
- The person granting the delegation must retain the Form I delegation, either electronic or hard copy; send a copy to the delegate, and ensure the delegation is entered into the Accounts Payable system

Retention:

Retain for one (1) year after expiration date

Approved By:

[Signature] 9/8/09
Signature Date

David K. Brown
Name
Executive Director, Pricing & Contract Management (Band [redacted])
Title and Career Band
Verizon Business Network Services ([redacted])
Company Code
[redacted]
Responsibility Code or Cost Center Code
[redacted]
VZ ID

Corporate Policy Statement

Policy No.: CPS-103
Issued: April 10, 2009
Subject: Authority to Approve Transactions



CPS-103

LETTER OF DELEGATION OF AUTHORITY

Within the authority delegated to me in accordance with CPS-103, "Authority to Approve Transactions," I delegate to Patricia Lynne Myers, Manager, Pricing & Contract Management (VZ ID [redacted]), the authority to perform the following functions:

Execute and deliver Verizon Business Customer Contracts and Proposals, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies

This will be effective beginning on September 15, 2009 and end on July 31, 2010 or earlier if rescinded by me

Distribution:

Regardless of the business unit's specific system used:

- The person delegated authority must retain a copy of form I delegation, either electronic or hard copy
- The person granting the delegation must retain the Form I delegation, either electronic or hard copy; send a copy to the delegate, and ensure the delegation is entered into the Accounts Payable system

Retention:

Retain for one (1) year after expiration date

Approved By:

[Signature] 9/11/09
Signature Date

Jacqualynn A Whiting
Name
Director, Pricing & Contract Management (Band [redacted])
Title and Career Band
Verizon Business Network Services ([redacted])
Company Code
[redacted]
Responsibility Code or Cost Center Code
[redacted]
VZ ID

Corporate Policy Statement

Policy No.: CPS-103
Issued: April 10, 2009
Subject: Authority to Approve Transactions



CPS-103

LETTER OF DELEGATION OF AUTHORITY

Within the authority delegated to me in accordance with CPS-103, "Authority to Approve Transactions," I delegate to Marsha Kepper Harrell, Senior Consultant, Pricing & Contract Management (VZ ID [redacted]), the authority to perform the following functions:

Execute and deliver Verizon Business Customer Contracts and Proposals, including any and all ancillary documents and amendments related thereto, that are duly approved in accordance with then-applicable Verizon Business corporate policies

This will be effective beginning on September 15, 2009 and end on July 31, 2010 or earlier if rescinded by me

Distribution:

Regardless of the business unit's specific system used:

- The person delegated authority must retain a copy of form I delegation, either electronic or hard copy
- The person granting the delegation must retain the Form I delegation, either electronic or hard copy; send a copy to the delegate, and ensure the delegation is entered into the Accounts Payable system

Retention:

Retain for one (1) year after expiration date

Approved By:

[Signature] 9/15/09
Signature Date

Patricia Lynne Myers
Name
Manager, Pricing & Contract Management (Band [redacted])
Title and Career Band
Verizon Business Network Services ([redacted])
Company Code
[redacted]
Responsibility Code or Cost Center Code
[redacted]
VZ ID

**GENERAL TERMS & CONDITIONS
REQUEST FOR QUOTATION (RFQ) AND REQUEST FOR PROPOSAL (RFP)**

1. Awards will be made in the best interest of the State of West Virginia.
 2. The State may accept or reject in part, or in whole, any bid.
 3. Prior to any award, the apparent successful vendor must be properly registered with the Purchasing Division and have paid the required \$125 fee.
 4. All services performed or goods delivered under State Purchase Order/Contracts are to be continued for the term of the Purchase Order/Contracts, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods this Purchase Order/Contract becomes void and of no effect after June 30.
 5. Payment may only be made after the delivery and acceptance of goods or services.
 6. Interest may be paid for late payment in accordance with the *West Virginia Code*.
 7. Vendor preference will be granted upon written request in accordance with the *West Virginia Code*.
 8. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
 9. The Director of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
 10. The laws of the State of West Virginia and the *Legislative Rules* of the Purchasing Division shall govern the purchasing process.
 11. Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon mutual written agreement of the parties.
 12. **BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
 13. **HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement. Provided that the Agency meets the definition of a Cover Entity (45 CFR §160.103) and will be disclosing Protected Health Information (45 CFR §160.103) to the vendor.
 14. **CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/noticeConfidentiality.pdf>.
 15. **LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, and the West Virginia Insurance Commission. The vendor must provide all necessary releases to obtain information to enable the director or spending unit to verify that the vendor is licensed and in good standing with the above entities.
 16. **ANTITRUST:** In submitting a bid to any agency for the State of West Virginia, the bidder offers and agrees that if the bid is accepted the bidder will convey, sell, assign or transfer to the State of West Virginia all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to the bidder.
- I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, or person or entity submitting a bid for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I further certify that I am authorized to sign the certification on behalf of the bidder or this bid.

INSTRUCTIONS TO BIDDERS

1. Use the quotation forms provided by the Purchasing Division. Complete all sections of the quotation form.
2. Items offered must be in compliance with the specifications. Any deviation from the specifications must be clearly indicated by the bidder. Alternates offered by the bidder as **EQUAL** to the specifications must be clearly defined. A bidder offering an alternate should attach complete specifications and literature to the bid. The Purchasing Division may waive minor deviations to specifications.
3. Unit prices shall prevail in case of discrepancy. All quotations are considered F.O.B. destination unless alternate shipping terms are clearly identified in the quotation.
4. All quotations must be delivered by the bidder to the office listed below prior to the date and time of the bid opening. Failure of the bidder to deliver the quotations on time will result in bid disqualifications: Department of Administration, Purchasing Division, 2019 Washington Street East, P.O. Box 50130, Charleston, WV 25305-0130
5. Communication during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited (W Va. C.S.R. §148-1-6.6)



Sandra K. Hawkins
Senior Client Account Manager
1500 MacCorkle Avenue, SE
Charleston WV 25314

March 4, 2010

State of West Virginia
Ms Roberta Wagner
Department of Administration
Purchasing Division
Building 15
2019 Washington Street, East
Charleston, WV 25305-0130

RFQ #: HHR10073

Dear Roberta:

Verizon Business is pleased to submit its proposal to provide cable services for a local fiber optic network for all locations per HHR10073 bid specifications to the State of West Virginia-Department of Health and Human Resources.

Verizon's financial stability and longevity provides the State of West Virginia a long-term partner for providing network services. Verizon is the number one Telecommunications Company provider in North America with assets of \$170 billion and revenues of \$60 billion annually. Verizon is ranked overall number 17 on the list of US Fortune 500 companies. On April 8, 2004, Verizon was added as one of the 30 companies that comprise the DOW Jones Industrial Average. Verizon's core competencies include its robust nationwide network, outstanding customer service, and over 125 years of expertise in delivering voice and data networks in West Virginia. Since 2004, Verizon has consistently been a top performer in customer satisfaction in the telecommunications industry segment by the J D Power and Associates "Major Provider Business Telecommunications Services Study SM"

Verizon Business will provide outstanding service quality, product flexibility, and a local dedicated Account Team.

As one of West Virginia's largest employers, taxpayers, philanthropic providers, and contributors to statewide economic development, Verizon Communications Inc. is a good steward in the State of West Virginia. Verizon made millions of dollars of infrastructure investment in the state, and employs over 2,145 people statewide, with an annual payroll of \$143.3 Million. Verizon

- Pays more than \$45.4 Million annually to 3,171 Retirees living in the state.
- Pays approximately \$53.2 Million annually in health care and costs for employees and retirees
- Paid 2,725 Vendors or Suppliers in the state in 2006.
- Made \$577,885 in Charitable and Civic Contributions statewide during 2006.
- Paid more than \$27.4 Million in West Virginia taxes in 2006
- Invested \$86.3 Million in plant and equipment statewide in 2006.



Verizon Business commits to provide the services as described in this RFQ. I also give my personal commitment of service to the State of West Virginia. I look forward to continuing our business relationship and building an even stronger partnership with the State.

Sincerely,

A handwritten signature in cursive script that reads "Sandra K. Hawkins".

Sandra K. Hawkins
Senior Client Account Manager
Authorized Contact
(304) 344-6700
sandra.k.hawkins@verizonbusiness.com

Services provided by Verizon West Virginia and MCI Communication Services Inc. d/b/a Verizon Business Services herein collectively referred to as ("Verizon") under this bid may be subject to tariff regulation by the Public Service Commission of West Virginia and/or the Federal Communications Commission. Unless specifically addressed within their respective bid responses the terms and conditions set forth in this solicitation shall not add to, vary, or delete the terms and conditions of said tariffs or the Verizon Services Agreement. This response is submitted with the understanding that neither party shall be obligated to provide or purchase any of the services described herein until a mutual understanding is reached and the Agreement is signed by authorized individuals of both parties.

This RFQ Response is the property of Verizon ("Verizon"). It contains confidential and proprietary information and is submitted to the State of West Virginia Department of Health and Human Resources ("Customer") in confidence for use solely for the purpose of evaluating the products and services proposed herein, on condition that you and your representatives have by receiving it, agreed not to reproduce it or copy it, in whole or in part, or to furnish such information to others or to make any other use of it except for the evaluation purposes stated above and to return it to Verizon upon request. In the event that this proposal results in a contract, Customer may retain this proposal for its use in connection with the products and services covered by such contract and for that purpose make such copies thereof as may be necessary. VERIZON ACKNOWLEDGES THAT IN THE EVENT OF A CONTRACT AWARD, ITS BID SHALL BE SUBJECT TO PUBLIC DISCLOSURE UNDER THE WEST VIRGINIA FREEDOM OF INFORMATION ACT EXCEPT THAT ANY INFORMATION DESIGNATED BY VERIZON IN ITS BID TO BE CONFIDENTIAL AND PROPRIETARY SHALL NOT BE SUBJECT TO SUCH PUBLIC DISCLOSURE.

Verizon will be proposing services in this proposal that are offered off of its State procurement contract. Multi Protocol Label Switching (MPLS) Virtual Private Network (VPN) Services & Associated Services (MPLS07), signed by the State of West Virginia Purchasing Division and Verizon Business Network Services Inc. on behalf of: Verizon West Virginia Inc. and MCI Communications Services Inc. d/b/a Verizon Business Services on August 10, 2007.

All services provided pursuant to the Multi Protocol Label Switching (MPLS) Virtual Private Network (VPN) Agreement MPLS07 shall be bound solely by the terms and conditions contained therein, the terms and conditions of this Request for Quotation shall be of no avail.



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
HHR10073

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF:
ROBERTA WAGNER
804-558-0067

RFQ COPY
 TYPE NAME/ADDRESS HERE

Verizon Business Network Services Inc on
 behalf of Verizon West Virginia Inc, MCI
 Communications Services Inc d/b/a Verizon
 Business Services
 1500 MacCorkle Avenue, SE
 Charleston, WV 25396

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
02/02/2010				

BID OPENING DATE: 03/04/2010	BID OPENING TIME: 01:30PM
------------------------------	---------------------------

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
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 COMMISSION (1321 PLAZA EAST), 10 MB FULL DUPLEX EITHER CONNECTIVITY FROM THE DIAMOND BUILDING TO RAPIDS PROJECT (1012 KANAWHA BLVD), AND 10MB 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 AWARD... 2010, 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.						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: *Marsha K. Harrell* TELEPHONE: 3043446700 DATE: 3/2/10

FEIN: 47-0751768 ADDRESS CHANGES TO BE NOTED ABOVE

Marsha K Harrell
 Senior Consultant
 Pricing/Contract Management

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



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
HHR10073

PAGE
2

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

ORDER NO.

Verizon Business Network Services Inc on behalf of Verizon West Virginia Inc, MCI Communications Services Inc d/b/a Verizon Business Services
 1500 MacCorkle Avenue, SE
 Charleston, WV 25396

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
02/02/2010				

BID OPENING DATE: 03/04/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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.</p> <p>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 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>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE Marsha K. Harrell TELEPHONE 3043446700 DATE 3/2/10

Marsha K Harrell
 Senior Consultant
 Pricing/Contract Management

FEIN 47-0751768

ADDRESS CHANGES TO BE NOTED ABOVE

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



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:
HHR10073

PAGE:
3

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

RFQ COPY
 TYPE NAME/ADDRESS HERE

Verizon Business Network Services Inc on
 behalf of Verizon West Virginia Inc, MCI
 Communications Services Inc. d/b/a Verizon
 Business Services
 1500 MacCorkle Avenue, SE
 Charleston, WV 25396

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
02/02/2010				

BID OPENING DATE	BID OPENING TIME
03/04/2010	01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
REV	04/11/2001					
<p>WRITTEN QUESTIONS SHALL BE ACCEPTED THROUGH CLOSE OF BUSINESS ON 2/16/2010. QUESTIONS MAY BE SENT VIA USPS, 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> <p>ROBERTA WAGNER DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25311 FAX: 304-558-4115 EMAIL: ROBERTA.A.WAGNER@WV.GOV</p> <p>NOTICE</p> <p>AN ORIGINAL, SIGNED BID MUST BE SUBMITTED</p> <p>DEPARTMENT OF ADMINISTRATION PURCHASING DIVISION BUILDING 15 2019 WASHINGTON STREET, EAST CHARLESTON, WV 25305-0130</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE: Marsha K. Harrell TELEPHONE: 3043446700 DATE: 3/2/10

FEIN: 47-0751768 ADDRESS CHANGES TO BE NOTED ABOVE

Marsha K Harrell
 Senior Consultant
 Pricing/Contract Management

PLEASE PRINT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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
HHR10073

PAGE
4

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

RFQ COPY

TYPE NAME/ADDRESS HERE

Verizon Business Network Services Inc on behalf of Verizon West Virginia Inc, MCI Communications Services Inc d/b/a Verizon Business Services
 1500 MacCorkle Avenue, SE
 Charleston, WV 25396

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
02/02/2010				

BID OPENING DATE: 03/04/2010 BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<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>PLEASE NOTE: A CONVENIENCE COPY WOULD BE APPRECIATED.</p> <p>BUYER:-----FILE 22-----</p> <p>RFQ NO :-----HHR10073-----</p> <p>BID OPENING DATE:-----3/4/2010-----</p> <p>BID OPENING TIME:-----1:30 PM-----</p> <p>PLEASE PROVIDE A FAX NUMBER IN CASE IT IS NECESSARY TO CONTACT YOU REGARDING YOUR BID: -----304 341 1464-----</p> <p>CONTACT PERSON (PLEASE PRINT CLEARLY): -----Sandra K. Hawkins-----</p> <p>***** THIS IS THE END OF RFQ HHR10073 ***** TOTAL: <u>See Cost Sheet</u></p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE <i>Marsha K. Harrell</i>	TELEPHONE 30434146700	DATE 3/2/10
------------------------------------	-----------------------	-------------

FEIN 47-0751768

Marsha K Harrell
 Senior Consultant
 Pricing/Contract Management

ADDRESS CHANGES TO BE NOTED ABOVE

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

HHR10073 Specifications

1. Vendor shall provide single mode fiber optic facilities/services for the following:
 - a. 100 MB full duplex Ethernet Connectivity from the Diamond Building (350 Capitol St. in downtown Charleston) to Building 6 at the Capitol Complex,
 - b. 10MB full duplex Ethernet connectivity from the Diamond Building (350 Capitol St.) to the Human Rights Commission (1321 Plaza East),
 - c. 10MB full duplex Ethernet connectivity from the Diamond Building (350 Capitol St.) to the RAPIDS Project (1012 Kanawha Blvd.), and
 - d. 10MI3 full duplex Ethernet connectivity from the Diamond Building (350 Capitol St.) to the Kanawha County DHHR Office (4190 West Washington St).

Verizon Response: Read and understands.

2. The system will be installed and operational within 30 days of contract award.

Verizon Response: Because these services are already under contract, Verizon Business and the State of West Virginia have already agreed to the SLAs covering installation of services and will abide by the terms as outlined in MPLS07. Verizon Business will strive to met your request of having the circuit fully operations within 21 calendar days after receipt of P.O. However, we cannot guarantee it.

3. The vendor will provide pricing for one year with the option to renew for two additional years at the discretion of DHHR. Monthly recurring charges will be in arrears.

Verizon Response: Read and understands.

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

along with the 2nd and 3rd years of maintenance. All vendor costs must be clearly identified in their bid.

Verizon Response: Read and understands.

5. DHHR must have the ability to upgrade the 10 MB to 100MB Ethernet and the 100 MB to 1 GB 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. Intervals are identified in the MPLS07 SLAs.

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

Verizon Response: Read and understands.

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

Verizon Response: Read and understands.

8. 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.

Because these services are already under contract, Verizon Business will abide by the agreed-to SLA penalties associated with MPLS.

9. 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 No-Debt Affidavit.

Verizon Response: Read and understands. The No-Debt Affidavit was included in the MPLS07 response.

BID/COST SHEET

	a.	b.	c.	d.
Facility and Connection Locations	350 Capitol to Bldg 6 (100MB)	350 Capitol to Plaza East (10MB)	350 Capitol to 1012 Kanawha Blvd (10 MB)	350 Capitol to 4190 W Washington St (10 MB)
Installation of single mode fiber optic connection between facilities:	\$ 0	\$ 0	\$ 0	\$ 0
1st year of service + maintenance	\$ 38,400	\$ 21,240	\$ 21,240	\$ 21,240
2nd year of service + maintenance	\$ 38,400	\$ 21,240	\$ 21,240	\$ 21,240
3rd year of service + maintenance	\$ 38,400	\$ 21,240	\$ 21,240	\$ 21,240
Total for Three Years	\$ 115,200	\$ 63,720	\$ 63,720	\$ 63,720
(All annual service costs will be paid over a period of 12 months in arrears)				Grand Total \$ 306,360
Facility and Connection Locations	350 Capitol to Bldg 6 (100MB)	350 Capitol to Plaza East (10MB)	350 Capitol to 1012 Kanawha Blvd (10 MB)	
Vendor has the ability to Upgrade connection? Yes/No	<u>1 GB</u> Yes	<u>100 MB</u> Yes	<u>100 MB</u> Yes	<u>100 MB</u> Yes
Additional Annual Cost of Upgrade to above pricing.	\$ 25,200	\$ 17,160	\$ 17,160	\$ 17,160
For upgrade connection, the vendor requires prior notice of :	60 Days	60 Days	60 Days	60 Days

Verizon Business Network Services Inc. on behalf of Verizon West Virginia Inc, MCI Communications Services Inc d/b/a Verizon Business Services

Vendor: _____

Signed by: _____

Marsha K. Harrell

Date

3/2/10

Marsha K Harrell
Senior Consultant
Pricing/Contract Management

AGREEMENT ADDENDUM

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

- 1 **DISPUTES** - Any references in the agreement to arbitration or to the jurisdiction of any court 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 to a certain dollar amount or to the amount of the agreement is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. 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. Agency agrees to pay Vendor for services rendered or goods received prior to the effective date of termination.
- 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 **CONFIDENTIALITY** - Any provision regarding confidentiality of the terms and conditions of the agreement is hereby deleted. State contracts are public records under the West Virginia Freedom of Information Act.
- 21 **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

VENDOR

Spending Unit: _____

Company Name: SEE MPLS07 CONTRACT

Signed: _____

Signed: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

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 exceed 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

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

WITNESS THE FOLLOWING SIGNATURE

Verizon Business Network Services Inc. on behalf of Verizon West Virginia Inc.,

Vendor's Name: MCI Communications Services d/b/a Verizon Business Services

Authorized Signature: Marshak, Harnell Date: 3/2/10

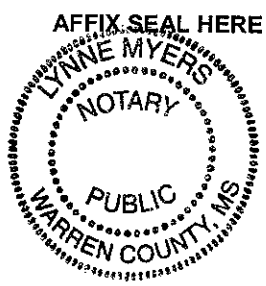
State of Mississippi

County of Warren, to-wit:

Taken, subscribed, and sworn to before me this 2 day of March, 2010

My Commission expires 4/24/10, 20

NOTARY PUBLIC Lynne Myers



Notary Public State of Mississippi
At Large
My Commission Expires
April 24, 2010
BONDED THRU
HEIDEN BROOKS & GARLAND, INC.

State of West Virginia

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). West Virginia Code, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the West Virginia Code. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Resident Vendor Preference, if applicable.

1. Application is made for 2.5% resident vendor preference for the reason checked:

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,

Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters 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) years immediately preceding the date of this certification; or,

X Bidder is a 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; or,

2. Application is made for 2.5% resident vendor preference for the reason checked:

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; or,

3. Application is made for 2.5% resident vendor preference for the reason checked:

X 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 Bidder's 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; or,

4. Application is made for 5% resident vendor preference for the reason checked:

X Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; or,

5. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; or,

6. Application is made for 3.5% resident vendor preference who is a veteran for the reason checked:

Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; 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

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of 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.

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 Purchasing Division in writing immediately.

Bidder: Verizon Business Network Services Inc. on behalf of Verizon West Virginia Inc. MCI Communications Services Inc. d/b/a Verizon Business Services

Signed: Marsha K. Harrell

Date: 3/2/10

Title:

Marsha K Harrell Senior Consultant Pricing/Contract Management

*Check any combination of preference consideration(s) indicated above, which you are entitled to