



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
LOT458

PAGE
1

ADDRESS: CORRESPONDENCE TO ATTENTION OF
SHELLY MURRAY 304-558-8801

VENDOR

\*423152404      304-720-2149  
 FIBERNETLLC  
 1200 GREENBRIER ST  
  
 CHARLESTON WV 25311-1002

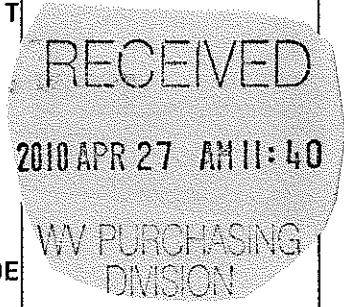
SHIP TO

LOTTERY COMMISSION  
 312 MC CORKLE AVENUE SE  
  
 CHARLESTON, WV  
 25314      348-0500

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/15/2010				

BID OPENING DATE: **04/27/2010**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
0001	1	LS		205-39		
<p>THE WEST VIRGINIA PURCHASING DIVISION, FOR THE AGENCY, THE WEST VIRGINIA LOTTERY, IS SOLICITING BIDS FOR TWO (2) DS3 DATA CIRCUITS PER THE ATTACHED SPECIFICATIONS.</p> <p><b>MANDATORY PRE-BID</b></p> <p>A MANDATORY PRE-BID WILL BE HELD ON 04/06/2010 AT 1:30 PM AT 312 MCCORKLE AVENUE SE; CHARLESTON, WV. ALL INTERESTED PARTIES ARE REQUIRED TO ATTEND THIS MEETING. FAILURE TO ATTEND THE MANDATORY PRE-BID SHALL RESULT IN DISQUALIFICATION OF THE BID. NO ONE PERSON MAY REPRESENT MORE THAN ONE BIDDER.</p> <p>AN ATTENDANCE SHEET WILL BE MADE AVAILABLE FOR ALL POTENTIAL BIDDERS TO COMPLETE. THIS WILL SERVE AS THE OFFICIAL DOCUMENT VERIFYING ATTENDANCE AT THE MANDATORY PRE-BID. FAILURE TO PROVIDE YOUR COMPANY AND REPRESENTATIVE NAME ON THE ATTENDANCE SHEET WILL RESULT IN DISQUALIFICATION OF THE BID. THE STATE WILL NOT ACCEPT ANY OTHER DOCUMENTATION TO VERIFY ATTENDANCE. THE BIDDER IS RESPONSIBLE FOR ENSURING THEY HAVE COMPLETED THE INFORMATION REQUIRED ON THE ATTENDANCE SHEET. THE PURCHASING DIVISION AND THE STATE AGENCY WILL NOT ASSUME ANY RESPONSIBILITY FOR A BIDDER'S FAILURE TO COMPLETE THE PRE-BID ATTENDANCE SHEET. IN ADDITION, WE REQUEST THAT ALL POTENTIAL BIDDERS INCLUDE THEIR E-MAIL ADDRESS AND FAX NUMBER.</p>						



SEE REVERSE SIDE FOR TERMS AND CONDITIONS			
SIGNATURE <i>Jay C. Smaw</i>	TELEPHONE 304.720.2108	DATE 4/27/2010	ADDRESS CHANGES TO BE NOTED ABOVE
TITLE VP, Operations & Wholesale	FEIN 423 152 404		

WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'  
 Signature applies to all following pages.

**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](http://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).



a **one** communications company

April 27, 2010

Department of Administration  
Purchasing Division  
Building 15  
2019 Washington Street, East  
Charleston, WV 25305-0130

Attn: Shelly Murray  
RE: Sealed Bid - RFQ No: LOT 458

Dear Ms. Murray:

FiberNet, LLC is pleased to provide the following response for RFQ LOT 458 for two (2) DS3 data circuits from Lottery Headquarters, 312 MacCorkle Ave., Charleston, WV to the Lottery Hot site, 2500 Fairmont Ave, Suite 158, Fairmont, WV

FiberNet has read, understands, and agrees to the terms and conditions as set forth in the original RFQ document. Attached are the requested forms for this response

If you have any questions or require additional information, please contact Terry Smarr (304 720.2108; [tsmarr@wvfibernet.net](mailto:tsmarr@wvfibernet.net)).

We appreciate the opportunity to provide a response to this bid.

Sincerely,

Terry C. Smarr  
Vice President  
Operations and Wholesale

Attachments

328 Noville Street  
Beckley, WV 25801  
304.929.2101

1102 Third Avenue  
Huntington, WV 25701  
304.781.2101

221 E. Antietam Street  
Hagerstown, MD 21740  
240.625.9101

225 Keith Maple Ave  
Greensburg, PA 15601  
724.216.9101

142 Gayoko Park, Suite 201  
Johnstown, PA 15901  
814.361.2101

900 Fairmont Avenue, Suite 201  
Fairmont, WV 26554  
304.333.2101

401 Grand Central Avenue, Suite C  
Vienna, WV 26105  
304.867.2101

38 Fifteenth Street, Suite 200  
Wheeling, WV 26003  
304.230.2101

114 12th Street  
Altoona PA 16601  
814.296.2101

113-115 Baltimore Street,  
Suite 204  
Cumberland, MD 21502  
301.876.9101



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 Department of Administration  
 Purchasing Division  
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**LOT458**

PAGE  
**2**

ADDRESS CORRESPONDENCE TO ATTENTION OF  
**SHELLY MURRAY  
 304-558-8801**

**\*423152404 304-720-2149**  
**FIBERNETLLC**  
**1200 GREENBRIER ST**  
**CHARLESTON WV 25311-1002**

**LOTTERY COMMISSION**  
**312 MC CORKLE AVENUE SE**  
**CHARLESTON, WV**  
**25314 348-0500**

DATE PRINTED <b>03/15/2010</b>	TERMS OF SALE	SHIP VIA	FOB	FREIGHT TERMS
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BID OPENING DATE: **04/27/2010** BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>ALL POTENTIAL BIDDERS ARE REQUESTED TO ARRIVE PRIOR TO THE STARTING TIME FOR THE PRE-BID. BIDDERS WHO ARRIVE LATE, BUT PRIOR TO THE DISMISSAL OF THE TECHNICAL PORTION OF THE PRE-BID WILL BE PERMITTED TO SIGN IN. BIDDERS WHO ARRIVE AFTER CONCLUSION OF THE TECHNICAL PORTION OF THE PRE-BID, BUT DURING ANY SUBSEQUENT PART OF THE PRE-BID WILL NOT BE PERMITTED TO SIGN THE ATTENDANCE SHEET.</p> <p>TECHNICAL QUESTIONS MUST BE SUBMITTED IN WRITING TO SHELLY MURRAY IN THE WEST VIRGINIA PURCHASING DIVISION VIA MAIL AT THE ADDRESS SHOWN AT THE TOP OF THIS RFQ, VIA FAX AT 304-558-4115, OR VIAL E-MAIL AT SHELLY.L.MURRAY@WV.GOV. DEADLINE FOR ALL TECHNICAL QUESTIONS IS 4/08/2010 AT THE CLOSE OF BUSINESS. ALL TECHNICAL QUESTIONS RECEIVED, IF ANY, WILL BE ADDRESSED BY ADDENDUM AFTER THE DEADLINE.</p> <p>EXHIBIT 3</p> <p>LIFE OF CONTRACT: THIS CONTRACT BECOMES EFFECTIVE UPON AWARD 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.</p> <p>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.</p> <p>RENEWAL: THIS CONTRACT MAY BE RENEWED UPON THE MUTUAL</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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



State of West Virginia  
 Department of Administration  
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ADDRESS-CORRESPONDENCE TO ATTENTION OF
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VENDOR

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SHIP TO

LOTTERY COMMISSION  
 312 MC CORKLE AVENUE SE  
 CHARLESTON, WV  
 25314      348-0500

DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
03/15/2010				

BID OPENING DATE: **04/27/2010**      **BID OPENING TIME 01:30PM**

LINE	QUANTITY	UCP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<p>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 SERVICES 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, THE STATE MAY DEEM THE CONTRACT NULL AND VOID, AND TERMINATE SUCH CONTRACT 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>EXHIBIT 10</p>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFQ, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED 'VENDOR'



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# Request for Quotation

RFO NUMBER  
**LOT458**

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**4**


ADDRESS CORRESPONDENCE TO ATTENTION OF  
**SHELLY MURRAY  
 304-558-8801**

**VENDOR**  
 \*423152404      304-720-2149  
**FIBERNETLLC**  
**1200 GREENBRIER ST**  
  
**CHARLESTON WV 25311-1002**

**SHIP TO**  
**LOTTERY COMMISSION**  
**312 MC CORKLE AVENUE SE**  
  
**CHARLESTON, WV**  
**25314                      348-0500**

DATE PRINTED <b>03/15/2010</b>	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
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BID OPENING DATE: **04/27/2010**      BID OPENING TIME **01:30PM**

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
<b>REQUISITION NO.: LOT458</b>						
<b>ADDENDUM ACKNOWLEDGEMENT</b>						
I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.						
<b>ADDENDUM NO.'S:</b>						
NO. 1 <i>tcs</i> .....						
NO. 2 .....						
NO. 3 .....						
NO. 4 .....						
NO. 5 .....						
I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF BIDS.						
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
 ..... <b>SIGNATURE</b> <i>FiberNet</i> ..... <b>COMPANY</b>						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
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TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE
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WHEN RESPONDING TO RFO, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELLED 'VENDOR'







The West Virginia Lottery invites qualified vendors to submit a bid to provide 2 (two) DS3 data circuits from Lottery Headquarters, 312 MacCorkle Ave., Charleston, WV to the Lottery Hot site, 2500 Fairmont Ave. Suite 158, Fairmont, WV.

A mandatory pre-bid conference is scheduled for April 6, 2010 at 1:30 PM. The meeting will be held at 312 MacCorkle Ave. SE, Charleston, WV. Vendor inspection of building facilities and demark locations can be verified at this meeting.

## **SCOPE OF WORK**

The circuit should be a point-to-point circuit with diverse routing from the Lottery building to the local central office. It should be SONET ring protocol with self-healing ring technology. No other protocol is required. Bidder shall provide diagram of actual route of circuit and diverse circuit.

One end of the circuit will terminate at 312 MacCorkle Avenue, Charleston, WV in the computer room located on the 1<sup>st</sup> floor. The termination for the DS3 must be a BNC coax connector. The demark must be extended into the designated computer room area.

The other end of the circuit shall terminate at the West Virginia Lottery Hot Site located at 2500 Fairmont Ave. Suite 158, Fairmont, WV in the computer room.

All circuits shall be installed and fully operational 45 days after receipt of the Purchase Order. 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 within 48 hours according to the service terms below. Billing for this circuit shall commence after successful testing is completed and the vendor is notified of such.

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 24 hours per day, 7 days per week, every day of the year. All maintenance cost shall be included in the monthly recurring cost. The vendor will be responsible for maintaining the entire circuit from each termination point.

All non-remedial maintenance shall be performed outside of normal business hours at a time to be mutually agreed to by the Lottery and the vendor in advance. The vendor shall notify the Lottery of any planned maintenance or outage at least 5 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 the Lottery within 15 minutes of the circuit being down.

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 these must be provided within 15 business days of being awarded the contract.

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 problem 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 resolve the problem, including replacement of equipment or fiber facilities.

In the event that an outage or problem is not resolved within 4 hours, the vendor shall credit the affected account 1% of the monthly fee for the service, for each hour that the problem or outage exists. In the event that an outage or problem is not resolved within 5 business days, the state may, at the state's sole option, terminate the contract and have no further obligations under it.

The vendor must provide an escalation list.

Circuit termination equipment remains property of the vendor, and is maintained by the vendor.

### **BID REQUIREMENTS**

To be considered for this bid a vendor must bid and be prepared to provide, install, and maintain the requested circuits. If unable to satisfy this bid request, please submit a NO-BID letter.

The term of the awarded contract shall be twelve (12) months. Upon the mutual agreement of the vendor and BOSS, the contract may be renewed two times for an additional 12 months each, to a maximum total of 36 months.

Vendor Name: Fiber Net  
 Contact Name: Terry Smarr  
 Contact Phone#: 304.720.2108

RFQ# LOT458

## BID SCHEDULE # LOT458

DS3 Protected Circuit Bid Cost Summary		
	One time installation charge (for 1 circuit)	Recurring monthly charge (for 1 circuit)
Computer Room 312 MacCorkle Ave. SE Charleston, WV	0	
to		
2500 Fairmont Ave. Suite 158 Fairmont, WV		\$3,679
TOTALS (A)	0	(B) 3,679

TOTAL COST BID: \$7,358

For purposes of evaluating bid prices, the following formula will be used:

$$[A \times 2] + [B \times 2] = \underline{\text{COST BID}}$$

Vendor with the lowest cost will be the apparent successful vendor.

$$[0 \times 2] + [\$3,679 \times 2] = \text{cost bid}$$

$$0 + \$7,358 = \$7,358$$



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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FREIGHT TERMS
04/12/2010				

BID OPENING DATE: 04/27/2010      BID OPENING TIME 01:30PM

LINE	QUANTITY	UOP	CAT NO	ITEM NUMBER	UNIT PRICE	AMOUNT
----- ADDENDUM NO. 1 -----						
THIS ADDENDUM IS ISSUED TO ADDRESS THE QUESTIONS RECEIVED PRIOR TO THE QUESTION SUBMISSION DEADLINE OF 04/08/2010.						
ATTACHMENTS: QUESTIONS AND RESPONSES MANDATORY PRE-BID SIGN IN SHEET						
THE BID OPENING DATE REMAINS: 04/27/2010						
----- END OF ADDENDUM NO. 1 -----						

SEE REVERSE SIDE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
<i>Shelly C. Murray</i>		
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

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

## LOT458 ADDENDUM #1

**Question:**

The bid asks for 2 circuits, but the price sheet only asks for price of one circuit. Do you want the price for one circuit on this page or are you considering both DS3's as "one circuit" ..

**Response:**

On page 9 of the RFQ it asks for (A) One Time Installation and (B)Recurring monthly charges for 1 (one) circuit. Those two figures added together is the Total Cost Bid. For evaluation purposes, those costs will be multiplied by two representing the 2 DS# circuits. So the bid that you submit should reflect the cost of 1 circuit.

**Question:**

Also, please confirm if you want two separate DS3 circuit's routed physically diverse instead of one DS3 circuit with a protected path?

**Response:**

The Lottery requests two separate DS3 circuits each with a protected path that is diverse. The portion of the circuit from the CO to the Lottery premise can be redundant or folded into the same path.

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: \_\_\_\_\_

LOT458

Date: \_\_\_\_\_

4/6/2009

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	WV LOTTERY
Firm Address:	312 MacCORKLE AVENUE CHARLESTON WV 25314
Representative Attending:	BECKY JONES
Phone Number:	(304)558-0500 EXT 242
Fax Number:	(304)558-9089
Email Address:	bjones@wvlottery.com

Firm Name:	NT TELOS
Firm Address:	500 SUMMERS ST CLARKS MARY 25338
Representative Attending:	TONY SINGER
Phone Number:	304-720-2108
Fax Number:	304-720-2121
Email Address:	tsinger@wvfiber.net

Firm Name:	WU LOMB
Firm Address:	212 MacCorkle Ave SE Charleston WV 25314
Representative Attending:	Dave Smith
Phone Number:	558-2500 ext 240
Fax Number:	
Email Address:	Dsmith@wvlottery.com

Firm Name:	Sudclink
Firm Address:	4338 Trays Valley Rd. Scott Depot WV 25162
Representative Attending:	Tony Lane
Phone Number:	304-493-3843
Fax Number:	304-760-2609
Email Address:	anthony_lane@scottdepotlink.com

Firm Name:	FiberNet
Firm Address:	1200 Greenbrier St. Charleston WV 25310
Representative Attending:	Tony Singer
Phone Number:	304-720-2108
Fax Number:	304-720-2121
Email Address:	tsinger@wvfiber.net

Firm Name:	NT TELOS
Firm Address:	500 SUMMERS ST CLARKS MARY 25338
Representative Attending:	TONY SINGER
Phone Number:	304-720-2108
Fax Number:	304-720-2121
Email Address:	tsinger@wvfiber.net

PRE-BID CONFERENCE  
SIGN IN SHEET

Request for Quotation Number: \_\_\_\_\_

Date: \_\_\_\_\_

PLEASE PRINT LEGIBLY. THIS INFORMATION IS ESSENTIAL TO CONTACT THE ATTENDEES IN A TIMELY MANNER. FAILURE TO DO SO MAY RESULT IN DELAYS IN YOUR COMPANY GETTING IMPORTANT BID INFORMATION.

Firm Name:	W Valley
Firm Address:	
Representative Attending:	Tom Kelly
Phone Number:	304-538-1200 (209)
Fax Number:	304-538-2209
Email Address:	pkelly@wvalley.com

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	Sudenshuk Cement
Firm Address:	4038 Teas Valley Rd Scott Depot WV 26050
Representative Attending:	Destin Thomas
Phone Number:	304-760-2005
Fax Number:	
Email Address:	destin.thomas@sudenshuk.com

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

Firm Name:	Stelly Marney
Firm Address:	Purchasing Division
Representative Attending:	
Phone Number:	304-538-8801
Fax Number:	
Email Address:	

Firm Name:	
Firm Address:	
Representative Attending:	
Phone Number:	
Fax Number:	
Email Address:	

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**,  
 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:**  
 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:**  
 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: Fiber Net Signed: Jerry C. Smaw  
 Date: 4/27/10 Title: VP Operations & Wholesale

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



RFQ No LOT 458

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 owed 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**

Vendor's Name: Fiber Net

Authorized Signature: Jay C. Smaw Date: 4/27/10

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed and sworn to before me this 27<sup>th</sup> day of April, 2010

My Commission expires January 2, 2018

AFFIX SEAL HERE

NOTARY PUBLIC Tammy R. Parsons

