
West Virginia Department of Administration, Purchasing Division

WV State Auditor's Office - CRFQ - 1200AUD1600000004 – Ethernet

Lumos Networks Response to Request for Quote

June 16, 2016

Presented by:

Greg Florence

Major Account Manager

304-414-0411

floreneceg@lumosnet.com

06/16/16 11:43:29
WV Purchasing Division



866.710.2243 |   

LUMOSNETWORKS.COM

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June 16, 2016

RE: West Virginia Purchasing Division, State Auditor's Office, CRFQ - 1200AUD1600000004

Dear: Ms. Harper,

Lumos Networks is pleased to respond to the West Virginia State Purchasing Division's Request for Quote for Ethernet services for the WV State Auditor's office.

Lumos Networks has a history of providing quality services at affordable prices. Our ability to deliver a broad range of communication services over infrastructure that we can control and maintain has been an important driver to our success. We focus on high-end customers, including educational institutions, health care providers, and government entities.

In the last two years we have invested nearly \$300 million in network infrastructure enhancements and upgrades; we've deployed parallel Network Operations Centers (NOCs) in Waynesboro, VA and Canonsburg, PA to ensure continuity of operations for our customers; and we've established a Center of Excellence with dedicated hotlines and e-mail addresses. We continue to make these investments in order to support enterprise accounts with unmatched customer service requiring minimal customer effort and resulting in the ultimate peace of mind.

In summary, we continue to have the technology, support and financial strength to provide the solutions you need and the customer experience you deserve – with support from our team that lives, plays and contributes to local communities. We thank you for your ongoing support and patronage.

We thank you for your consideration and hope to continue working with you in the future.

Sincerely,

A handwritten signature in black ink that reads "Greg Florence".

Greg Florence
Major Account Manager
304-414-0411
florencecg@lumosnet.com

About Us

Lumos Networks is a leading fiber-based service provider in the Mid-Atlantic region serving Carrier, Enterprise and Data Center customers, offering end-to-end connectivity in 24 markets in Virginia, Pennsylvania, West Virginia, Maryland, Ohio and Kentucky. We have a fiber network of 8,607 fiber route miles and more than 384,000 total fiber strand miles. We connect 1,099 unique Fiber to the Cell sites, 1,440 total FTTC connections, 35 data centers, including 7 company owned co-location facilities, 1,732 on-net buildings and over 2,800 total on-net locations.

We use an on-network service strategy that ensures redundancy and reliability. High-quality SONET, IP and Ethernet network architectures satisfy the most complex communication needs.

Some key strengths of which we are proud:

- Lumos Networks has been in the telecommunications business for 116 years. We are locally based and currently serve 21,000 business customers.
- We deliver the industry's best customer service with call centers in Virginia and West Virginia. Over all we employ more than 550 people to deliver communication services with excellence and integrity.
- Diversified leadership team with deep industry experience: CEO, CFO, and CRO have more than 72 years of telecommunications experience.
- Local service and support with 'Single Point of Contact' with local account representatives and support.
- 2- Network Operations Centers (NOC).
 - Waynesboro, VA with 24x7 monitoring.
 - Southpointe, PA with 24x7 monitoring.
 - Note: We encourage our customers to tour these facilities.
- 100% digital platform with Lucent Technologies and Cisco-based network equipment. Lumos Networks has maintained a long-standing partnership with Cisco, meeting rigorous standards of service providers worldwide.

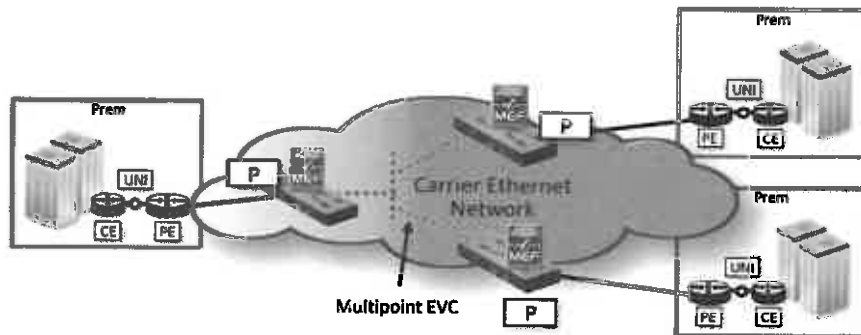
Overview of Lumos Solution in Response to RFQ

Layer 2 Ethernet Network:

Lumos Networks will provide the West Virginia Auditor's Office (WV Auditor's Office) a Layer 2 Ethernet network following Metro Ethernet Forum (MEF) standards and WV Auditor's Office requests consisting of the following type solution:



- **E-LAN Service:** An Ethernet service type that is based on a Multipoint EVC. All endpoints may forward frames freely between one another. From the customer's view, appears/behaves as an Ethernet LAN between sites.



- **Definition of Network Components:**
 - **User Network Interface (UNI):** Interface/port that serves as the point of demarcation between WV AUDITOR'S OFFICE and Lumos Networks.
 - **Ethernet Virtual Connection (EVC):** An association of two or more UNIs that identifies as a point-to-point, rooted point-to-multipoint, or multipoint-to-multipoint path between WV Auditor's Office sites in the Lumos Networks Carrier Ethernet Network.
 - **Customer Edge Device (CE):** Device controlled by the WV Auditor's Office and physically located in the WV Auditor's Office premise. CE devices interface directly with Provider Edge (PE) devices and other customer network elements.
 - **Provider Edge Device (PE):** Device controlled by Lumos that is physically located in the WV Auditor's Office facility. PE devices interface directly with CE devices and P devices (Lumos Networks core network elements).
 - **Provider Core Device (P):** Device controlled by Lumos Networks that is physically located in a Lumos Networks facility. P devices interface directly with PE devices and other P devices.

Lumos Networks will provide an **Ethernet LAN (E-LAN) with RTV Quality of Service** to the locations listed below with corresponding amounts of bandwidth available for the WV Auditor's Office:

- 1900 Kanawha Blvd, Bldg 1, WB-14, Charleston, WV – 10 Gig UNI, 3 Gig EVC
- 200 West Main St, Clarksburg, WV – 1 Gig UNI, 1 Gig EVC
- 153 West Main St, Clarksburg, WV – 100 Meg UNI, 100 Meg EVC
- 4916 Kanawha Blvd East, Malden, WV – 100 Meg UNI, 100 Meg EVC
- 4004 MacCorkle Ave SE, Charleston, WV – 1 Gig UNI, 1 Gig EVC
- 837 Chestnut Ridge Rd, Morgantown, WV – 100 Meg UNI, 100 Meg EVC

Lumos Ethernet Benefits:

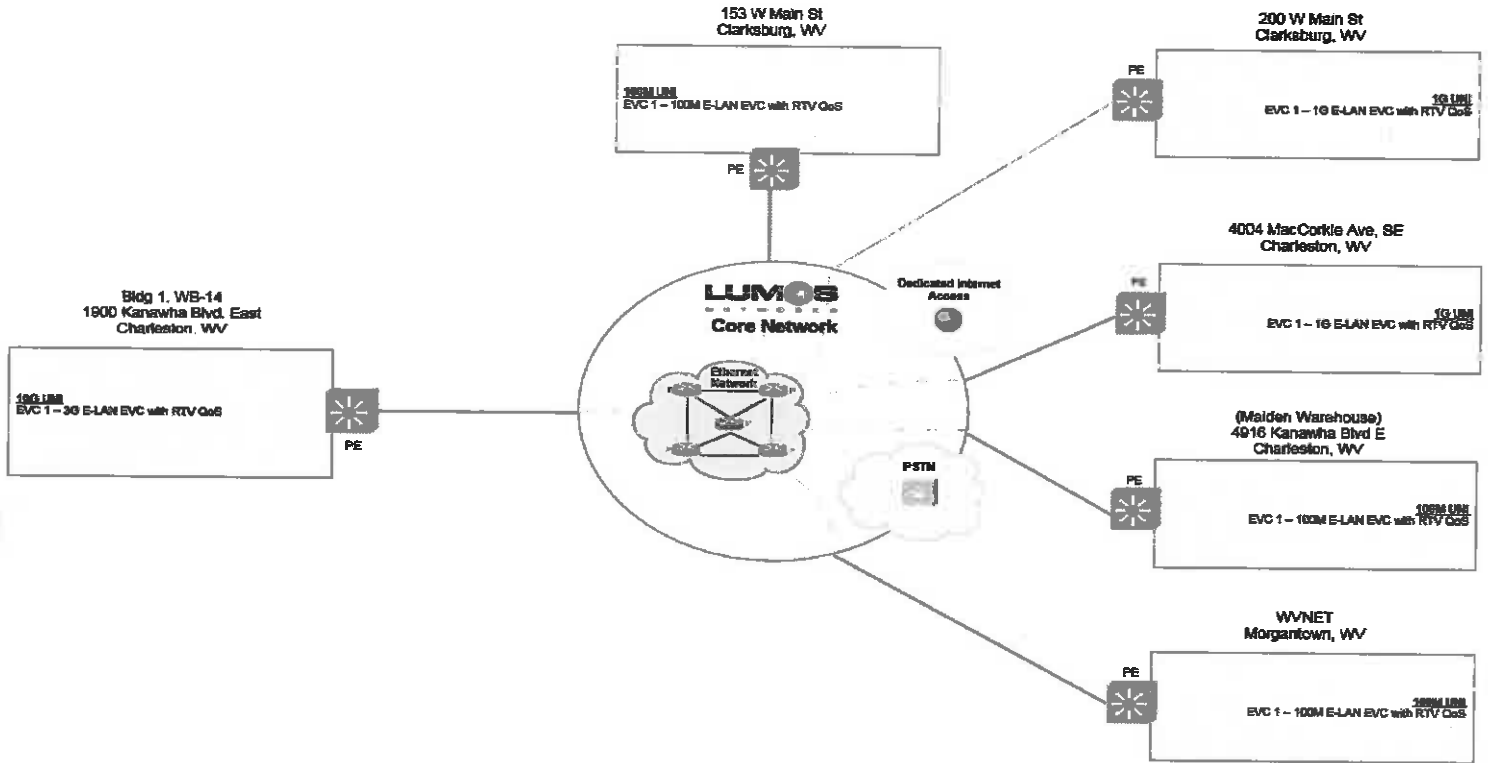
- **Flexibility:** Lumos Networks Ethernet service supports point-to-point, rooted point-to-multipoint, and multipoint to multipoint topologies to connect sites in a manner that best suits WV Auditor's Office application needs.
- **Scalability:** Lumos Ethernet offers a range of speeds to easily accommodate WV Auditor's Office network growth.
- **Resiliency:** Lumos Ethernet includes resiliency mechanisms and end-to-end Quality of Service (QoS) options for traffic prioritization across the entire Lumos network path.
- **Routing & QoS:** Lumos Ethernet is a Layer 2 service. This allows WV Auditor's Office full control of IP routing and QoS policies.
- **Standards Compliant:** Lumos Ethernet is MEF-certified to ensure that the service interoperates smoothly with WV Auditor's Office existing networks.



Lumos On-Net (Type 1) Ethernet Service Level Agreement (SLA) includes:

- **Mean Frame Delay (One-Way)** of less than or equal to 10ms per month.
- **Inter-Frame Delay Variation** of less than or equal to 3ms per month.
- **Frame Loss Ratio** of less than or equal to .0001 percent per month.
- **Availability:** Greater than or equal to 99.99% per month.
- **Mean Time to Repair (MTTR):** 4 hours per month.

Proposed Wide Area Network Drawing



LUMOS		WV State Auditor's Office		List Revised: 5/31/2016	
		RFQ - Proposed Wide Area Network			
	Provider Edge (PE)	LEGEND		Customer Contact: Mike Barker, 304-340-4642, mike.barker@wvsa.gov	
	Customer Edge (CE)	-----	Layer 2	Account Manager: Greg Florence	
	Ethernet Transport	-----	Layer 3	Sales Engineer: Randy Jones	
	GPCM Transport	-----	DIA	Notes:	
	T1 Transport	-----	Voice		

Escalations List – Billing

Enterprise Business Support

1st Level

Enterprise Business Support
enterprisesupport@lumosnet.com
866-710-2243

2nd Level

Teresa Bright
Enterprise Support Manager
brightt@lumosnet.com
Office/Mobile: (540) 946-6900

Katy Oberg
Enterprise Support Manager
obergk@lumosnet.com
Office/Mobile: (540) 946-6950

3rd Level

Pam McGown
Director Enterprise Support
mcgownp@lumosnet.com
Office/Mobile: (540) 949-5229

Network Control Center Escalations List for Trouble Tickets			
1ST Level			
Service Type	DS1/T1/PRI, Pons Fiber-voice POTS/DSL, Email, Call Features	Metro-E, FTTC, DS3,OCN, SIP, Pons Fiber-data, DNS	
Name	ON-DUTY	ON-DUTY	
Title	Support Analyst	Network Analyst	
Office	(540) 941-6717	(540) 941-4800	
Email	nccnetworksupport@lumosnet.com	noc@lumosnet.com	
2nd Level			
Name	Emily Stevens	Gay Sterman	Lloyd Lawrence
Title	Supervisor-Service Support	NOC Supervisor 1 st Shift	NOC Supervisor 2 nd Shift
Office	(540) 941-3412	(540) 941-6799	(540) 942-2032
Mobile	(540) 649-0309	(540) 241-9097	(720) 775-7988
Email	stevense@lumosnet.com	stermang@lumosnet.com mailto:noc@lumosnet.com	lawrencel@lumosnet.com
3rd Level			
Name	Ben Doyle	Tom Hall	Cory Stringer
Title	Sr. Manager-Service Support	Sr. Manager-NOC	Sr. Manager-NOC
Office	(540) 941-2447	(540) 949-0025	(540) 941-3609
Mobile	(540) 241-5100	(540) 241-7359	(804) 938-9302
Email	doyleb@lumosnet.com mailto:nccnetworksupport@lumosnet.com	hallt@lumosnet.com	stringerc@lumosnet.com

4 th Level		
Name	Todd Denning	Scott Wallhermfechtel
Title	Director-CC Wireline Services	Vice President - Network Control Center
Office	(540) 942-4174	(540) 941-3773
Mobile	(540) 649-0027	(540) 451-1578
Email	Denningt@lumosnet.com mailto:nccnetworksupport@lumosnet.com	walls@lumosnet.com
5 th Level		
Name	Diego Anderson	Tom Ferry
Title	Sr. Vice President-General Manager	CTO
Office	(540) 946-8687	(540) 932 8529
Mobile	(434) 760-8778	N/A
Email	andersond@lumosnet.com mailto:nccnetworksupport@lumosnet.com	ferryt@lumosnet.com

Ethernet SLAs

Service Level Agreement (SLA) Ethernet

LUMOS NETWORKS (herein called “Company”) is committed to providing the Lumos Ethernet Services customer @customer (herein called “Customer”) with superior service and support. This Service Level Agreement for Lumos Ethernet Services (herein called “SLA”) is an agreement made between both parties specified above which provides commitments to the Customer concerning security, quality, support, uptime and performance of Lumos Ethernet Services. The provisions of the Services Agreement between the same parties, including without limitation the Local and High Capacity Terms & Conditions and the Lumos Ethernet Services Addendum, shall remain in full force and effect.

Transmission Performance Objectives

Network Availability Objectives:

Unprotected: 99.99%

Protected: 99.999%

Network Availability is the percentage of minutes in a calendar month during which LUMOS Ethernet Service is available to exchange data between LUMOS-served Customer end points and shall be determined as follows:

$(\text{Total Minutes in Calendar Month} - \text{Total Minutes of Non-Availability}) / \text{Total Minutes in Calendar Month}$

“Total Minutes in Calendar Month” is determined by multiplying 24 hours by the number of days in the month multiplied by 60 minutes

“Total Minutes of Non-Availability” means the total of all minutes of Network Non-Availability for a specific Ethernet Service in a calendar month.

Customer’s Ethernet Service shall be considered “Available” until the date/time of LUMOS’s receipt of notification of service unavailability (subject to validation by LUMOS) from the customer

Ethernet Performance Objectives:

The following performance objectives apply to Ethernet Services. These guarantees are based on an average frame size of 1524 Bytes.

Mean One-Way Frame Delay (Latency): $\leq 10\text{ms}$ (one-way)

Frame Loss Ratio : $\leq 0.0001\%$

Inter-Frame Delay Variation (Jitter): $\leq 3\text{ms}$

MTTR Performance Objectives

The Mean Time To Repair (MTTR) is a performance objective only and outage credits will not apply if the objective is not met.

Protected: ≤ 2 Hours

Unprotected: ≤ 4 Hours

Credit Allowances

Network Availability

If the Services suffer a Service Outage (the Service is not available for use of any kind), Customer will be entitled to a credit as outlined in the following table:

Protected Service:

- <43 minutes: No credit
- >=43 minutes and <2 hours: 10% of the MRC for the disrupted service
- >=2 hours and <4 hours: 25% of the MRC for the disrupted Service
- >=4 hours and <8 hours: 50% of the MRC for the disrupted service
- >=8 hours and <12 hours: 75% of the MRC for the disrupted service
- >=12 hours: 100% of the MRC for the disputed service

Unprotected Service:

- <2 hours: No credit
- >=2 hours and <4 hours: 10% of the MRC for the disrupted Service
- >=4 hours and <8 hours: 20% of the MRC for the disrupted service
- >=8 hours and <12 hours: 35% of the MRC for the disrupted service
- >=12 hours: 50% of the MRC for the disputed service

The maximum credit for all service interruptions occurring during any thirty (30) day period shall not exceed the monthly service charges due LUMOS from Customer during said thirty (30) day period.

Degradation of Services

If the Services suffer from degradation and fail to meet the applicable performance guarantees, Customer will be entitled to credits as follows:

Service degradation of <15 minutes: No credit

Service degradation of >=15 minutes and <1 hour
2% of the MRC for the degraded Service

Service degradation of >=1 hour:
5% of the MRC of the degraded Service for each full hour of Service Degradation, up to a maximum of 25% of the MRC for any thirty (30) day period

Sole Remedy. CUSTOMER'S RIGHT TO CREDITS AS PROVIDED IN THIS AGREEMENT SHALL BE CUSTOMER'S SOLE REMEDY WITH REGARD TO SERVICE OUTAGES. The credits outlined above shall not be compounding. For each incident for which a trouble ticket is reported, Customer shall receive a credit based on the primary failure; either disruption or degradation, but not both.

Limits on Scope of Support

The commitments contained in this SLA do not cover Customer-provided platforms, software, or services, and do not cover Customer caused failures or other conditions beyond Company's control. For example, conditions caused by bandwidth or packet saturation, or security events (i.e.: denial of service attacks, distributed denial of service attacks, virus activity, or capacity consumption) are not considered network failures. Situations excluded from the Commitments in the SLA include, but are not limited to: desktop workstation support; issues arising from Customer failing to notify Company in a timely manner of connectivity issues or of changes to authorized Customer contact information; issues arising from Customer failing to grant Company timely access to network equipment located on Customer's Premises as requested by Company for addressing service requirements; and connectivity issues involving Customer-initiated maintenance and/or Customer's cabling, hub, router, and/or server infrastructure. Fiber cuts on lateral network segments are not covered by the availability SLA guarantee. SLA guarantees will not include Scheduled Maintenance or any unavailability resulting from any 3rd party or Customer-ordered circuits, 3rd party or Customer applications or equipment, Customer initiated maintenance, acts or omissions of Customer, or other events of force majeure (conditions beyond Company's control). For purposes of this Section, events of Force Majeure shall include, but not be limited to, acts of God, fire, flood, earthquake, lightning, adverse weather conditions or other similar catastrophes; explosion, vandalism, terrorism, sabotage, wars, insurrection or riots; work stoppages, strikes, lock outs, or labor disputes; any law, order, regulation, directive, action or request of the United States government, or of any other government, including state and local governments having or claiming jurisdiction, or of any department, agency, commission, bureau, corporation or other instrumentality of any one or more of these federal, state or local governments, or of any civil or military authority; national emergencies; or of any other causes beyond the Company's reasonable control.

Customer Responsibilities

Customer agrees to fulfill the following responsibilities: report all problems using the reporting procedure detailed within this SLA; provide input on the quality and timeliness of support; notify Company in advance of all system and application updates performed; provide initial and expected operational capacity estimates for bandwidth and drive space; identify authorized Customer contacts and report changes to Customer contact information for purposes of coordination in problem resolution; provide accurate information for Customer account information; and implement the minimum security requirements specified by the Company.

RFQ Bid Form & Instructions to Bidders with Required Signatures



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

State of West Virginia
 Request for Quotation
 21 - Info Technology

Proc Folder: 213136

Doc Description: ADDENDUM 2 - NETWORK SERVICE PROVIDER ETHERNET

Proc Type: Central Contract - Fixed Amt

Date Issued	Solicitation Closes	Solicitation No	Version
2016-06-07	2016-06-16 13:30:00	CRFQ 1200 AUD1600000004	3

BID RECEIVING LOCATION

BID CLERK
 DEPARTMENT OF ADMINISTRATION
 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Name, Address and Telephone Number:

Lumos Networks, LLC
 1200 Greenbrier Street
 Charleston, WV 25311
 304-414-0411

FOR INFORMATION CONTACT THE BUYER

Linda Harper
 (304) 558-0488
 linda.b.harper@wv.gov

Signature X

FEIN # 84-1452950

DATE 06/16/2016

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

Addendum 2 issued for the following reasons:

to publish a copy of the Purchasing Affidavit and Vendor Preference forms.

No other changes.

STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON US	WV25305-0230	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City US	WV 99999
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Ethernet Service, Capitol Bldg 1 WB-14	12.00000	MO	\$1,800.00	\$21,600.00

Comm Code	Manufacturer	Specification	Model #
72151602			

Extended Description :

WV State Auditor's Office, Capitol Building 1, WB-14; Charleston, WV 25305 - Origination Point 10 Gig UNI 3 Gig EVC (E-LAN)

STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON US	WV25305-0230	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City US	WV 99999
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Ethernet Service, Data Center, 200 West Main Street, Clarks.	12.00000	MO	\$1,450.00	\$17,400.00

Comm Code	Manufacturer	Specification	Model #
72151602			

Extended Description :

WV State Auditor's Office, 200 West Main Street, Clarksburg, WV 26301 - 1 Gig UNI, 1 Gig EVC (E-LAN) to Building 1, WB-14, 1900 Kanawha Blvd. E., Charleston, WV 25305

STATE AUDITOR'S OFFICE 1 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON US		WV25305-0230	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City US		WV 99999
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Ethernet Service, 153 West Main Street, Room G06, Clarks	12.00000	MO	\$700.00	\$8,400.00

Comm Code	Manufacturer	Specification	Model #
72151602			

Extended Description :

WV State Auditor's Office, Room G06, 153 West Main Street, Clarksburg, WV 26301 - 100 Meg UNI, 100 Meg EVC (E-LAN) to Building 1, WV-14, 1900 Kanawha Blvd, East, Charleston, WV 25305

STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON US		WV25305-0230	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City US		WV 99999
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Ethernet Service, Malden Warehouse; 2nd Floor Wiring Closet	12.00000	MO	\$700.00	\$8,400.00

Comm Code	Manufacturer	Specification	Model #
72151602			

Extended Description :

WV State Auditor's Office, Malden Warehouse, 2nd Floor Wiring Closet, 4916 Kanawha Blvd., East, Malden, WV 25306 100 Meg UNI, 100 Meg EVC (E-LAN) to Building 1, WB-14, 1900 Kanawha Blvd. E., Charleston, WV 25305

STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON US		WV25305-0230	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City US		WV 99999
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Ethernet Service, 1st Floor Wiring Room 113 4004 McCorkle Av	12.00000	MO	\$1,450.00	\$17,400.00

Comm Code	Manufacturer	Specification	Model #
72151602			

Extended Description :

State Auditor's Office, 1st Floor Wiring Room 113, 4004 MacCorkle Ave SE, Charleston, WV 25304 - 1 Gig UNI, 1 Gig EVS (E-LAN) to Building 1, WB-14, Kanawha Blvd. E, Charleston, WV 25305

STATE AUDITOR'S OFFICE 1900 KANAWHA BLVD E 1900 KANAWHA BLVD E CHARLESTON US	WV25305-0230	STATE OF WEST VIRGINIA JOBSITE - SEE SPECIFICATIONS No City US	WV 99999
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Ethernet Service, 837 Chestnut Ridge Road, Morgantown	12.00000	MO	\$700.00	\$8,400.00

Comm Code	Manufacturer	Specification	Model #
72151602			

Extended Description :

WVNET, 837 Chestnut Ridge Road, Morgantown, WV 26505 - 100 Meg UNI, 100 MEG EVC (E-LAN) to Building 1, WB-14, Kanawha Blvd. E., Charleston, WV 25305

	<u>Event</u>	<u>Event Date</u>
1	Mandatory Pre-Bid Meeting 10:00 a.m.	2016-06-01
2	Question Deadline 5:00 p.m.	2016-06-03

AUD1600000004	Document Phase Final	Document Description ADDENDUM 2 - NETWORK SERVICE PROVIDER ETHERNET	Page 5 of 5
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ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

SOLICITATION NUMBER: AUD1600000004

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

1. To publish the vendor questions with responses.
2. To publish a copy of the mandatory pre-bid meeting sign-in sheet.

No other changes.

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

Terms and Conditions:

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

ATTACHMENT A

CRFQ AUD1600000004

Network Service Provider

Vendor Questions/Responses

- Q.1. Since the location in Building 1, Room WB-14 will be a 10 gig port (UNI), we would prefer to use a fiber handoff. Will that be OK? If so, we will need to know if it will be single mode or multi-mode fiber and what type of connector it would be.
- A.1. **WVSAO can accept a fiber handoff. Our preference is multi-mode, and it should be an LC type connector. WVSAO can also accept a RJ45 Ethernet handoff.**
- Q.2. Could we get the RFQ in a word format so it is more easily edited for our responses. This we would need as soon as possible in order to complete the RFQ.
- A.2. **We cannot publish a copy of the specifications in word format.**

①

West Virginia State Auditor's Office
Mandatory Pre-Bid June 1, 2016
CRQS AUD1600000004 Network Service Provider Ethernet

Time	Date	Company	Print Name	Signature
9:50	6/1/2016	Frontier Communications	Andrew Walker	Andrew Walker
9:50	6/1/16	Lumos Networks	GREG FLORENCE	Greg Florence
9:50	6/1/16	Lumos Networks	Randy Jones	Randy Jones
9:50	6/1/16	Lumos Networks	^{Wagner} Chip VanAlsbury	W.A. VanAlsbury
9:51	6/1/16	Frontier Communications	R. Chad Stepp	RC Stepp
9:45	6/1/16	WVSAO	Mike Barker	Mike Barker
9:45	6/1/16	WVSAO	Kirk Polton	Kirk Polton

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AUD1800000004

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Lumos Networks

Company



Authorized Signature

June 16, 2016

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012

SOLICITATION NUMBER: AUD1600000004

Addendum Number: 2

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

Applicable Addendum Category:

- Modify bid opening date and time
- Modify specifications of product or service being sought
- Attachment of vendor questions and responses
- Attachment of pre-bid sign-in sheet
- Correction of error
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Addendum 2 issued for the following reasons:

1. To publish a copy of the Purchasing Affidavit and Vendor Preference forms.

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ATTACHMENT A

STATE OF WEST VIRGINIA
Purchasing Division

PURCHASING AFFIDAVIT

MANDATE: Under W. Va. Code §5A-3-10a, 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: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. 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.

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.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"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.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: Lumos Networks

Authorized Signature: *Greg Florence* Date: 06162016

State of West Virginia

County of Kanawha, to-wit:

Taken, subscribed, and sworn to before me this 16 day of June, 2016.

My Commission expires November 14, 2021.



NOTARY PUBLIC *Steven Hamula*

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 Vendor Preference, if applicable.

1. Application is made for 2.5% 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;
 Bidder is a resident vendor partnership, association, or corporation with at least eighty percent of ownership interest of bidder held by another entity that meets the applicable four year residency requirement; 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% 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% vendor preference for the reason checked:
Bidder is a nonresident vendor that employs a minimum of one hundred state residents, or a nonresident vendor which has an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia and employs a minimum of one hundred state residents, and for purposes of producing or distributing the commodities or completing the project which is the subject of the bidder's bid and continuously over the entire term of the project, on average at least seventy-five percent of the bidder's employees or the bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years and the vendor's bid; or,
4. Application is made for 5% 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% 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% 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.
7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with *West Virginia Code* §5A-3-59 and *West Virginia Code of State Rules*.
Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

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) rescind the contract or purchase order; 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.

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: LUMOS NETWORKS

Signed: 

Date: 6/16/2016

Title: Director of Regulatory Affairs

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: AUD1600000004

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

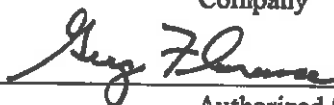
(Check the box next to each addendum received)

- | | |
|--|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further 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.

Lumos Networks

Company



Authorized Signature

June 16, 2016

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Revised 6/8/2012

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

Lumos understands section 1.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

Lumos understands section 2.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening Lumos understands section 3.

A NON-MANDATORY PRE-BID meeting will be held at the following place and time:

A MANDATORY PRE-BID meeting will be held at the following place and time:

West Virginia State Auditor's Office
1900 Kanawha Blvd. E.
Bldg. 1 Room W-100
Charleston, WV 25305
June 1, 2016, 10:00 a.m.

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding. Lumos understands section 4.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: Friday, June 3, 2016, 5:00 p.m.

Submit Questions to: Linda Harper, Senior Buyer
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)
Email: Linda.B.Harper@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding. Lumos understands section 5.

6. BID SUBMISSION: All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile. Lumos understands section 6.

The bid delivery address is:
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: NETWORK SERVICE PROVIDER
BUYER: LINDA HARPER, FILE 21
SOLICITATION NO.: CRFQ 1200 AUD1600000004
BID OPENING DATE: JUNE 16, 2016
BID OPENING TIME: 1:30 PM
FAX NUMBER:

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to an Expression or Interest or Request for Proposal is not permitted in wvOASIS.

For Request For Proposal ("RFP") Responses Only: In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus N/A convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- Technical
 Cost

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery). Lumos understands section 7.

Bid Opening Date and Time

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing. Lumos understands section 8.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification. Lumos understands section 9.

10. ALTERNATES: Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

Lumos understands section 10.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification. Lumos understands section 11.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases. Lumos understands section 12.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable. Lumos understands section 13.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

Lumos understands section 14.

15. PREFERENCE: Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

Lumos understands section 15.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9. Lumos understands section 16.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6. Lumos understands section 17.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

Lumos understands section 18.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

Lumos understands section 19.

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

Lumos understands section 20.

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

Lumos understands section 21.

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

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

GENERAL TERMS AND CONDITIONS:

- 1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract. Lumos understands section 1.
- 2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract. Lumos understands section 2.
 - 2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.
 - 2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.
 - 2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.
 - 2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.
 - 2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.
 - 2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.
 - 2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.
 - 2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

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

Term Contract

Initial Contract Term: This Contract becomes effective on October 1, 2016 and extends for a period of one(1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to four (4) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed forty-eight (48) months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

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

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

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional _____ successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed _____ months in total. Automatic renewal of this Contract is prohibited.

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

Other: See attached.

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

Lumos understands section 4.

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

Lumos understands section 5.

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

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

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

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

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

Lumos understands section 6.

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

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

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of _____. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

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

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

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

INSURANCE: The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

Commercial General Liability Insurance: In the amount of _____ or more.

Builders Risk Insurance: In an amount equal to 100% of the amount of the Contract.

The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

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

8. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request. Lumos understands section 8.

9. LITIGATION BOND: The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety. Lumos understands section 9.

10. LIQUIDATED DAMAGES: Vendor shall pay liquidated damages in the amount of

for _____

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

Lumos understands section 10.

11. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated. Lumos understands section 11.

12. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Lumos understands section 12.

13. PAYMENT: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears. Lumos understands section 13.

14. PURCHASING CARD ACCEPTANCE: The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked. Lumos understands section 14.

Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

15. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes. Lumos understands section 15.

16. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract. Lumos understands section 16.

17. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. Lumos understands section 17.

18. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-6.1.e. Lumos understands section 18.

19. TIME: Time is of the essence with regard to all matters of time and performance in this Contract. Lumos understands section 19.

20. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect. Lumos understands section 20.

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

Lumos understands section 21.

22. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect. Lumos understands section 22.

23. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change. Lumos understands section 23.

24. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party. Lumos understands section 24.

25. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon. Lumos understands section 25.

26. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases. Lumos understands section 26.

27. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship. Lumos understands section 27.

28. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same. Lumos understands section 28.

29. BANKRUPTCY: In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice. Lumos understands section 29.

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

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

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

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

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

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

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

Lumos understands section 34.

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

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

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

Lumos understands section 35.

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

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith. Lumos understands section 37.

Section 38: Lumos Networks will extend this rate for any other Agency within the State of West Virginia provided, however, that Lumos Networks is already built into the designated Agency location(s) with its then existing fiber optic network. Otherwise, Lumos Networks reserves the right to review each Agency's request on a case-by-case basis for total costs before agreeing to provide the requesting Agency with this same circuit at the same proposed rate.

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

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

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

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

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

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

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

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

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

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

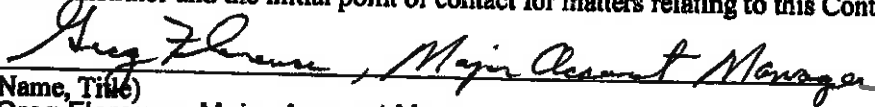
43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance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

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

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

Lumos understands section 43.

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



(Name, Title)
Greg Florence, Major Account Manager

(Printed Name and Title)
1200 Greenbrier Street, Charleston, WV 25311

(Address)

304-414-0411 / 304-720-5770

(Phone Number) / (Fax Number)

florenceg@lumosnet.com

(email address)

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

Lumos Networks

(Company)


(Authorized Signature) (Representative Name, Title)

Warren VanAlsborg, Director of Sales

(Printed Name and Title of Authorized Representative)

June 16, 2016

(Date)

304-419-2447 / 304-720-5770

(Phone Number) (Fax Number)

**REQUEST FOR QUOTATION
Network Services Provider**

SPECIFICATIONS

1 PURPOSE AND SCOPE:

The West Virginia Purchasing Division is soliciting bids on behalf of the WV State Auditor's Office (WVSAO) to establish a contract for a Network Service Provider to provide a full duplex network fiber connection (User Network Interface (UNI)) to the WVSAO Switch Room located at 1900 Kanawha Boulevard, East; Building 1, WB-14; Charleston WV 25305, and between the WVSAO Switch Room and each of the following offices below:

- 1.1 WV State Auditor's Office, 200 West Main Street, Clarksburg, WV 26301
- 1.2 WV State Auditor's Office - Malden Warehouse, 4916 Kanawha Blvd., East, Malden, WV 25306
- 1.3 WV State Auditor's Office (CID & Securities) 4004 MacCorkle Ave S.E, Charleston WV 25304
- 1.4 WV State Auditor's Office, 153 West Main Street, Clarksburg, WV 26301
- 1.5 WVNET, 837 Chestnut Ridge Road, Morgantown, WV 26505

Lumos understands section 1.

Please refer to Exhibit C for high level drawings of both the current network and the planned/proposed network which we are asking the vendor to provide bids on.

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

- 2.1 "Contract Services" means Network Services as more fully described in these specifications.
- 2.2 "Pricing Page" means the pages, contained wvOASIS or attached hereto as Exhibit A, upon which Vendor should list its proposed price for the Contract Services.
- 2.3 "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- 2.4 "EVC" means Ethernet Virtual Circuit
- 2.5 "eLine" means Ethernet Virtual Private Line data service defined by the Metro Ethernet Forum.
- 2.6 "E-LAN" means Ethernet Virtual Private LAN (EVP-LAN) or E-LAN is a multipoint-to-multipoint Ethernet Virtual Connection defined by the Metro Ethernet Forum
- 2.7 "ISP" Internet Service Provider
- 2.8 "UNI" Universal Network Interface

Lumos understands section 2.

**REQUEST FOR QUOTATION
Network Services Provider**

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

3.1 The ISP must be a Telecom license holder (Provide Documents).

3.2 The ISP must have at least three (3) similar contracts (similar by scope, nature and amount). Vendors must fill out and submit the Exhibit D Vendor Qualifications page with their bid.

Lumos understands section 3.

4 MANDATORY REQUIREMENTS:

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

4.1.1 Layer 2 Fiber Optic Data Circuits (10 Gig UNI, 3 Gig EVC (E-Lan) and D-Mark must be provided to the WWSAO Switch Room located at 1900 Kanawha Boulevard, East; Building 1, WB-14; 1900 Kanawha Blvd. E.; Charleston, WV and between WB-14 and the following locations in 4.1.1.1 through 4.1.1.5:

4.1.1.1 WV State Auditor's Office, Data Center Room, 200 West Main Street, Clarksburg, WV 26301 – 1 Gig UNI, 1 Gig EVC (E-LAN) to Building 1, WB-14, 1900 Kanawha Blvd. E.; Charleston, WV 25305

4.1.1.2 WV State Auditor's Office, Room G06, 153 West Main Street, Clarksburg, WV 26301 – 100 Meg UNI, 100 Meg EVC (E-LAN) to Building 1, WB-14, 1900 Kanawha Blvd. E.; Charleston, WV 25305

4.1.1.3 WV State Auditor's Office - Malden Warehouse; 2nd Floor Wiring Closet, 4916 Kanawha Blvd., East; Malden, WV 25306 100 Meg UNI, 100 Meg EVC (E-LAN) to Building 1, WB-14, 1900 Kanawha Blvd. E.; Charleston, WV 25305

4.1.1.4 WV State Auditor's Office – 1st Floor Wiring Room 113, 4004 MacCorkle Ave S.E, Charleston WV 25304 – 1 Gig UNI, 1 Gig EVC (E-LAN) to Building 1, WB-14, Kanawha Blvd. E.; Charleston, WV 25305

**REQUEST FOR QUOTATION
Network Services Provider**

- 4.1.1.5 WVNET, 837 Chestnut Ridge Road, Morgantown, WV 26505
100 Meg UNI, 100 Meg EVC (E-LAN) to Building 1, WB-14,
Kanawha Blvd. E.; Charleston, WV 25305
- 4.1.2 Networks must meet MEF 2.0 (Metro Ethernet Forum 2.0) Standards.
- 4.1.3 Network must meet QOS (Quality of Service) level of RTV (Real Time Voice) standards.
- 4.1.4 **The total project must be completed, tested, and service available for use by September 30, 2016.**
- 4.1.5 The current network is running over fiber optic lines. Note in Exhibit C that the network currently is connected to a switch at the WV Culture & History Building and we have a multi-mode line running from the Culture Center to our Switch Room in the West Wing Basement (WB-14) of the State Capitol.
- 4.1.6 The connectivity between the network service provider and the WVSAO must connect into our Switch Room WB-14 in the West Wing of the Capitol instead of the Culture Center as it is today.
- 4.1.7 Data Circuits must support 802.1q tunneling, allowing multiple VLANS to be established across the circuit. All Ethernet handoffs will be RJ-45 copper. The customer interface at each end of each circuit shall be RJ-45.
- 4.1.8 Vendor must utilize existing conduits and cabling trays.
- 4.1.9 Once the circuit is operational, it should be available for testing for a two-week period. Any issues arising with the circuit during testing will need to be resolved by the vendor according to the service terms below. Billing for this circuit shall commence after successful testing is completed and the vendor is notified of such. Start date of the Monthly Recurring Charge shall be established through a Change Order upon successful testing and the circuit is accepted fully operational by the Agency.
- 4.1.10 Vendor must be Metro Ethernet Forum 2.0 Certified. Vendor must provide documentation.
- 4.1.11 Fiber Optic Data Circuit Recurring Monthly Service and Maintenance Charge.
 - 4.1.2.1. All maintenance cost shall be included in the monthly recurring service charge.
 - 4.1.2.2. The monthly service and maintenance charge for these circuits shall commence after successful testing is completed and the vendor is notified that the testing is complete and system is functional.
 - 4.1.2.3. When any problem or outage with a circuit is reported, the vendor shall respond to the call by telephone within 1 hour of the problem

4.1.2.3: Lumos shall comply with a response to the customer within 1 hour of the problem being reported. For issues extending beyond 3 hours, Lumos will dispatch a technician to the customer premise or premises if they can assist with the trouble isolation. However, Lumos will not commit to a dispatch to the customer premise if the issue is of known origin such that on-site support is not warranted. Examples of known issues would be a card failure off premise or a fiber cut.

REQUEST FOR QUOTATION Network Services Provider

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.

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

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

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

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

4.1.2.4 For financial remediation please refer to the SLAs within the RFQ response.

4.2 Vendor must sign the two documents in Exhibit B prior to award: 1) the West Virginia State Auditor's Office Contractor Confidentiality Agreement and 2) the West Virginia State Auditor's Office Information Security Policy (For Contractors and any 3rd parties given access to the WVSAO network & systems).

Lumos understands section 4.

**REQUEST FOR QUOTATION
Network Services Provider**

5 CONTRACT AWARD:

5.1 Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Page (Exhibit A). Vendors must include pricing for all 6 circuits on the Pricing Page (Exhibit A).

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

Vendor should type or electronically enter the information into the Pricing Pages through WV OASIS Vendor Self Service, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Page for bid purposes by sending an email request to the following address:

Lumos understands section 5.

Linda.B.Harper@wv.gov

6 PERFORMANCE: Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract. Lumos understands section 6.

7 PAYMENT: Agency shall pay monthly in arrears as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

Lumos understands section 7.

8 TRAVEL: Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately. Lumos understands section 8.

9 FACILITIES ACCESS: Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

9.1 Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.

9.2 Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.

9.3 Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.

Exhibit A - Pricing Page

Item #	Service Location	Monthly Unit Charge	Qty	Extended Cost
1	WV State Auditor's Office, Capitol Building 1, WB-14; Charleston, WV 25305 - Origination Point 10 Gig UNI 3 Gig EVC (E-LAN)	\$1,800.00	12	\$21,600.00
2	WV State Auditor's Office, 200 West Main Street, Clarksburg, WV 26301 - 1 Gig UNI, 1 Gig EVC (E-LAN) to Building 1, WB-14, 1900 Kanawha Blvd. E., Charleston, WV 25305	\$1,450.00	12	\$17,400.00
3	WV State Auditor's Office, Room G06, 153 West Main Street, Clarksburg, WV 26301 - 100 Meg UNI, 100 Meg EVC (E-LAN) to Building 1, WV-14, 1900 Kanawha Blvd. East, Charleston, WV 25305	\$700.00	12	\$8,400.00
4	WV State Auditor's Office, Malden Warehouse, 2nd Floor Wiring Closet, 4916 Kanawha Blvd., East, Malden, WV 25306 100 Meg UNI, 100 Meg EVC (E-LAN) to Building 1, WB-14, 1900 Kanawha Blvd. E., Charleston, WV 25305	\$700.00	12	\$8,400.00
5	WV State Auditor's Office, 1st Floor Wiring Room 113, 4004 MacCorkle Ave SE, Charleston, WV 25304 - 1 Gig UNI, 1 Gig EVC (E-LAN) to Building 1, WB-14, Kanawha Blvd. E, Charleston, WV 25305	\$1,450.00	12	\$17,400.00
6	WVNET, 837 Chestnut Ridge Road, Morgantown, WV 26505 - 100 Meg UNI, 100 MEG EVC (E-LAN) to Building 1, WB-14, Kanawha Blvd. E., Charleston, WV 25305	\$700.00	12	\$8,400.00
TOTAL MONTHLY SERVICE CHARGES				\$81,600.00

Vendor must provide a price for all 6 lines of the pricing page per Section 5.1 of the specifications regarding contract award. Contract award will be for year 1 only, years 2 - 5 will be added via a formal change order by the Purchasing Division upon Vendor and Agency written approval.

REQUEST FOR QUOTATION
Exhibit B

WEST VIRGINIA STATE AUDITOR'S OFFICE
CONTRACTOR CONFIDENTIALITY AGREEMENT

This WEST VIRGINIA STATE AUDITOR'S OFFICE CONTRACTOR CONFIDENTIALITY AGREEMENT ("Agreement") dated as of this _____ day of _____, 20____, is entered into by and between the WEST VIRGINIA STATE AUDITOR'S OFFICE ("WVSAO") and Lumos Networks ("User"). (The WVSAO and the User are jointly and collectively referred to as the Parties throughout this agreement).

For purposes of this Agreement, the following definitions shall apply:

Confidential information includes, but is not limited to, demographic and contact information, tax payer id numbers, social security numbers, medical data or records, psychological, results of studies, sources of information, and financial information, which are protected by federal or state statute or regulation, or other law, or when the release of which would constitute an unreasonable invasion of privacy, unless the public interest by clear and convincing evidence requires disclosure in the particular instance, as approved by the WVSAO or WVSAO's counsel or designee. Confidential information may consist of verbal communications or be stored in written, printed or computerized databases, and includes images, as well as, text. Confidential information shall not include information that (i) is disclosed to the WVSAO or User by the individual who is the subject of the confidential information and he/she consents to subsequent disclosure in writing; (ii) is already known to the User at the time of its disclosure free of any obligation to keep it confidential; (iii) becomes publicly available through no wrongful act or omission of the User; (iv) is lawfully disclosed to the User by a third party having the right to disclose such information and without restriction on subsequent disclosure; (v) is independently developed by the User without reference to the confidential information; or (vi) is lawfully required to be disclosed to any governmental agency or is otherwise required to be disclosed by law.

Disclose or Disclosure is the release, transfer, provision of access to, or divulging or communicating in any manner information outside the WVSAO or User holding the information.

Improper collection refers to obtaining or attempting to obtain confidential information by any unauthorized person(s) or uses.

Need to know means that the User shall only have access to the minimum information necessary to perform the particular function or purpose as provided in the underlying employment contract, business contract, service agreement, or other arrangement by and between the Parties in the exercise of User's responsibilities thereunder.

Use of information is the sharing, employment, application, utilization, examination or analysis of such information within an entity that maintains or receives such information identified as confidential information hereunder.

User includes the legal entity, its officers, agents and employees, and any of its affiliates that receive the confidential information hereunder for the purposes of carrying out its obligations under an employment contract, business contract, service agreement, or other arrangement by and between the Parties.

The Parties hereto agree as follows:

It is understood between the Parties that during the term of the employment contract, business contract, service agreement, or other arrangement by and between the Parties to the extent that the User has a need to know such information, the User may have access to confidential information in paper, electronic, or verbal form and will only use such information to the extent necessary to perform the particular function or purpose as provided in the employment contract, business contract, service agreement, or other arrangement by and between the Parties in the exercise of User's responsibilities thereunder and will disclose confidential information only to the User's employees, agents, representatives, or other individuals necessary to perform the particular function or purpose as provided in that same underlying employment contract, business contract, service agreement, or other arrangement. Further, User will not obtain or attempt to obtain confidential information for any unauthorized person(s) or uses.

It is also understood between the Parties that during the term of the employment contract, business contract, service agreement, or other arrangement by and between the Parties that the User will receive and protect confidential information in conformance with this Agreement.

**REQUEST FOR QUOTATION
Network Services Provider**

9.4 Anyone performing under this Contract will be subject to Agency's security protocol and procedures. Lumos understands section 9.

10 Vendor shall inform all staff of Agency's security protocol and procedures. Vendor must sign the attached Contractor Confidentiality Agreement and the West Virginia State Auditor's Office Information Security Policy (For Contractors and any 3rd parties given access to the WVSAO network & systems). Both of these documents may be found in Exhibit B.

Lumos understands section 10.

11 VENDOR DEFAULT:

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

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

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

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

11.1.4 Failure to remedy deficient performance upon request.

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

11.2.1 Immediate cancellation of the Contract.

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

11.2.3 Any other remedies available in law or equity.

12 MISCELLANEOUS:

Lumos understands section 11.

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

Contract Manager: Greg Florence

Telephone Number: 304-414-0411

Fax Number: 304-720-5770

Email Address: florenceg@lumosnet.com

**REQUEST FOR QUOTATION
Exhibit B**

Except as permitted herein, the User agrees that it will only disclose such information upon written approval of the West Virginia State Auditor's counsel or designee. This provision applies to the disclosure of information in its total or fragmented form.

Further, the User agrees that it will not misuse any media, documents, forms, or certificates in any manner which might compromise the confidentiality or security of the information contained within them or misuse the same in circumvention of West Virginia State Auditor's Office policies, procedures or rules, or otherwise commit any unlawful act, or cause any unlawful act to be committed, for purposes of said media, documents, forms, or certificates.

Any information in any form that may be provided to User by the WVSAO including, but not limited to, copyrighted materials in the course of the Parties' employment contract, business contract, service agreement, or other arrangement and any software, computer equipment, or any other property or equipment that may be made available from time-to-time, are the exclusive property of the WVSAO and shall be immediately provided to WVSAO upon request by the WVSAO, or remain in the WVSAO's possession, if applicable, except as specifically consented to, in writing, by the WVSAO. The User understands that all access to information, property, and equipment is subject to monitoring and audit by the WVSAO.

The User and WVSAO agree that any document, report, study, article, analysis, or other written information in any form that the User prepares pursuant to the underlying employment contract, business contract, service agreement, or other arrangement by and between the Parties (the "Work Product") shall be delivered unto the WVSAO upon completion and is subject to the non-disclosure requirements hereunder, and neither party shall release the Work Product to any other source or third party without the other party's prior written approval. User shall not subsequently use the Work Product for any other project, plan, module, application, analysis, or any other purpose. This prohibition shall not apply to proprietary information owned by User to the extent that it has been incorporated into the Work Product.

The User understands that, even when it no longer has access to records at the WVSAO, it is forever bound by this Agreement and must continue to maintain the confidentiality of information to which it has previously had access. User further agrees to defend, indemnify and hold harmless the WVSAO for any unauthorized Use or misuse of the WVSAO's Confidential Information.

By signing below, the User acknowledges that it has read and understands the contents of this Agreement and understands that except as permitted by this Agreement, the improper collection, use, or disclosure of confidential information will result in a breach of this Agreement. In addition, the WVSAO reserves the right to seek any remedy available at law or in equity for any violation of this Agreement.

West Virginia State Auditor's Office

[User Name]

By: _____

By: 

Title: _____

Title: Major Account Manager

Date: _____

Date: June 16, 2016

REQUEST FOR QUOTATION
Exhibit B

**West Virginia State Auditor's Office
Information Security Policy**

*(For Contractors and any 3rd parties given
access to the WWSAO network & systems)*

August 15, 2011

REQUEST FOR QUOTATION
Exhibit B

Acceptable Use Policy

The *Acceptable Use Policy* defines objectives for establishing specific standards on appropriate business use of the WWSAO information and telecommunications systems and equipment.

I. **Scope** Lumos understands section 1.

Contractors who have been granted access to WWSAO information or systems, are covered by this policy and must comply with associated standards, procedures, and guidelines. See Section IV for Exceptions.

WWSAO information and telecommunications systems and equipment while not inclusive is comprised of the Internet, electronic mail (email), instant messaging, telephone, pager, voice mail, and fax

Objectionable refers to anything that could be reasonably considered to be obscene, indecent, illegal, harassing, offensive, or any other uses that would reflect adversely on the WWSAO including but not limited to comments or images that would offend, harass, or threaten someone on the basis of his or her race, color, religion, national origin, gender, sexual preference, or political beliefs.

WWSAO information and telecommunications systems and equipment are provided for official and authorized business purposes. Any use of such systems and equipment perceived to be illegal, harassing, offensive, or in violation of other WWSAO policies, standards or guidelines, or any other uses that would reflect adversely on the WWSAO, can be considered a violation of this policy.

The WWSAO reserves the right to monitor, record, or periodically audit use of any of its information and telecommunications systems and equipment. Use of these systems and equipment constitutes express consent by those covered by this policy to such monitoring, recording, and auditing. Actual or suspected misuse of these systems shall be reported to the appropriate WWSAO management representative in a timely manner.

The WWSAO reserves the right to disclose the nature and content of any User's activities involving WWSAO information and telecommunications systems and equipment to law enforcement officials or other need-to-know third parties without any prior notice to the User.

Users shall have no expectations of privacy when using WWSAO information and telecommunications systems and equipment

REQUEST FOR QUOTATION
Exhibit B

Specific instructions and requirements for appropriate business use of the Internet are provided in the *Internet Acceptable Use Standard*.

Specific instructions and requirements for appropriate business use of the WWSAO electronic mail system are provided in the *Electronic Mail Acceptable Use Standard*.

Specific instructions and requirements for appropriate business use of telephones, pagers, faxes, and voice mail are provided in the *Telecommunication Acceptable Use Standard*.

Specific instructions and requirements for appropriate business use of software and programs are provided in the *Software Acceptable Use Standard*.

II. Prohibited Activities Lumos understands section 2.

The following activities are prohibited and shall be reported to the Chief Information Officer (CIO) through the appropriate management channel. *Any incidents requiring technical support shall be reported to the WWSAO Help Desk at helpdesk@wvsao.gov or 304-558-2261 x2600.* This list is not all-inclusive.

- **Crashing an information system.** Deliberately crashing an information system is prohibited. Users may not realize that they caused a system crash, but if it is shown that the crash occurred as a result of user action, a repetition of the action will be viewed as a possibly deliberate act.
- **Attempting to break into an information resource or to bypass a security feature.** Controlled tests conducted during information security audits are excluded.
- **Introducing, or attempting to introduce, computer viruses, Trojan horses, or other malicious code into an information system.**
- **Copyright violation.** This includes the act of pirating software, or the use of pirated software, and the illegal duplication or promulgation of information and other intellectual property that is under copyright.
- **Illegal activities.** Use of State information resources for, or in support of, illegal purposes as defined by Federal, State, or local law.
- **Commercial use.** Use of State information resources for personal or commercial profit.
- **Browsing.** The willful, unauthorized access or inspection of confidential or sensitive information.
- **Personal or unauthorized software.** Use of such software is prohibited.
- **Commercial email systems available on the web such as AOL, Gmail, Hotmail, etc.** are not permitted for conducting WWSAO official business.

REQUEST FOR QUOTATION
Exhibit B

- Peer-to-peer file sharing, peer-to-peer networks, file hosting services, and any other means of sharing files via WWSAO computers and the WWSAO network is strictly prohibited. Sharing files in a way that infringes on the legal rights of copyright holders (e.g. pirating) is not only prohibited, it is illegal.
- Other than YouTube, all other Social Media Networks are prohibited and blocked from access. YouTube is only permitted during work hours to access WWSAO content (e.g. "State Dollar Report") all other content on YouTube is prohibited.
- Blogs are not used by the WWSAO and Contractors or other 3rd parties are prohibited from accessing/using blog sites via WWSAO network resources.
- Unauthorized software. Use of such software is prohibited.

III. Responsibilities Lumos understands section 3.

The CIO is the approval authority for the *Acceptable Use Policy* with the advice and consent of the WV State Auditor.

WWSAO management is accountable for ensuring that the *Acceptable Use Policy* and associated standards and guidelines are properly communicated and understood within their respective organizational units. WWSAO management is also responsible for defining, approving, and implementing procedures in its organizational units and ensuring their consistency with the *Acceptable Use Policy* and associated standards, procedures, and guidelines.

All individuals, groups, or organizations identified in the scope of this policy are responsible for familiarizing themselves with, and for complying with, the *Acceptable Use Policy* and associated standards, procedures, and guidelines.

IV. Policy Enforcement and Exception Handling Lumos understands section 4.

Failure to comply with the *Acceptable Use Policy* and associated standards, guidelines, and procedures can result in disciplinary actions up to and including termination of employment. Legal action also may be taken for violations of applicable regulations and laws.

Requests for exceptions to the *Acceptable Use Policy* shall be submitted to the CIO. Exceptions shall be permitted upon receipt of written approval from the CIO with the advice and consent of the WV State Auditor. Prior to written approval of any exception request, the individuals, groups, or organizations identified in the scope of this standard will continue to observe the *Acceptable Use Policy*.

REQUEST FOR QUOTATION
Exhibit B

V. Review and Revision Lumos understands section 5.

The *Acceptable Use Policy* will be reviewed and revised as warranted.

Internet Acceptable Use Standard

The *Internet Acceptable Use Standard* provides specific instructions and requirements on the proper and appropriate business use of Internet resources.

I.Scope Lumos understands section 1.

Internet Resources refer to the WWSAO systems, networks, equipment, software, and processes that provide access to and/or use of the Internet, including accessing, downloading, transmitting, or storing data and information, as well as the operation of software products and tools.

II. Requirements Lumos understands section 2.

The requirements of the *Internet Acceptable Use Standard*, although specific, **are not to be considered a comprehensive listing**. The WWSAO considers consistency with requirements as the basis for considering the appropriateness of other activities and practices that are not specifically addressed.

A. Business Use

1. WWSAO Internet Resources are provided for official and authorized WWSAO business use and purposes.
2. The use of WWSAO Internet Resources shall be in accordance with applicable laws and regulations.
3. Users shall be accountable for all Internet activity associated with their accounts.

B. Improper Use

1. Use of WWSAO Internet Resources must not be illegal, must not be perceived as a conflict of WWSAO interest, and must not interfere with normal business activities and operations.
2. Users shall not violate any laws or regulations through the use of WWSAO Internet Resources.
3. WWSAO Internet Resources shall not be used to link, bookmark, access, download, transmit, or store objectionable material, images, or content.

REQUEST FOR QUOTATION
Exhibit B

4. WWSAO Internet Resources shall not be used to conduct personal or non-WWSAO solicitations.
5. Participation in any external instant messaging systems, or forums is permitted only when conducting official and authorized WWSAO business. Personal use of WWSAO Internet Resources to participate in any chat groups, social networking groups, electronic bulletin boards, or forums is prohibited.
6. Users must not allow others to access the Internet by using their accounts.

C. Browser Software

1. Users can use only WWSAO-approved versions and configurations of browser software when using WWSAO Internet Resources.
2. Users must not adjust the browser security settings to be less restrictive than the WWSAO-approved configuration.

D. Downloaded Materials

1. WWSAO Internet Resources shall not be used to access, download, transmit, or operate any commercial software, shareware, or freeware that has not been authorized by the WWSAO.
2. All material and content that has been downloaded using WWSAO Internet Resources must be reviewed for malicious code and viruses.

Lumos understands section 10.

Electronic Mail Acceptable Use Standard

The *Electronic Mail Acceptable Use Standard* provides specific instructions and requirements on the proper and appropriate business use of Electronic Mail Resources.

I. Scope Lumos understands section 1.

Electronic Mail Resources refer to the WWSAO systems, networks, equipment, software, and processes that provide access to and/or use of the electronic mail, including accessing, downloading, transmitting, or storing data and information, as well as the operation of software products and tools.

Commercial email systems available on the web such as AOL, Gmail, Hotmail, etc. are not permitted for conducting WWSAO official business.

II. Requirements Lumos understands section 2.

Downloaded Materials

1. No WWSAO sensitive or proprietary data may be transmitted via any email system.

REQUEST FOR QUOTATION
Exhibit B

2. The content and attachments of electronic mail messages must be reviewed for malicious code and viruses.

Software Acceptable Use Standard

The *Software Acceptable Use Standard* provides specific instructions and requirements on the proper and appropriate business use of WVSAO software.

I. Scope Lumos understands section 1.

Electronic Communications Systems refers to all WVSAO information systems and equipment including Electronic Mail Resources, Internet Resources, and Telecommunications Resources, and mobile devices such as SmartPhones.

Electronic Mail Resources are defined in the *Electronic Mail Acceptable Use Standard*.

Internet Resources are defined in the *Internet Acceptable Use Standard*.

II. Requirements Lumos understands section 2.

The requirements of the *Software Acceptable Use Standard*, although specific, are not to be considered a comprehensive listing. The WVSAO considers consistency with requirements as the basis for considering the appropriateness of other activities and practices that are not specifically addressed.

A. Business Use

1. Users shall abide by and comply with any and all copyright laws pertaining to computer software and by any software license agreements that are legally applicable to them.
2. All software and licenses used by the contractor must be legally purchased or acquired.
3. The use of WVSAO software shall be in accordance with applicable laws and regulations.

B. Improper Use

1. Any use of WVSAO software must not be illegal, must not constitute or be perceived as a conflict of WVSAO interest, and must not violate WVSAO policies.
2. Users shall not violate any laws or regulations through the use of WVSAO software.

REQUEST FOR QUOTATION
Exhibit B

3. Unauthorized copying of copyrighted software and licenses for corporate, personal use, or for distribution to others is prohibited.
4. Receipt and use of unauthorized software copies and licenses is prohibited.
5. WWSAO Electronic Communications Systems shall not be used to send, receive, or store any commercial software, shareware, freeware, or public domain without the WWSAO prior authorization.

Policy Non-Compliance Lumos understands.

Anyone using this computer network system expressly consents to their data to be monitored and is advised that if such monitoring reveals possible conduct of criminal activity, system personnel will provide the evidence of such activity to law enforcement officers.

Access is restricted to authorized users only. Unauthorized access is a violation of state and federal, civil and criminal laws.

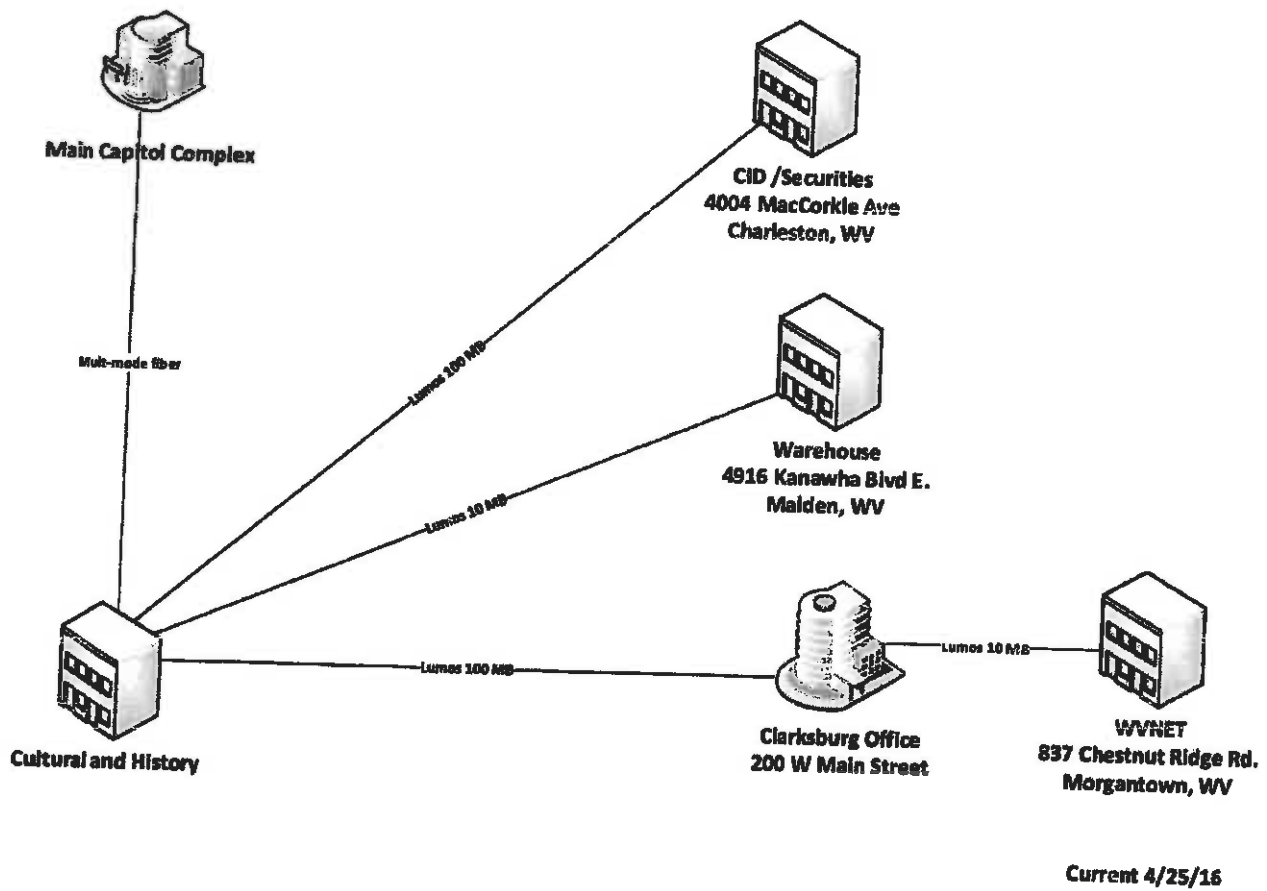
I, Greg Florence, certify that I have read and understand the West Virginia State Auditor's Information Security Policy (For Contractors and any 3rd parties) contained herein. I also agree to comply with the restrictions noted within this document.

Greg Florence

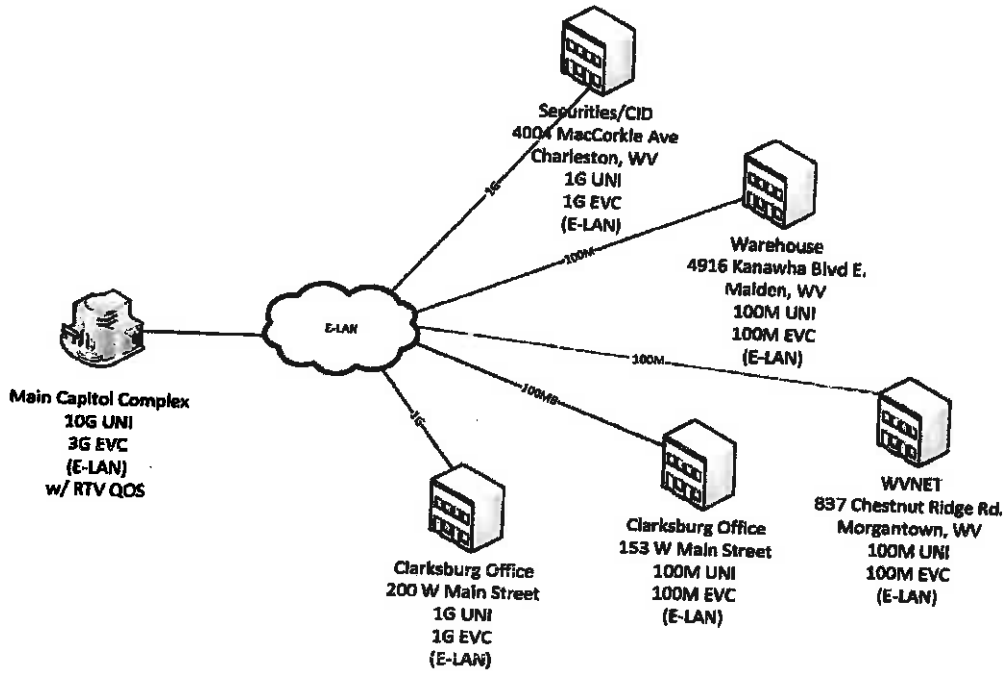
(Name)

Greg Florence / 06/16/2016
(Signature/Date)

REQUEST FOR QUOTATION
Exhibit C
"Current" High Level Network Drawing



REQUEST FOR QUOTATION
Exhibit C
"Planned" High Level Network Drawing



Proposed 5/13/16

Exhibit D

VENDOR QUALIFICATIONS

Reference #1 Name:	Access Health
Contact person:	Matt Wykle
Position:	CIO
Address:	100 Cranberry Creek Rd
City, State Zip:	Beckley, WV 25801
Telephone Number:	304-667-4007
Fax Number:	
E-mail address:	mwykle@grcs.com
Project Name:	Ethernet WAN
Project Description - please provide details of the project, i.e. scope, nature and amount.	Ethernet WAN connecting 10 locations in the Raleigh, Fayette & Greenbrier County area.

Reference #2 Name:	Marshall Health
Contact person:	Nathan Cantrell
Position:	Director of Enterprise Planning
Address:	1340 Hal Greer Blvd
City, State Zip:	Huntington, WV 25701
Telephone Number:	304-691-1636
Fax Number:	
E-mail address:	nathan.cantrell@marshall.edu
Project Name:	Ethernet WAN
Project Description - please provide details of the project, i.e. scope, nature and amount.	Project description: Ethernet WAN connecting 15 locations in the Cabell & Putnam county area.

Reference #3 Name:	Valley Health
Contact person:	Matt Williamson
Position:	IT Technician
Address:	3377 US Rt 60 E
City, State Zip:	Huntington, WV 25701
Telephone Number:	304-781-5126
Fax Number:	
E-mail address:	mawilliamson@valleyhealth.org
Project Name:	Ethernet WAN
Project Description - please provide details of the project, i.e. scope, nature and amount.	Ethernet WAN connecting 25 locations in the Wayne, Cabell, Putnam county area plus southeastern Ohio.