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General Information

Contact

Default Values

Discount

Document Information

Clarification Request

Procurement Folder: 1994002

Procurement Type: Central Master Agreement

Vendor ID: VS0000053869



Legal Name: Bushtex Inc.

Alias/DBA: Bushtex

Total Bid: \$15,564,715.00

Response Date: 10/19/2026



Response Time: 18:49

Responded By User ID: bushtex123



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SO Doc Code: CRFQ

SO Dept: 0231

SO Doc ID: OOT2700000007

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Status: Closed

Solicitation Description: Addendum No 4 - LEO Satellite Internet



Total of Header Attachments: 5

Total of All Attachments: 5



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

State of West Virginia
Solicitation Response

Proc Folder: 1994002
Solicitation Description: Addendum No 4 - LEO Satellite Internet
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2026-10-22 13:30	SR 0231 ESR10192600000003805	1

VENDOR

VS0000053869
Bushtex Inc.

Solicitation Number: CRFQ 0231 OOT2700000007
Total Bid: 15564715
Response Date: 2026-10-19
Response Time: 18:49:17
Comments:

FOR INFORMATION CONTACT THE BUYER
Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov

Vendor
Signature X

FEIN#

DATE

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	LEO Internet Service	1.00000	LS	15564715.000000	15564715.00

Comm Code	Manufacturer	Specification	Model #
81161700			

Commodity Line Comments: Delivery days subject to solicitation requirements.

Extended Description:

****Vendors Must fil out Exhibit A Pricing page in its entirety and submit with their bid*****
Enter the grand total amount from the pricing page into the unit price field to give a lump sum amount.

WEST VIRGINIA OFFICE OF TECHNOLOGY



LEO Satellite Internet Services

Technical Narrative

CRFQ 0231 OOT2700000007

Bushtex Technical Narrative September 28, 2026

Company Name: Bushtex, Inc.

Designations: Woman-Owned Small Business | Minority-owned Business

Address: 723 W Guadalupe Road, Gilbert, AZ 85233

WV Vendor ID: VS0000053869

CAGE: 3YNM8

UEI: EVGGUY8ENG18

Point of Contact: Adelaida Severson, Ph.D., CEO and President

Point of Contact Email & Phone Number: adelaida@bushtex.com | (480) 471-6688

1 Company background

Bushtex, Inc. is a woman- and minority-owned small business based in Gilbert, Arizona. Founded in 1994 by Adelaida Severson and her late husband, Barry, Bushtex has grown into a team of experienced video, audio, and satellite engineers, technicians, and camera professionals specializing in remote satellite transmissions domestically and internationally.

With a combined 46 years of industry experience, Bushtex has supported remote satellite transmissions for television broadcasters, corporations, and government customers in the United States and abroad. Our mission is to provide SATCOM services with responsiveness, honesty, professionalism, and clarity.

Bushtex provides advanced Low Earth Orbit and Medium Earth Orbit satellite solutions that meet emerging agency requirements for resilient, low-latency communications in remote and dynamic environments. Since 2024, Bushtex has provided satellite equipment and services under the U.S. Department of State TACCOMS Blanket Purchase Agreement, a worldwide contracting vehicle supporting satellite communications requirements for U.S. embassies and diplomatic posts around the globe. The BPA supports government access to commercial satellite technologies that include Starlink, Starshield, OneWeb, Kymeta, Iridium, and BGAN equipment and services. This experience demonstrates Bushtex's ability to translate agency requirements across diverse geographic and operating environments into validated terminal, service-plan, accessory, fulfillment, and technical-support configurations.

Bushtex has supported comparable government and commercial SATCOM requirements for more than 30 years. The company managed more than 450 MHz of bandwidth for the Air Force Air Combat Command Remotely Piloted Aircraft program and has extensive experience supporting DHS, CBP, MDA, Marine Corps, Navy, and other unmanned aircraft missions. Our teams have customized RF links and ground stations, supported ground-based flight operations, facilitated operational handoffs to our Network Operations Center, and supplied experienced program managers, engineers, and technicians.

Bushtex's commercial broadcast experience in high-conflict areas further strengthens our ability to respond quickly and efficiently to government requirements in remote, austere, and time-sensitive operating environments.

2 Proposed solution and relevant experience

Bushtex proposes a turnkey Low Earth Orbit (LEO) satellite internet solution for West Virginia agencies requiring fixed-site and mobile connectivity. We will integrate the satellite service, terminal equipment, installation, activation, and ongoing technical support into one managed delivery process. Our scope extends from the exterior antenna location to the Agency-designated demarcation point; the State retains responsibility for its interior network equipment, consistent with RFQ Section 2.6.

Our approach draws on government satellite-service delivery under the Department of State TACCOMS Blanket Purchase Agreement, which has included LEO equipment and services since 2024. We also provide Starlink equipment for Arizona Secretary of State polling locations on Native American reservations without internet access. These assignments are directly relevant to supplying government users with satellite connectivity where terrestrial access is unavailable or impractical.

Bushtex is a Women-Owned Small Business and Minority-Owned systems integrator established in 1994. Our ISO 9001:2015 quality management system supports controlled installation procedures, equipment traceability, and corrective action. Our Gilbert, Arizona Network Operations Center (NOC) provides a foundation for 24x7x365 technical support and coordination with field technicians and service providers.

Service configuration

Bushtex proposes Starlink Standard Gen 3 terminals for fixed locations and Starlink Mini terminals for mobile applications. Each active terminal will use the Starlink Local Priority 2 TB service plan, which



provides a priority-data allocation followed by continued Standard Data without a Bushtex-imposed hard cap. Bushtex will monitor utilization and may recommend service-plan adjustments for the State's approval while maintaining the required bandwidth and data characteristics. The attached Starlink equipment specification sheets identify the proposed terminal configurations and supporting technical characteristics. Pricing is provided separately in Exhibit A.

3 Technical approach

Fixed location service

We will deliver direct internet access through a LEO satellite connection without dependence on terrestrial last-mile access at the Agency site. The proposed fixed service will support typical throughput of at least 100 Mbps download and 25 Mbps upload under normal operating conditions, measured over a rolling 30-day period. We will establish a service baseline at activation and retain time-stamped performance records to distinguish persistent service degradation from local network, power, obstruction, or temporary congestion conditions.

The proposed Local Priority 2 TB plan provides 2 TB of priority data per terminal each month and continued Standard Data after the priority allocation is consumed. Bushtex will not impose a separate hard data cap or routine usage-based throttle. Temporary performance reductions may occur during provider network congestion and are subject to Starlink's generally applicable network-management practices. Bushtex will manage service-plan status and coordinate authorized changes through its NOC.

Equipment and installation

The fixed Starlink Standard Gen 3 equipment kit will include the phased-array antenna, Gen 3 router, power supply, manufacturer cabling, and compatible mounting hardware required to deliver the contracted service. Bushtex will furnish new, unused equipment, verify model compatibility before dispatch, associate equipment serial numbers with the applicable Agency order, and confirm activation requirements.

Our installation process begins with coordination with the Agency's onsite contact to confirm equipment placement, the designated demarcation point, power availability, access, and cable routing. We will evaluate the antenna's field of view for terrain, vegetation, and structural obstructions. This site-specific assessment is particularly important where wooded terrain or nearby slopes could interrupt satellite visibility.

Bushtex SATCOM-trained technicians will mount and secure the equipment, weatherproof penetrations and exposed connections, provide grounding and bonding as applicable, and activate the service. In accordance with Addendum No. 4, the standard fixed-site installation includes all required labor, tools, materials, and up to 100 linear feet of outdoor cable from the exterior mounting location to the designated demarcation point. Extensions beyond 100 feet will use the separately priced optional per-foot item after the Agency approves the route and length. Extraordinary construction or site work identified during a site survey will be separately scoped and authorized. Installations will meet applicable safety, building, and manufacturer requirements.

We will retain the manufacturer-supplied antenna cable and provide additional demarc cabling on the standard Ethernet side using solid-copper Cat6 suitable for the installation environment. The cable route will determine outdoor, riser, or plenum ratings. We will terminate, label, and test the installed link. Conventional copper Ethernet channels will remain within 100 meters including patch cords; longer routes require an engineered extension solution. Proprietary antenna cabling will not be field-spliced as a routine extension method.



Mobile static IPv4 addressing

Addendum No. 4 confirms that the static external WAN IPv4 requirement applies to mobile LEO connections. To satisfy this requirement, each activated mobile configuration will include a managed edge router and a dedicated, persistent, publicly routable IPv4 address delivered through a secure managed-tunnel architecture. The public address will remain independent of the dynamic or carrier-grade NAT address presented by the underlying Starlink connection.

Managed public IPv4 architecture

Each Starlink Mini will connect to a managed edge router that establishes an encrypted tunnel to a centralized VPN concentrator hosted in a secure data-center environment. The centralized gateway will route one assigned public IPv4 address through the tunnel to the applicable mobile customer-premises equipment and provide public-Internet reachability. Bushtex will configure and monitor the endpoint routers and centralized gateway through its 24x7x365 Network Operations Center. The solution will not use a shared or NAT-only public address as a substitute for the required endpoint address.

This architecture satisfies the requirement without requiring the State to acquire or administer its own public IPv4 block. Bushtex will provide the edge router as part of the mobile equipment configuration and will manage the tunnel, centralized gateway, public IPv4 assignment, monitoring, and technical support as an integrated service. The managed WAN layer will not impose a separate data allowance; available throughput remains subject to the selected Starlink service plan and normal provider network conditions. Fixed-site service will continue to provide direct public-Internet access and does not require this mobile static-IPv4 architecture.

4 Mobile service and offered configurations

Mobile service

We propose Starlink Mini terminals for vehicle applications, with service providing typical speeds of 50 Mbps download and 25 Mbps upload, consistent with Exhibit A. Each terminal will use the proposed Local Priority 2 TB plan, with continued Standard Data after the priority allocation is consumed. Bushtex will not impose an additional fixed data cap or routine usage-based throttle.

Mobile kits will include the compatible antenna and modem functionality, a managed edge router, power components, required cabling, initial network configuration, and standard field-assembly labor. Vehicle, window, tripod, and pole mounting options will each be separately identified and priced so the Agency can select the appropriate mount at order placement. Bushtex will verify mount compatibility, secure cable routing, router-to-terminal connectivity, and successful service activation, and will provide instructions for placement, power-up, satellite acquisition, safe stowage, and fault reporting. Consistent with Addendum No. 4, the proposed Starlink Mini configuration is intended for stationary field operation; communications-on-the-move capability is not represented or required.

Bushtex will accept State Telecommunications Change Requests (TCRs) for both fixed and mobile services. Each TCR will be associated with the ordering Agency, equipment configuration, service plan, location or intended operating area, selected accessories, and support contact information.

5 Implementation and operational support

Ordering and delivery

A designated contract manager will receive Agency orders and TCRs, validate the selected line items, and coordinate fulfillment through service activation. Bushtex will accept orders through wvOASIS, regular mail, facsimile, email, or other written communication as specified in Section 6.3. We will track each order separately and will not hold orders until a minimum purchase quantity is reached.



Bushtex will deliver standard equipment orders within 10 working days and emergency equipment orders within 5 working days. Full installation, activation, and verification will be completed within 30 calendar days for standard orders and 15 calendar days for emergency orders, subject to the weather and site-access constraints stated in Section 7.3 and mutually coordinated scheduling. Where site access permits, Bushtex will target the Addendum No. 4 standard-installation objective of up to 15 working days. We will communicate anticipated delays to the ordering Agency in writing. Our order register will track equipment allocation, technician assignment, shipment, installation, activation, and outstanding issues against the applicable delivery date.

We will maintain sufficient inventory to meet contractual obligations and coordinate equipment availability with assigned installation capacity. Concurrent orders will be reviewed against delivery deadlines so that additional qualified installation capacity can be assigned when needed. Bushtex will retain responsibility for the quality and completion of any subcontracted work.

Activation and service verification

At installation, the technician will verify equipment serial numbers and firmware, antenna visibility, physical mounting, weatherproofing, cable continuity, grounding where applicable, and internet connectivity at the demarcation point. We will record initial download and upload performance, latency, and packet loss, and verify static-address reachability when ordered. Billing will begin only after installation and successful operational verification, including ping and throughput testing. Initial testing establishes a baseline; rolling 30-day measurements support the RFQ's typical-throughput requirement.

Our proposed handover record will include the installed configuration, serial numbers, mounting and cable-route photographs, demarcation location, activation date, baseline test results, and support instructions. We will coordinate network-facing settings with authorized Agency staff and protect administrative credentials. Changes to State-owned interior equipment will remain under Agency control.

Technical support

Bushtex will provide 24x7x365 technical support for all furnished equipment and services through our Gilbert NOC. Support will include incident intake, remote diagnosis, provider escalation, and coordination of field service or replacement equipment. We will maintain ticket ownership through restoration and record symptoms, affected equipment, diagnostic findings, actions, and closure confirmation.

Troubleshooting will isolate local power or cabling faults, antenna obstruction, terminal faults, service provisioning, and provider-network conditions. Base support is provided through the Bushtex helpdesk by telephone, remote diagnostics, and ticket management; onsite service will be provided when separately ordered or otherwise required by the contract. When replacement is required, Bushtex will expedite shipment within two business days, preserve the site configuration and any ordered static IPv4 assignment, and verify restored connectivity. Warranty obligations will be honored separately from chargeable optional replacement items; the replacement line item will not displace remedies required by the contract.

Reporting and contract administration

We will provide quarterly reports and annual summaries identifying purchased items, quantities, and total dollar values, together with additional reports requested under Section 9.5. Standard delivery will be F.O.B. destination with its cost included in bid pricing. Returns will follow Sections 7.6 and 7.7. We will supply only the offered contract items unless an authorized contract modification permits a substitution.

Bushtex will identify its designated contract manager and dedicated 24x7 support contacts in the signed bid documents and final submission package.

6 Response to RFQ technical requirements

Fixed location service

4.1.1 Comply. The proposed Starlink service is a direct LEO satellite Internet service and does not depend on terrestrial last-mile connectivity at the Agency location.

4.1.2 Comply. The fixed Starlink Standard Gen 3 configuration is proposed to provide typical service of at least 100 Mbps download and 25 Mbps upload under normal operating conditions. Bushtex will establish an activation baseline and support review of performance over the required rolling 30-day period.

4.1.3 Comply. Each active terminal will use the Starlink Local Priority 2 TB plan, which provides 2 TB of priority data and continued Standard Data after the priority allocation is consumed. Bushtex will not impose an additional hard data cap.

4.1.4 Comply. Bushtex will not impose a routine usage-based throttle. Temporary performance reductions may occur during provider network congestion and are subject to Starlink's generally applicable network-management practices.

4.1.5 Comply. Bushtex will furnish the terminal, router or modem functionality, power components, manufacturer cabling, mounting hardware, and related materials required for the ordered fixed-site configuration.

4.1.6 Comply. Bushtex will provide turnkey installation by SATCOM-trained technicians with applicable Starlink installation experience, using Starlink installation guidance and applicable safety, building, grounding, weatherproofing, and cabling requirements. Each standard fixed-site installation includes up to 100 linear feet of outdoor cable to the Agency-designated demarcation point; additional length is separately priced, and extraordinary site work will be separately scoped after site review.

4.1.7 Comply. Bushtex will provide 24x7x365 support for furnished equipment and services through its Gilbert Network Operations Center.

4.1.8 Comply. Bushtex will accept State Telecommunications Change Requests for fixed-service orders. Fixed sites will receive direct public-Internet access. As clarified in Addendum No. 4, the dedicated static external WAN IPv4 option applies to mobile service and is addressed under Section 4.2.8 below.

Mobile service

4.2.1 Comply. The proposed Starlink Mini solution provides direct LEO satellite Internet service for mobile applications.

4.2.2 Comply. Bushtex proposes mobile service with typical throughput of at least 50 Mbps download and 25 Mbps upload under normal operating conditions, measured over the required rolling 30-day period.

4.2.3 Comply. The proposed Local Priority 2 TB service includes continued Standard Data after the priority allocation is consumed, without an additional hard cap imposed by Bushtex.

4.2.4 Comply. Bushtex will not impose routine usage-based throttling. Temporary provider congestion management is governed by the disclosed Starlink service terms.

4.2.5 Comply. Bushtex will furnish each mobile equipment configuration with the Starlink terminal, managed edge router, applicable power components and cabling, and initial network configuration. Bushtex will offer compatible vehicle, window, tripod, and pole mounting options for selection at the time of order. Applicable accessories and standard field-assembly labor will be included in the relevant mobile equipment or mounting pricing.

4.2.6 Comply. Mobile equipment and service are supported through the Bushtex 24x7x365 Network Operations Center.



4.2.7 Comply. Bushtex will accept State Telecommunications Change Requests for mobile-service orders.

4.2.8 Comply. Each activated mobile LEO configuration will use a managed edge router and encrypted tunnel to a centralized VPN concentrator. Bushtex will route one dedicated, persistent, publicly routable IPv4 address through the managed tunnel to the applicable mobile CPE. The service will not use a shared, private-only, or NAT-only address as a substitute for the required public static IPv4 address.

Mandatory qualifications

4.3.2.1 Comply. Bushtex is an authorized Starlink reseller, and the applicable authorization documentation accompanies the response.

4.3.2.2 Comply. Bushtex will use SATCOM-trained technicians with relevant Starlink installation experience and will perform work in accordance with Starlink instructions and applicable safety, grounding, weatherproofing, cabling, and building requirements. Bushtex does not represent that Starlink issues a separate installer credential; the attached reseller authorization and documented installation experience substantiate Bushtex's qualifications.

4.3.2.3 Comply. Bushtex's Department of State TACCOMS BPA and Arizona Secretary of State Starlink work demonstrate recent LEO support for federal and state government customers. The relevant approach and outcomes are described in Section 7.

4.3.2.4 Comply as amended by Addendum No. 4. Bushtex has completed five satellite or network installation projects during the applicable five-year period in rural, remote, geographically challenging, or austere CONUS and OCONUS environments. The qualifying projects described in Section 7 are two separate Arizona Secretary of State polling-site installations completed in 2024, the Djibouti fixed Starlink shelter installation completed in 2023, the Yuma CBP remote shelter installation completed in 2025, and the North Dakota remote-site installation completed in 2025. The amended requirement permits qualifying work worldwide and does not require Appalachian-region experience.

Ordering delivery and administration

Sections 6 and 7 Comply. Bushtex will accept the ordering methods identified in the RFQ and include standard delivery in pricing. Standard equipment will be delivered within 10 working days and emergency equipment within 5 working days. Full installation and verified activation will be completed within 30 calendar days for standard orders and 15 calendar days for emergency orders, subject to stated weather and site-access constraints and mutually coordinated scheduling. Bushtex will communicate anticipated delays in writing.

Sections 8 and 9 Comply. Bushtex accepts the stated performance obligations and remedies, will maintain sufficient supply to fulfill orders, will provide quarterly and annual purchasing reports, and will designate a contract manager for normal-business-hours administration in addition to the 24x7x365 technical-support function.

7 Government LEO service experience

Bushtex's recent government work demonstrates that the proposed solution is grounded in repeatable field practices rather than a theoretical design. The examples below describe the approach and outcomes from comparable satellite deployments supporting the government LEO experience requirement in Section 4.3.2.3 and the five completed installation projects required by Section 4.3.2.4, as amended.

Department of State TACCOMS Blanket Purchase Agreement

Customer: U.S. Department of State. Role: prime contractor. Period: 2024 to present.

Approach: Since 2024, Bushtex has provided satellite equipment and services under the Department of State TACCOMS Blanket Purchase Agreement, formerly known as REACH. Bushtex translates each



government requirement into a validated equipment and service configuration, including the terminal, subscription, accessories, fulfillment, and support path. The available portfolio includes Starlink, Starshield, OneWeb, Kymeta, Iridium, and BGAN equipment and services.

Outcome: The BPA provides the Department of State with an established ordering path for commercial satellite technologies and demonstrates Bushtex's ability to manage government LEO requirements through a repeatable procurement and fulfillment process. Bushtex will apply the same configuration discipline for West Virginia by validating the selected terminal, service plan, mounting hardware, cabling, activation requirements, and support path before fulfillment.

Arizona Secretary of State remote polling-site installations

Customer: Arizona Secretary of State. Role: prime contractor. Installation period: 2024.

Approach: In 2024, Bushtex completed two separate Starlink equipment deployments for Arizona Secretary of State polling locations on Native American reservations where terrestrial Internet access was unavailable. Each polling location was treated as a distinct installation project with its own equipment configuration, placement, power coordination, activation, and operational verification. Bushtex selected compact LEO equipment suited to the remote operating environments and coordinated the site-specific requirements needed to support the polling mission.

Outcome: The State obtained practical LEO connectivity at two independently deployed polling sites that could not depend on terrestrial last-mile service. These completed installations demonstrate Bushtex's ability to repeat a controlled deployment process across separate remote locations by validating site conditions, supplying the appropriate equipment configuration, establishing connectivity, and providing a clear escalation path through the Bushtex NOC.

Djibouti fixed Starlink shelter installation

Approach: In 2023, Bushtex installed and integrated a fixed Starlink terminal for its SATCOM shelter in Djibouti, an austere operating environment characterized by high heat, coastal humidity, seasonal heavy rain, dust, limited local infrastructure, and extended logistics chains. Bushtex addressed terminal placement, secure mounting, weather protection, activation, network integration, and remote operational support as one controlled installation process.

Outcome: The Starlink connection achieved 100 percent reported service availability during the applicable operating period, demonstrating the effectiveness of Bushtex's installation discipline and continuing support in conditions at least as demanding as the rural and remote environments anticipated in West Virginia. This result supports the proposed fixed-site method but is not represented as a contractual availability guarantee for the West Virginia service.

Yuma CBP remote shelter installation

Approach: In 2025, Bushtex installed and integrated satellite and network equipment at a remote CBP shelter site in Yuma, Arizona, where traditional cellular and Wi-Fi services were unavailable. The work included equipment placement, cabling, power coordination, activation, network integration, and operational verification for general site connectivity.

Outcome: The installation established practical general-purpose connectivity at an otherwise unserved remote shelter and demonstrated Bushtex's ability to deploy and support communications equipment in a geographically challenging border environment.

North Dakota remote site installation

Approach: In 2025, Bushtex installed and integrated satellite and network equipment at a remote site in North Dakota where traditional cellular and Wi-Fi services were unavailable. Bushtex coordinated



equipment placement, cabling, power, activation, network integration, and operational checks to support general connectivity.

Outcome: The installation delivered a reliable connectivity path for the remote site and further demonstrates Bushtex's experience executing satellite/network deployments in rural locations with limited terrestrial communications infrastructure.

Supporting satellite operations experience

Bushtex also installs, operates, and maintains six 6.1-meter antenna systems supporting General Atomics and DHS unmanned aircraft Ground Control Station operations, with remote oversight from our Gilbert NOC. This work demonstrates installation discipline, network integration, fault isolation, and long-term sustainment in support of demanding government operations. It is presented as supplemental SATCOM experience and is not required to satisfy either the five completed installation projects or the separate two-government-customer LEO requirement.

8 Mandatory qualifications and supporting evidence

Authorized provider status

Bushtex is an authorized Starlink reseller. The accompanying reseller authorization documentation establishes Bushtex's authority to provide the proposed Starlink equipment and services.

Technician qualifications

Bushtex will assign SATCOM-trained technicians with applicable Starlink installation experience to perform installation and support. Our technicians will follow Starlink's published equipment and mounting instructions, including cable routing, weatherproofing, power connections, grounding where applicable, activation, and operational checks. Bushtex's reseller authorization and demonstrated installation experience support this approach; manufacturer-issued installer certification is not represented.

Supporting attachments

The submission package includes the Starlink equipment specification sheets, Starlink reseller authorization documentation, Insurance coverage, completed Exhibit A pricing, and the signed State bid documents.

Contract Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price
Fixed LEO Service (4.1.2; 4.1.3; 4.1.4)	Monthly service providing typical 100/25 Mbps bandwidth, unlimited data, no routine throttling	Per Month	12,000	\$717.60	8611200
Fixed LEO Equipment Kit (4.1.5)	Dish/antenna, modem, mounting hardware	Per Site	500	\$1,823.80	911900
Professional Installation (≤50 ft demarc) (4.1.6)	Manufacturer certified install, weatherproofing, grounding	Per Site	500	\$375.00	187500
Static IPv4 WAN Address (Optional) (4.1.7)	Dedicated, publicly routable IPv4 address	Per Site / Per Month	300	\$3,019.60	905880
Demarc Extension >50 ft (Optional) (4.1.6)	Additional cabling beyond included 50 ft	Per Linear Foot	10,000	\$0.75	7500
Mobile LEO Service (4.2.2; 4.2.3; 4.2.4)	Typical 50/25 Mbps bandwidth, unlimited data	Per Month	6,000	\$717.60	4305600
Mobile LEO Equipment Kit (4.2.5)	Mobile dish/antenna + modem (if required)	Per Unit	300	\$1,309.76	392928
Mounting Hardware – Vehicle (4.2.5)	Vehicle mount	Per Unit	300	\$91.95	27585
Mounting Hardware – Window (4.2.5)	Window mount	Per Unit	300	\$59.94	17982
Mounting Hardware – Tripod (4.2.5)	Tripod mount	Per Unit	300	\$44.40	13320
Mounting Hardware – Pole (4.2.5)	Pole mount	Per Unit	300	\$44.40	13320
24x7x365 Technical Support (4.1.7; 4.2.6)	Included support for all equipment and services	Included	N/A	Included	Included
Replacement Hardware (Optional) (4.1.7; 4.2.6)	Replacement dish/modem due to failure	Per Unit	100	\$1,700.00	170000
				Grand total	15564715

*****NOTE*****

Vendors must enter a unit price for every Contract Item listed on the Pricing Pages.

If a Vendor enters a unit price of '0.00,' the State will interpret this as the Vendor offering the item at no cost for the entire term of the Contract, including all renewal years.

Estimated quantities listed on the Pricing Pages are for evaluation purposes only.

No minimum or maximum purchase volume is guaranteed or implied. Actual usage may vary and the State makes no commitment to purchase any specific quantity of any Contract Item.

Failure to provide a unit price for every Contract Item may result in disqualification.

Please complete all fields in this certification to seek an exception ("Exemption") to sell Starshield products to a third-party reseller ("Certification"). If approved, the Exemption is valid for the specific activities, third-party resellers ("3P Resellers"), End-Users and service territories listed in Certification, Starshield reserves the right to terminate or suspend this Exemption, Services or its Agreement with Reseller in response to incomplete or incorrect information or a violation to the terms and conditions of this Certification.

3P Reseller Information (Intermediary)				
Name	Bushtex			
Website	www.bushtex.com			
Point of Contact	Michael Reid		Title CTO	
	Phone (480) 471-6688		Email michael@bushtex.com	
Due Diligence	Reseller certifies that within the proposed sales territories, the 3P Reseller is (a) qualified to do business under the laws; (b) has the necessary telecommunication authorization to resell Starshield Services and equipment, and (c) is in good standing. Y/N	Yes	Reseller certifies that the 3P Reseller been screened and is <u>not</u> listed on the Specially Designated Nationals List, Denied Persons List, Entity List, or any other similar applicable government list? Y/N	Yes
Opportunity Information				
US Government End-User Name(s) / Group(s)	Department of State			
Sale Description (Kits and Subscriptions, etc.)	Subscriptions, Starshield Mini, Starshield Flat High Performance and Starlink for government			
Use Case (~100 words)	This Company has the contract to support DoS. This would be the standard DoD third party relationship.			
Why isn't the Authorized Reseller selling directly to End-User? (1-3 concise bullet points)	Because of their existing contract with DoS.			
Why is this 3P Reseller in the best position to resell to End-User? (1-3 bullet points)	Because of their existing contract with DoS.			
Will the 3P Reseller <u>contract</u> with the End-User directly? Y/N	Yes	If not, who will?		
Will the 3P Reseller <u>invoice</u> the End-User directly? Y/N	Yes	If not, who will?		
Will the 3P Reseller provide <u>customer support</u> directly? Y/N	Yes	Will 3P reseller meet the requirements in Appendix A?	Yes	
Will the 3P Reseller install the terminals on-site directly? Y/N	No	If yes, will the 3P reseller integrate Starshield with 3P-reseller-specific products? (provide details in notes)		
Does the Authorized Reseller interface allow the 3P reseller to operate using <u>all</u> the API end points available? Y/N/NA	Yes	If no, which are the unavailable end point and resolution path?		
Terms & Conditions				
1. Authorized Reseller ("you") agrees to incorporate into any agreement with the 3P Reseller the relevant terms and obligations included in the Reseller Terms of Service executed between Authorized Reseller and Space Exploration Technologies Corp. for U.S. Military or IC End-Users only ("Reseller Terms of Service") (as such may be amended from time to time), including				

the Starshield Policies, requirements applicable to the Eligible Service Territory, any relevant exclusions, limitations and disclaimers for the Services and Kits, and (c) the obligation to break out as an itemized line item the exact Service fee and corresponding Service Plan that 3P Reseller is paying to procure Services ("Proposal & Invoice Requirement") on both (i) proposals to End-User(s); and (ii) an End-User's invoice, in addition to any other itemized (e.g., value added service) fees included. This Proposal & Invoice Requirement must list "Starshield Services" next to the fee. If solicitation requirements do not permit the foregoing itemized breakout, the 3P Reseller shall otherwise explain the pricing structure in its proposal consistent with the foregoing

2. You agree to incorporate into any agreement with the 3P Reseller the requirement to flow-down the relevant provisions in the Reseller Terms of Service into any End-User agreement, such as, but not limited to, Acceptable Use Policy and the Fair Use Policy. In the event of any material violation of the Reseller Terms of Service by the 3P Reseller or the End-User, Starshield reserves the right to terminate or suspend Services to you, the 3P Reseller or the End-User after providing Authorized Reseller advance written notice of default and a chance to cure or remedy the issue within thirty (30) days after Authorized Reseller's receipt of such notice. .
3. If Starshield updates its Reseller Terms of Service with its Authorized Reseller per the agreed upon notification requirements, then you must flow down all relevant changes to the 3P Reseller within 14 days.
4. Starshield will not provide customer support or access to the Customer Support Portal to the 3P Reseller or it's End-User. Unless otherwise agreed in this Exemption Request and Certification, the Authorize Reseller must provide training to the 3P Reseller to ensure it is proficient in addressing Tier 1 requests (see Appendix A).
5. **Neither the Reseller, the 3P Resellers nor the End-User are authorized to use Starshield's Trademarks as defined the Agreement. The Authorized Reseller shall require and enforce the 3P Reseller to refrain from marketing or publicly stating an affiliation, resell or use of Starshield without prior written approval from Starshield.**
6. Authorized Reseller shall support, and 3P Resellers shall include the option, to transfer 3P Reseller's End-Users to direct customers of the Authorized Reseller or Starshield, upon the End-User's request.
7. Starshield reserves the right to survey, conduct interviews and/or outreach directly to the 3P Reseller and/or the End-User to evaluate this exemption request and End-User satisfaction.
8. Subject to Section 13 of the Reseller Terms of Service, this Exemption may be terminated at any time, for any reason by Starshield. Reasons for termination include (but are not limited to) inadequate customer experiences or a violation of the Reseller Terms of Service,.

Authorized Reseller Signature

Company Name	SES Space and Defense
Signatory Name	Hugh P. McCauley
Title	Director Business Development
Signature	<i>Hugh P. McCauley</i>
Date	04/03/2024

Starshield Review

Approved/Declined	Approved
Date	4/9/2025
Signature	<i>Tracy Meler</i>
Notes	
Account Number created	

Appendix A: Minimum expected support from 3P Reseller (Level 1 support)

Level 1 support is the first tier of support, usually provided by entry level IT support personnel. The technicians in Level 1:

- Collect customer requests and data
- Attend to customer phone calls
- Respond to user emails and social media messages
- Conduct basic troubleshooting using questionnaires to find out the level of support needed
- Create tickets for Level 2 support
- Provide product information
- Solve common problems such as username and passwords issues, menu navigation, verification of hardware and software, installation issues, and setup.

Level 1 support teams solve user problems by following standard operating procedures (SOP). If no solutions are available as per the training and instructions, Level 1 personnel forward the queries to Level 2 support (Authorized Reseller)

For Starshield specifically, we require that all 3P Reseller support staff is able to perform, at least, the following:

- Verify physical connections: Ensure all cables are securely connected without any damage or loose connections.
- Check power and indicators: Ensure relevant network devices have power and functioning indicator lights.
- Restart network devices: power cycle the Dish, router, and other network devices to resolve temporary glitches. This is done through the Authorized Reseller Portal/UI.
- Test different devices: Determine if the issue is device-specific by connecting another device to the network.
- Verify IP address settings: check if the device is obtaining the correct IP address automatically (DHCP).
- Ping a known website: Use the command prompt or terminal to ping a well-known website to test connectivity.
- Disable firewall or antivirus temporarily: temporarily disable firewall or antivirus software to check if they are causing connection issues.

Contact Reseller: If the issue persists who will then handle 2nd and 3rd line support.

Though a NOC is not required, the 3P Reseller should be equipped with a proactive system to identify if a Starshield terminal is down at all times (through a 3P Reseller managed router/firewall).



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

State of West Virginia
Centralized Request for Quote
Telecomm

Proc Folder: 1994002

Doc Description: LEO Satellite Internet

Reason for Modification:

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2026-09-11	2026-09-29 13:30	CRFQ 0231 OOT2700000007	1

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000053869

Vendor Name : Bushtex Inc.

Address : 723 W. Guadalupe Rd. Gilbert, AZ 85233

Street : 723 W. Guadalupe Rd.

City : Gilbert

State : Arizona

Country : USA

Zip : 85233

Principal Contact : Adelaida Severson

Vendor Contact Phone: 480-741-6688

Extension:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch
(304) 558-8802
toby.l.welch@wv.gov

Vendor
Signature X

Joseph Nieves

FEIN# 20-0132017

DATE 9/28/2026

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

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Office of Technology (WVOT) to establish an open-end contract for the purchase of a turnkey Low Earth Orbit (LEO) satellite internet solution as more fully described in the specifications contained herein.

INVOICE TO

DEPARTMENT OF
ADMINISTRATION
OFFICE OF TECHNOLOGY
1900 KANAWHA BLVD E,
BLDG 5 10TH FLOOR
CHARLESTON WV
US

SHIP TO

WV OFFICE OF
TECHNOLOGY
BLDG 5, 10TH FLOOR
1900 KANAWHA BLVD E
CHARLESTON WV
US

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	LEO Internet Service	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81161700			

Extended Description:

****Vendors Must fill out Exhibit A Pricing page in its entirety and submit with their bid*****

Enter the grand total amount from the pricing page into the unit price filed to give a lump sum amount.

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions are due by 3:00 p.m.	2026-09-21

	Document Phase	Document Description	Page 3
OOT2700000007	Draft	LEO Satellite Internet	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

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.

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.

3. **PRE-BID MEETING:** The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

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

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 individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying 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. 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.

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.

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 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 non-binding.

Submitted emails should have the solicitation number in the subject line. Question

Submission Deadline: **Monday September 21, 2026 @ 3:00 p.m/**

Submit Questions to: Toby L welch
2019 Washington Street, East Charleston, WV 25305
Fax: (304) 558-3970
Email: Toby.L.Welch@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.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, 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. The Purchasing Division will not accept bids or modification of bids via email.

Bids submitted in paper, facsimile, or via wvOASIS must contain a signature. Failure to submit a bid in any form without a signature will result in rejection of your bid.

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:
BUYER: Toby L Welch
SOLICITATION NO.: CRFQ OOT2700000007
BID OPENING DATE: TUESDAY SEPTEMBER 29, 2026
BID OPENING TIME: 1:30 P.M.
FAX NUMBER: 304-558-3970

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.

Bid Delivery Address and Fax Number:
Department of Administration, Purchasing Division 2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

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 or via delivery by mail).

Bid Opening Date and Time: 9/29/26 @ 1:30 P.M.

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 Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, 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 **shall** 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.

[] This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6.2, 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.

12. 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.

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

14. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:

For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37 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.

16. 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 § 148-1-4.7.

17. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and 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 to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

18. 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.”

19. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.6. and § 148-1-6.3.”

20. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.7. This authority does not apply to instances where state law mandates receipt with the bid.

21. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

22. 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.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

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

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

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

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

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

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

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

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

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

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

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

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of One (1) Year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

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

☐ **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.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

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

☒ **Open End Contract:** Quantities listed in this Solicitation/Award Document 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.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

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

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

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

☐

☐

☐

☐

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

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

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

☒ **Automobile Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

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

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

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

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

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

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

☐

☐

☐

☐

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

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

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

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

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

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

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

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

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

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

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

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

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

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

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. 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.

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

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

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

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, 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.

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

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

42. 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.

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

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

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

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

(Printed Name and Title) Lars Severson, Strategy & Operations Manager
(Address) 723 W. Guadalupe Rd. Gilbert AZ 85233
(Phone Number) / (Fax Number) 480-278-9760
(email address) lars@bushtex.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract 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/Contract 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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Bushtex Inc.

(Company) _____
Joseph Nieves
(Signature of Authorized Representative) _____
Joseph Nieves - Accounting and Contracts Manager - 09/26/2026
(Printed Name and Title of Authorized Representative) (Date) _____
Ph: (480)471-6688 Fax: (480) 832-0943
(Phone Number) (Fax Number) _____
joseph@bushtex.com
(Email Address) _____

REQUEST FOR QUOTATION
Low Earth Orbit Satellite - Internet

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Department of Administration, Purchasing Division is issuing this solicitation as a request for quote ("RFQ"), as authorized by W. Va. Code, for the West Virginia Office of Technology (hereinafter referred to as the "Agency") to provide a Statewide Contract for turnkey Low Earth Orbit (LEO) satellite internet solution that provides high-speed, unthrottled, and unlimited data connectivity to designated state facilities
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 Item"** or **"Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2 **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A if applicable, and used to evaluate the Solicitation responses.
 - 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 **LEOS Low Earth Orbit Satellite**
 - 2.5 **TCR Telecommunications Change request**
 - 2.6 **"Turnkey"** for purposes of this Contract, means provision, installation, and activation of all LEO satellite equipment from the exterior mounting location to the demarcation point designated by the Agency, excluding any interior network equipment owned or managed by the State.
3. **Goals and Objectives**
 - 3.1 To establish a high-speed, low-latency internet service with a target bandwidth of at least 100 Mbps download and 25 Mbps upload under normal operating conditions
 - 3.2 To ensure uninterrupted and consistent service through the provision of an unlimited data plan with no hard data caps and no routine throttling, subject only to reasonable network management practices disclosed in the Vendor's service terms.
 - 3.3 To receive a complete, professionally installed solution and have access to comprehensive, 24x7x365 technical support for all provided equipment and services.
4. **GENERAL REQUIREMENTS:**
 - 4.1 **Fixed Location LEOS Internet Service**
 - 4.1.1 The proposed solution must be a Low Earth Orbit (LEO) satellite-based internet access service that provides direct connectivity to the

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public internet without reliance on terrestrial last-mile access technologies.

- 4.1.2** The service must be capable of delivering typical bandwidth of at least 100 Mbps download and 25 Mbps upload under normal operating conditions, as measured over a rolling 30-day period.
- 4.1.3** The service plan must include unlimited data with no fixed data caps; any fair-use or network management policies must be disclosed and may not materially impair the Agency's ability to use the service for ordinary governmental operations.
- 4.1.4** The service must not employ routine, usage-based throttling of individual Agency connections. Any temporary performance reductions due to network congestion must be applied in a non-discriminatory manner and disclosed in the Vendor's service terms.
- 4.1.5** The successful bidder must provide all satellite equipment required to deliver the contracted service, including, but not limited to the satellite dish/antenna, modem, and mounting hardware, as specified in the Vendor's bid response.
- 4.1.6** The successful bidder must provide full professional installation of all satellite equipment using manufacturer-certified technicians. Installation shall include all labor, tools, and materials necessary to mount, secure, weatherproof, and activate the equipment. The Vendor shall provide a demarc extension of up to fifty (50) linear feet from the exterior mounting location to the Agency's designated demarcation point at no additional cost. Any distance beyond fifty (50) feet shall be priced as an optional line item on the Pricing Pages. The Agency's onsite contact will identify the desired equipment placement, and the Vendor shall ensure the installation meets all applicable safety, building, and manufacturer standards.
- 4.1.7** The successful bidder must provide 24x7x365 technical support for the service, and all provided equipment.
- 4.1.8** The successful bidder must be able to provide a publicly routable dedicated static IPv4 WAN address for fixed-location installations upon request. Static IP service shall remain persistent across hardware replacements or service renewals. Agencies will identify the need for static IP service at the time of order, and Vendors shall list static IP pricing as a separate optional line item on the Pricing Pages. Static IP service is not required for mobile installations unless specifically requested by the Agency. The successful bidder must be able to accept a TCR provided by the State of West Virginia for ordering services.

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Low Earth Orbit Satellite - Internet

4.2 Mobile LEOS Internet Service

- 4.2.1 The proposed solution must be a Low Earth Orbit (LEO) satellite direct internet service.
- 4.2.2 The service must be capable of delivering typical bandwidth of at least 100 Mbps download and 25 Mbps upload under normal operating conditions, as measured over a rolling 30-day period
- 4.2.3 The service plan must include unlimited data with no fixed data caps; any fair-use or network management policies must be disclosed and may not materially impair the Agency's ability to use the service for ordinary governmental operations
- 4.2.4 The service must not employ routine, usage-based throttling of individual Agency connections. Any temporary performance reductions due to network congestion must be applied in a non-discriminatory manner and disclosed in the Vendor's service terms
- 4.2.5 The successful bidder must offer mounting hardware options including Vehicle, Window, Tripod, and Pole mounts. Agencies will select required mount types at the time of order; each mount type shall be separately priced on the Pricing Pages.
- 4.2.6 The successful bidder must provide 24x7x365 technical support for the service, and all provided equipment.
- 4.2.7 The successful bidder must be able to accept a TCR provided by the State of West Virginia for ordering services

4.3.2. Mandatory Qualification/Experience Requirements The following mandatory requirements must be met by the Vendor. Failure to comply will lead to disqualification.

- 4.3.2.1 Vendor must be an authorized direct provider or authorized reseller of the proposed LEO satellite service and should provide documentation of such authorization from the underlying service provider with its bid response. Vendors may be required to provide documentation prior to, or after award.
- 4.3.2.2 Vendor must confirm that all installation and support will be performed by technicians certified and trained on the proposed equipment.
- 4.3.2.3 Vendor must have provided LEO satellite services to at least two (2) state or federal government entities within the past five (5) years. Vendor should list these entities, contract terms, and contact information in its bid response. Vendors may be required to provide documentation prior to, or after award.
- 4.3.2.4 Vendor must have completed at least five (5) network installation projects in rural or remote areas within West Virginia or the Appalachian region within the past five (5) years. Vendor should provide a brief description of each project. Vendors may be required to provide documentation prior to, or after award.

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Low Earth Orbit Satellite - Internet

5 CONTRACT AWARD:

5.3 Contract Award: The Contract is intended to provide Agencies with a purchase price on all Contract Items. The Contract shall be awarded to the Vendor whose bid is determined to be fully compliant with all mandatory requirements and who offers the lowest overall total cost as shown on the Pricing Pages. Determinations of compliance with mandatory requirements shall be made on an objective, pass/fail basis.

5.4 Pricing Pages: Vendor should complete the Pricing Pages by providing the license cost. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

The Pricing Pages contain a list of the Contract Items and estimated purchase volume. The estimated purchase volume for each item represents the approximate volume of anticipated purchases only. No future use of the Contract or any individual item is guaranteed or implied.

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

6 ORDERING AND PAYMENT:

6.3 Ordering: Vendor shall accept orders through wvOASIS, regular mail, facsimile, e-mail, or any other written form of communication. Vendor may, but is not required to, accept on-line orders through a secure internet ordering portal/website. If Vendor has the ability to accept on-line orders, it should include in its response a brief description of how Agencies may utilize the on-line ordering system. Vendor shall ensure that its on-line ordering system is properly secured prior to processing Agency orders on-line.

6.4 Payment: Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

7 DELIVERY AND RETURN:

7.3 Delivery Time: Vendor shall deliver standard orders within thirty (30) calendar days after orders are received. Vendor shall deliver emergency orders within fifteen (15) calendar day(s) after orders are received, subject to weather and site access constraints. Any anticipated delay must be communicated in writing to the ordering Agency. Vendor shall ship all orders in accordance with the above schedule and shall not hold orders until a minimum delivery quantity is met.

7.4 Late Delivery: The Agency placing the order under this Contract must be notified in writing if orders will be delayed for any reason. Any delay in delivery that could cause harm to an Agency will be grounds for cancellation of the delayed order, and/or obtaining the items

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ordered from a third party.

Any Agency seeking to obtain items from a third party under this provision must first obtain approval of the Purchasing Division.

- 7.5 Delivery Payment/Risk of Loss: Standard** order delivery shall be F.O.B. destination to the Agency's location. Vendor shall include the cost of standard order delivery charges in its bid pricing/discount and is not permitted to charge the Agency separately for such delivery. The Agency will pay delivery charges on all emergency orders provided that Vendor invoices those delivery costs as a separate charge with the original freight bill attached to the invoice.
- 7.6 Return of Unacceptable Items:** If the Agency deems the Contract Items to be unacceptable, the Contract Items shall be returned to Vendor at Vendor's expense and with no restocking charge. Vendor shall either make arrangements for the return within five (5) days of being notified that items are unacceptable, or permit the Agency to arrange for the return and reimburse Agency for delivery expenses. If the original packaging cannot be utilized for the return, Vendor will supply the Agency with appropriate return packaging upon request. All returns of unacceptable items shall be F.O.B. the Agency's location. The returned product shall either be replaced, or the Agency shall receive a full credit or refund for the purchase price, at the Agency's discretion.
- 7.7 Return Due to Agency Error:** Items ordered in error by the Agency will be returned for credit within 30 days of receipt, F.O.B. Vendor's location. Vendor shall not charge a restocking fee if returned products are in a resalable condition. Items shall be deemed to be in a resalable condition if they are unused and in the original packaging. Any restocking fee for items not in a resalable condition shall be the lower of the Vendor's customary restocking fee or 5% of the total invoiced value of the returned items.

8 VENDOR DEFAULT:

- 8.3** The following shall be considered a vendor default under this Contract.
- 8.3.2** Failure to provide Contract Items in accordance with the requirements contained herein.
- 8.3.3** Failure to comply with other specifications and requirements contained herein.
- 8.3.4** Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 8.3.5** Failure to remedy deficient performance upon request.

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

8.4.2 Immediate cancellation of the Contract.

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

8.4.4 Any other remedies available in law or equity.

9 MISCELLANEOUS:

9.3 No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

9.4 Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

9.5 Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

9.6 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: Joseph Nieves
Telephone Number: (480) 471-6688
Fax Number: (480) 832-0943
Email Address: joseph@bushtex.com

EXHIBIT A - PRICING PAGE

Contract Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price
Fixed LEO Service (4.1.2; 4.1.3; 4.1.4)	Monthly service providing typical 100/25 Mbps bandwidth, unlimited data, no routine throttling	Per Month	12,000	\$____	\$____
Fixed LEO Equipment Kit (4.1.5)	Dish/antenna, modem, mounting hardware	Per Site	500	\$____	\$____
Professional Installation (≤50 ft demarc) (4.1.6)	Manufacturer-certified install, weatherproofing, grounding	Per Site	500	\$____	\$____
Static IPv4 WAN Address (Optional) (4.1.7)	Dedicated, publicly routable IPv4 address	Per Site / Per Month	300	\$____	\$____
Demarc Extension >50 ft (Optional) (4.1.6)	Additional cabling beyond included 50 ft	Per Linear Foot	10,000	\$____	\$____
Mobile LEO Service (4.2.2; 4.2.3; 4.2.4)	Typical 50/25 Mbps bandwidth, unlimited data	Per Month	6,000	\$____	\$____
Mobile LEO Equipment Kit (4.2.5)	Mobile dish/antenna + modem (if required)	Per Unit	300	\$____	\$____
Mounting Hardware – Vehicle (4.2.5)	Vehicle mount	Per Unit	300	\$____	\$____
Mounting Hardware – Window (4.2.5)	Window mount	Per Unit	300	\$____	\$____
Mounting Hardware – Tripod (4.2.5)	Tripod mount	Per Unit	300	\$____	\$____
Mounting Hardware – Pole (4.2.5)	Pole mount	Per Unit	300	\$____	\$____
24x7x365 Technical Support (4.1.7; 4.2.6)	Included support for all equipment and services	Included	N/A	Included	Included
Replacement Hardware (Optional) (4.1.7; 4.2.6)	Replacement dish/modem due to failure	Per Unit	100	\$____	\$____

*****NOTE*****

Vendors must enter a unit price for every Contract Item listed on the Pricing Pages.

If a Vendor enters a unit price of '0.00,' the State will interpret this as the Vendor offering the item at no cost for the entire term of the Contract, including all renewal years.

Estimated quantities listed on the Pricing Pages are for evaluation purposes only.

No minimum or maximum purchase volume is guaranteed or implied. Actual usage may vary and the State makes no commitment to purchase any specific quantity of any Contract Item.

Failure to provide a unit price for every Contract Item may result in disqualification.



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

State of West Virginia
Centralized Request for Quote
Telecomm

Proc Folder: 1994002

Doc Description: Addendum No 4 - LEO Satellite Internet

Reason for Modification:

Addendum No 4 is issued to publish vendor questions with the Agency's responses.

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2026-10-16	2026-10-22 13:30	CRFQ 0231 OOT2700000007	5

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code: VS0000053869

Vendor Name : Bushtex Inc.

Address : 723 W. Guadalupe Rd. Gilbert, AZ 85233

Street : 723 W. Guadalupe Rd.

City : Gilbert

State : Arizona

Country : USA

Zip : 85233

Principal Contact : Adelaida Severson

Vendor Contact Phone: 480-741-6688

Extension:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch

(304) 558-8802

toby.l.welch@wv.gov

Vendor Signature X *Joseph Nieves* **FEIN#** 20-0132017 **DATE** 10/19/2026

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

ADDITIONAL INFORMATION

Addendum No 4 is issued for the following reasons:

- 1) To publish the vendor questions with the Agency's responses.

---no other changes-----

INVOICE TO				SHIP TO			
DEPARTMENT OF ADMINISTRATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 5 10TH FLOOR CHARLESTON WV US				WV OFFICE OF TECHNOLOGY BLDG 5, 10TH FLOOR 1900 KANAWHA BLVD E CHARLESTON WV US			

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	LEO Internet Service	1.00000	LS		

Comm Code	Manufacturer	Specification	Model #
81161700			

Extended Description:
Vendors Must fil out Exhibit A Pricing page in its entirety and submit with their bid*
Enter the grand total amount from the pricing page into the unit price field to give a lump sum amount.

SCHEDULE OF EVENTS

Line	Event	Event Date
1	Questions are due by 3:00 p.m.	2026-09-21

SOLICITATION NUMBER: CRFQ OOT2700000007

Addendum Number: 4

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:

Addendum No 4 is issued for the following reasons:

- 1) To publish the vendor questions with the Agency's responses.

---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

STATE OF WEST VIRGINIA PURCHASING DIVISION

SOLICITATION CRFQ OOT27-07

Low Earth Orbit (LEO) Satellite Internet Services

VENDOR QUESTIONS & STATE RESPONSES

Question (Q.1): Our team is respectfully asking if there is a possibility of a two week extension on the response?

State Response: Bid opening will remain 10/22/2026 01:30 PM EDT. Any modifications to bid opening dates will be published in an official addendum. Vendors should check wvOASIS often for updates.

Question (Q.2): We noticed for Fixed LEO Service, the service data plan requests a qty of 12000 and equipment plan of qty of 500. Has the state purchase 11500 devices? If so, is the State looking for a managed service provider to take over the existing hardware? Typically each hardware kit would have its own data plan.

State Response: This is an open-end contract. Quantities listed on the Pricing Pages are estimated purchase volumes for evaluation purposes only. Actual amounts ordered may vary and will be on demand during the life of the contract. The State is not seeking a managed service provider to take over existing hardware.

Question (Q.3): We noticed for Mobile LEO Service, the service data plan requests a qty of 6000 and equipment plan of qty of 300. Has the state purchase 11500 devices? If so, is the State looking for a managed service provider to take over the existing hardware?

State Response: This is an open-end contract. Quantities listed on the Pricing Pages are for evaluation purposes only; actual amounts ordered may vary and will be on demand during the life of the contract. The State has not previously purchased hardware for this procurement and is not looking for a managed service provider to take over existing hardware.

Question (Q.4): Can the State clarify how respondents should address elements of a proposed LEO solution that may not be explicitly captured within the pricing workbook? For example, LEO solutions may include different terminal types and installation methods depending on the deployment scenario. We would like to ensure our response accurately reflects our proposed solution while remaining aligned with the State's intended evaluation criteria.

State Response: Vendors must complete the Pricing Pages in wvOASIS in their entirety as provided. Contract award will be made to the Vendor that provides Contract Items meeting mandatory

specifications for the lowest overall total cost. Submitting modified pricing pages or unapproved line items may result in bid disqualification.

Question (Q.5): Is the state looking for a specific Fixed Leo Devices. There are multiple options available with different performance and use case options.

State Response: The State is not specifying a mandatory hardware brand or model. Vendors may propose compliant Fixed LEO equipment options provided all mandatory specifications in Section 4.1 are met, including minimum sustained bandwidth of 100 Mbps download and 25 Mbps upload, unlimited unthrottled data, and 24x7x365 technical support.

Question (Q.6): Please confirm, , Is the state looking to purchase the equipment kit or is the state looking at a lease rental model for both Fixed and Mobile LEO services?

State Response: The State is purchasing complete turnkey satellite equipment kits (including satellite dish/antenna, modem, and necessary mounting hardware), not entering into a lease or rental agreement.

Question (Q.7): Can the State confirm whether static IP addresses are required for the Starlink solution?

State Response: Per Section 4.2.8, providing a static external WAN IP address is a mandatory requirement for Mobile LEOS Internet Service. Any proposed LEO solution must satisfy this requirement.

Question (Q.8): The Pricing Page includes references to “Estimated Quantity” and associated figures. Can the State clarify what these quantities represent (for example, locations, devices, or another unit of measure)?

State Response: This is an open-end contract. Quantities listed on the Pricing Pages are estimated purchase volumes provided for evaluation purposes only. Actual amounts ordered may vary and will be on demand during the life of the contract.

Question (Q.9): Can the State confirm whether a proposal should be included with the pricing submission?

State Response: This solicitation is a competitive bid awarded to the qualified Vendor meeting mandatory specifications for the lowest overall total cost. Vendors must electronically submit pricing via wvOASIS along with all mandatory qualification documentation required under Section 4.3.2.

Question (Q.10): Can the State provide additional details regarding the proposal evaluation criteria that will be used to assess submissions?

State Response: The Contract shall be awarded to the qualified Vendor that provides the Contract Items meeting all required specifications for the lowest overall total cost as calculated on the Pricing Pages.

Question (Q.11): Regarding PWS Section 4.3.2.4, requiring five (5) rural installation projects specifically within West Virginia or the Appalachian region: Given that commercial LEO satellite

systems are inherently non-terrestrial and standardized across all geographic zones, will the State consider relevant past performance executing remote, austere, or rural network and satellite installations in other CONUS/OCNUS regions as satisfying this qualification, so as to avoid restricting competition under W. Va. CSR § 148-1-6?

State Response: The Agency is amending Section 4.3.2.4 to avoid unnecessarily restricting competition while ensuring vendors possess proven operational capability in difficult terrain. Vendors may satisfy the qualification requirement by demonstrating five (5) completed satellite or network installation projects in rural, remote, or geographically challenging/austere environments within CONUS or OCNUS regions. Experience within West Virginia or the Appalachian region remains acceptable but is not required to meet the minimum qualification."

Question (Q.12): Does "unlimited" mean that the service must have no monthly data cap or overage charges, while permitting a defined quantity of priority/high-speed data followed by continued unlimited service at standard, best-effort, or reduced speeds?

State Response: Unlimited data' for this purpose means that the service plan must feature unlimited data consumption with zero hard data caps and zero usage overage charges. Proposed service plans may utilize standard commercial network management policies (such as priority data pools followed by standard unlimited best-effort service during peak network congestion), provided that the connection remains active and operational without hard cut-offs or billing penalties.

Question (Q.13): Does the RFQ require unlimited data at the same service level, speed, priority, and quality of service for the entire billing period, with no throttling, deprioritization, or change in performance after a specified amount of usage?

State Response: See question 12

Question (Q.14): Would the evaluation committee consider a high-throughput GEO (Geostationary) solution if it meets or exceeds all stated bandwidth, uptime, and application requirements? Modern GEO solutions offer comparable data throughput and exceptional link stability, and we would welcome the opportunity to submit a compliant unlimited data alternative.

State Response: No. The solicitation specifically mandates a Low Earth Orbit (LEO) satellite direct internet solution. Geostationary (GEO) solutions do not satisfy the mandatory scope.

Question (Q.15): On Pricing Page: Requesting clarity for why the number of " per month " quantities is different from the number of " per unit " quantities that are broken down for both Fixed and Mobile.

State Response: This is an open-end contract. Quantities listed are estimated purchase volumes for evaluation purposes only. Equipment quantities reflect estimated physical units purchased, while monthly quantities reflect estimated aggregate billable service months across all active connections.

Question (Q.16): Estimated quantities: Do the 12,000 fixed-service months and 6,000 mobile-service months represent aggregate billable months across all connections? What evaluation period and

deployment assumptions underlie these quantities relative to the 500 fixed and 300 mobile equipment kits?

State Response: Yes. The service month quantities represent aggregate evaluation figures across the estimated contract period. This is an open-end contract; actual quantities ordered may vary and will be on demand during the life of the contract.

Question (Q.17): Deployment schedule: What are the anticipated contract start date, initial order quantities, and rollout schedule? We understand purchases are not guaranteed, but an estimated activation schedule would help with planning and pricing.

State Response: This is an open-end contract where orders and deployment schedules will be issued on demand via agency release orders during the life of the contract. Per Section 7.1, equipment delivery for standard orders must occur within ten (10) working days, and emergency equipment delivery within five (5) working days after receipt of order. Full site installation and service activation timelines will be mutually scheduled upon release order issuance, allowing up to fifteen (15) working days for standard site deployments.

Question (Q.18): Locations and coverage: Can the State provide anticipated fixed-site locations, or at least a breakdown by county and facility type? Must mobile coverage extend beyond West Virginia?

State Response: Fixed installation sites encompass State facility locations throughout West Virginia as designated on individual release orders. Mobile services are intended for deployment state-wide across West Virginia.

Question (Q.19): Mobile bandwidth discrepancy: Section 4.2.2 specifies 100 Mbps download and 25 Mbps upload, while Exhibit A lists 50/25 Mbps. Which requirement governs?

State Response: For Mobile LEOS Internet Service, Section 4.2.2 and Exhibit A govern: minimum sustained bandwidth is 50 Megabits per second download and 25 Megabits per second upload. Fixed LEOS Internet Service requires 100 Mbps download and 25 Mbps upload.

Question (Q.20): Performance measurement: How will “typical bandwidth” over a rolling 30-day period be measured and evaluated? Are there specific latency, availability, or service-credit requirements?

State Response: Performance and bandwidth compliance will be evaluated using standard network monitoring tools based on average throughput measured over a rolling 30-day window during normal operating conditions. Short-term speed fluctuations caused by adverse weather or brief satellite handoffs will not constitute a default. Prior to declaring a vendor default under Section 8, the State will provide written notice and a mandatory 30-day cure period to troubleshoot and resolve performance issues.

Question (Q.21): Unlimited data: Under Sections 4.1.3–4.1.4 and 4.2.3–4.2.4, would a plan with a defined priority-data allowance followed by unlimited lower-priority data qualify, provided there is no fixed speed cap? Or must all data remain at the same priority level regardless of consumption?

State Response: The Agency is amending this response to allow standard commercial satellite tiering. Service plans that include a defined monthly priority data allocation followed by unlimited, unthrottled standard data will qualify, provided that standard data access remains active without hard monthly caps, artificial speed caps, or usage overage fees. The single unit price you enter for the monthly service line item must cover the entire cost of the plan you choose—whether that is a standard business plan or a higher-tier priority plan that guarantees compliance with the State's non-throttling / bandwidth rules.

Question (Q.22): Expected usage: What monthly data consumption, user counts, and principal applications should vendors anticipate? Will the connections primarily support everyday operations, backup connectivity, or emergency response?

State Response: Satellite connections will support routine operational connectivity, high-speed remote access, and backup/emergency communications at State facilities and mobile units throughout West Virginia.

Question (Q.23): Mobile operation: Must mobile terminals provide connectivity while vehicles are moving, or only while stationary? What vehicle types and operating environments are anticipated?

State Response: Mobile terminals are required to support stationary field operations upon deployment. In-motion (COTM) satellite connectivity while vehicles are actively traveling is not a mandatory requirement, though mounting solutions must allow temporary or semi-permanent vehicle attachment for rapid field setup

Question (Q.24): Service terms and suspension: Must individual connections be offered month-to-month, or are minimum service commitments acceptable? Is the ability to pause and reactivate service required, and how should any standby or reactivation charges be presented?

State Response: This is an open-end contract where services are ordered on demand. Mandatory minimum service commitments outside the open-end contract structure cannot be imposed. All pricing must adhere strictly to the Pricing Pages.

Question (Q.25): Eligible networks: Please confirm whether any LEO network meeting the specifications is eligible, including Starlink and Eutelsat OneWeb. May vendors propose different networks or terminal models for fixed and mobile service?

State Response: Any Low Earth Orbit (LEO) satellite network meeting all mandatory specifications and vendor qualifications (such as authorized direct provider or reseller status) is eligible.

Question (Q.26): Fixed installation scope: What site conditions should vendors assume for the installation unit price under Section 4.1.6? Must surveys, permits, lifts, trenching, structural work,

electrical work, and obstruction removal be included, or may exceptional site work be separately quoted for approval?

State Response: Standard fixed installation unit pricing covers standard professional mounting, outdoor rated cabling up to 100 feet, and demark extension to adjacent CPE networking gear under typical site conditions. If extraordinary site work (such as heavy trenching, bucket lifts, or major obstruction clearing) is required at a specific state facility, the vendor may submit a detailed site survey and task order scope for agency review and approval prior to executing extraordinary work.

Question (Q.27): Mobile installation and accessories: Must all four mounting options be compatible with the same mobile terminal? Please clarify the intended window-mount application and whether vehicle installation, wiring, and power adapters are required. If installation is required, where should that labor be priced?

State Response: Vendors must offer compatible Vehicle, Window, Tripod, and Pole mounting options for the proposed mobile terminals. Individual agency release orders will designate the specific mounting style required per unit. All hardware accessories, power adapters, and standard field-assembly labor must be bundled into the unit price for the designated mobile equipment and installation line items on the Pricing Pages.

Question (Q.28): Static IPv4: Under Section 4.1.8, may the persistent public static IPv4 address be delivered through a vendor-managed VPN or tunnel, or must it be assigned directly by the satellite network? Does Exhibit A's quantity of 300 represent aggregate site-months or 300 sites requiring service over a longer period?

State Response: Providing a static external WAN IP address is mandatory for Mobile LEOS. A vendor-managed VPN or tunnel delivering a persistent public static IPv4 address to the CPE is acceptable. The quantity of 300 is an estimated evaluation quantity under this open-end contract.

Question (Q.29): Support and replacement hardware: Does included 24x7x365 support cover remote assistance only, or also onsite dispatch? Please clarify response and restoration targets, warranty expectations, replacement turnaround, and the equipment and failure scenarios covered by the optional replacement-hardware line.

State Response: Mandatory 24x7x365 technical support covers continuous helpdesk, remote diagnostics, and phone/ticket support. Onsite technical dispatch is not required under the base support agreement unless separately requested on a release order. For hardware failures under warranty or covered by optional replacement line items, replacement hardware must be shipped via expedited courier within two (2) business days of ticket confirmation.

Question (Q.30): Certification and experience: What documentation is acceptable if the proposed manufacturer does not offer formal installer certification? May subcontractors or installation partners

satisfy the requirement for five qualifying installation projects in West Virginia or the Appalachian region?

State Response: Per Section 4.3.2, vendors must confirm all installation and support will be performed by technicians certified and trained on the proposed equipment, and demonstrate rural installation experience in West Virginia or the Appalachian region. Subcontractors may be utilized to satisfy qualifications.

Question (Q.31): Delivery and acceptance: Do the 30-day standard and 15-day emergency deadlines in Section 7.3 apply to equipment delivery only, or to completed installation and activation? What acceptance criteria determine when recurring billing may begin?

State Response: The Agency clarifies that Section 7.1 governs hardware shipment, while Section 7.3 governs full site deployment and acceptance:

- **Standard Orders:** Equipment delivery within ten (10) working days; full installation and operational verification within thirty (30) calendar days of order receipt.
- **Emergency Orders:** Equipment delivery within five (5) working days; emergency deployment and operational verification within fifteen (15) calendar days of order receipt.
- **Billing Acceptance:** Recurring monthly service billing may commence only after complete site installation and verified operational ping/throughput service

Question (Q.32): Optional-item evaluation: Please confirm whether all optional items are included in the evaluated grand total. Where fixed and mobile equipment costs differ, what common pricing basis should vendors use for the replacement-hardware line?

State Response: Contract award is based on the lowest overall total cost calculated across the Pricing Pages in wvOASIS. Vendors must complete all line items on the Pricing Pages in their entirety.

Question (Q.33): The estimated quantities are identified as follows; the estimated number of fixed LEO equipment is 500 per site with 12,000 fixed LEO services estimated per month and the estimated mobile LEO equipment is 300 per unit with 6,000 estimated mobile LEO services per month.

State Response: This is an open-end contract. Quantities listed are estimated purchase volumes for evaluation purposes only. Actual amounts ordered may vary and will be on demand during the life of the contract.

Question (Q.34): The fix LEO equipment is measured in per site. Does this mean multiple units (terminals) will be installed at each fixed location?

State Response: This is an open-end contract. Quantities listed are for evaluation purposes only. Specific terminal deployments per site will be ordered on demand via agency release orders.

Question (Q.35): The total number of estimated services (18,000) doesn't match the total estimated amount of equipment (600) requested.

State Response: This is an open-end contract. Quantities listed are for evaluation purposes only.

Service month quantities represent aggregate billable months across the evaluation period, not a 1:1 monthly match to initial hardware units.

Question (Q.36): Is there existing hardware deployed that would consume the 700 (500 fixed, 200 mobile) extra service units?

State Response: No. This is an open-end contract with estimated evaluation quantities. There is no existing state hardware being converted or serviced under this contract.

Question (Q.37): If existing LEO equipment is deployed that will purchase services via this contract, what are the make and model terminal equipment that needs to be supported?

State Response: Not applicable. This procurement is for new turnkey LEO satellite equipment kits and associated services. The State is not requesting support for existing legacy equipment.

Question (Q.38): The service being requested is unlimited, subject only to reasonable network management practices or fair-use policies. What is considered reasonable fair-use or network management practices and implementing such policies at what data allowance would be acceptable? By definition, fair-use or network management practices will impair services.

State Response: The Agency clarifies that 'unlimited data' prohibits hard usage caps, soft caps triggering immediate speed drops, or per-gigabyte billing. Standard commercial LEO satellite Fair Use Policies (FUP) and reasonable network management practices implemented by the network operator during periods of severe peak congestion are acceptable, provided that traffic is not intentionally throttled or deprioritized solely because an agency has reached a specific monthly data threshold, and operational connectivity is maintained

Question (Q.39): Can NAT'd public IP addresses be provided in lieu of static public IP addresses?

State Response: No. NAT'd public IP addresses do not satisfy the requirement. Section 4.2.8 mandates a static external WAN IP address for Mobile LEOS Internet Service.

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ OOT27*007

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)

☐ Addendum No. 1	☐ Addendum No. 6
☐ Addendum No. 2	☐ Addendum No. 7
☐ Addendum No. 3	☐ Addendum No. 8
☐ Addendum No. 4	☐ Addendum No. 9
☐ Addendum No. 5	☐ 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.

Bushtex, Inc

Company

Joseph Nieves

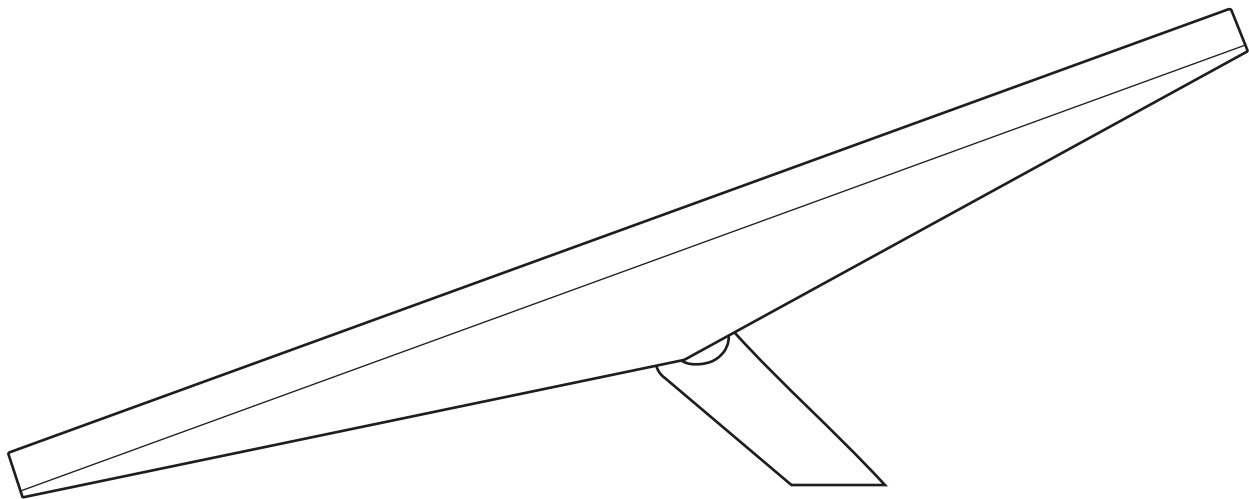
Authorized Signature

10/19/2026

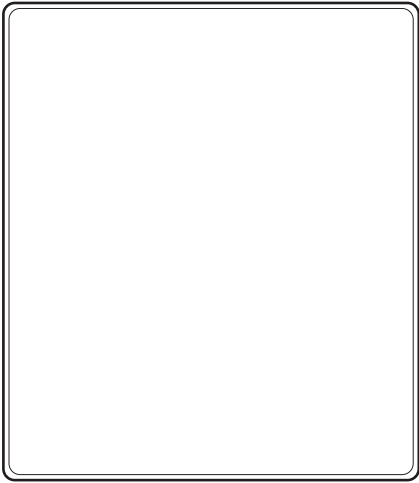
Date

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

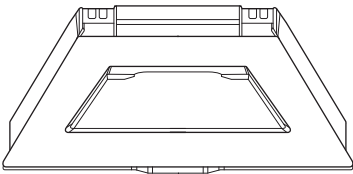
STARLINK | MINI SPECIFICATIONS



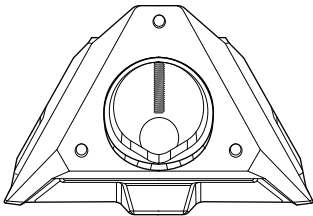
What's In The Box



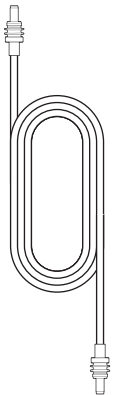
Starlink with Integrated WiFi



Kickstand

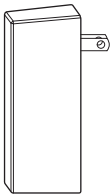


Pipe Adapter and Flat Mount



DC Power Cable

15 m
(49.2 ft)



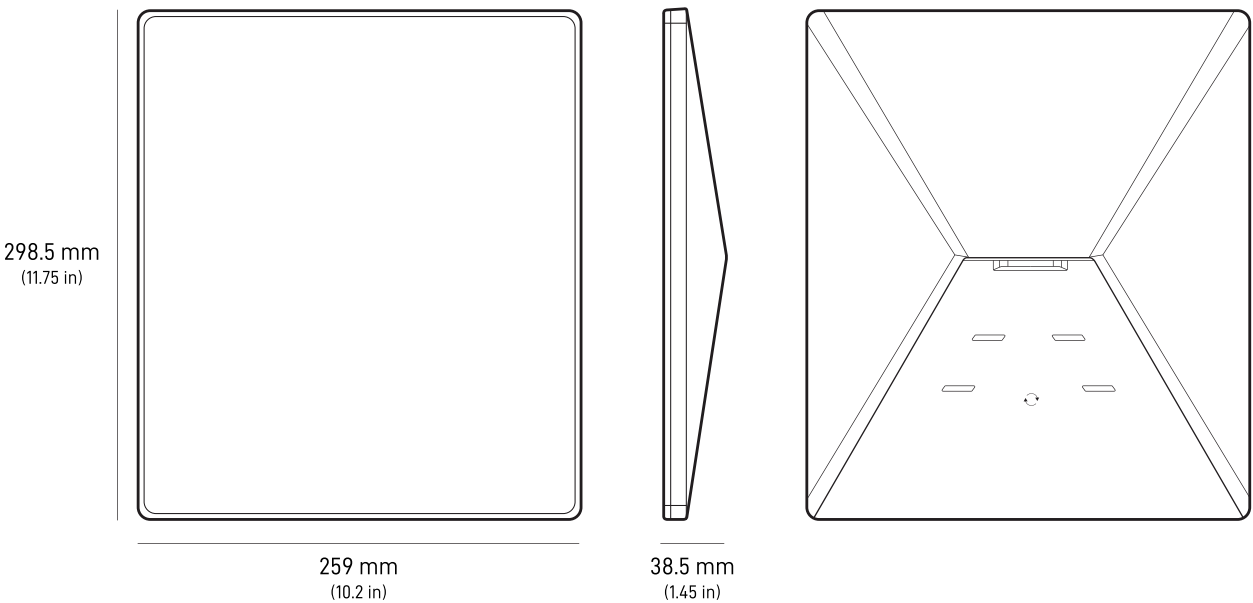
Power Supply



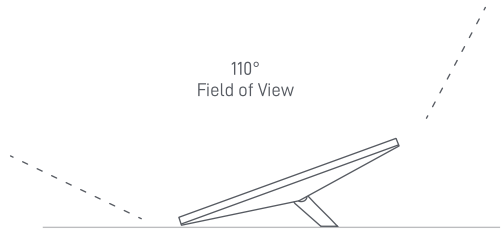
Starlink Plug

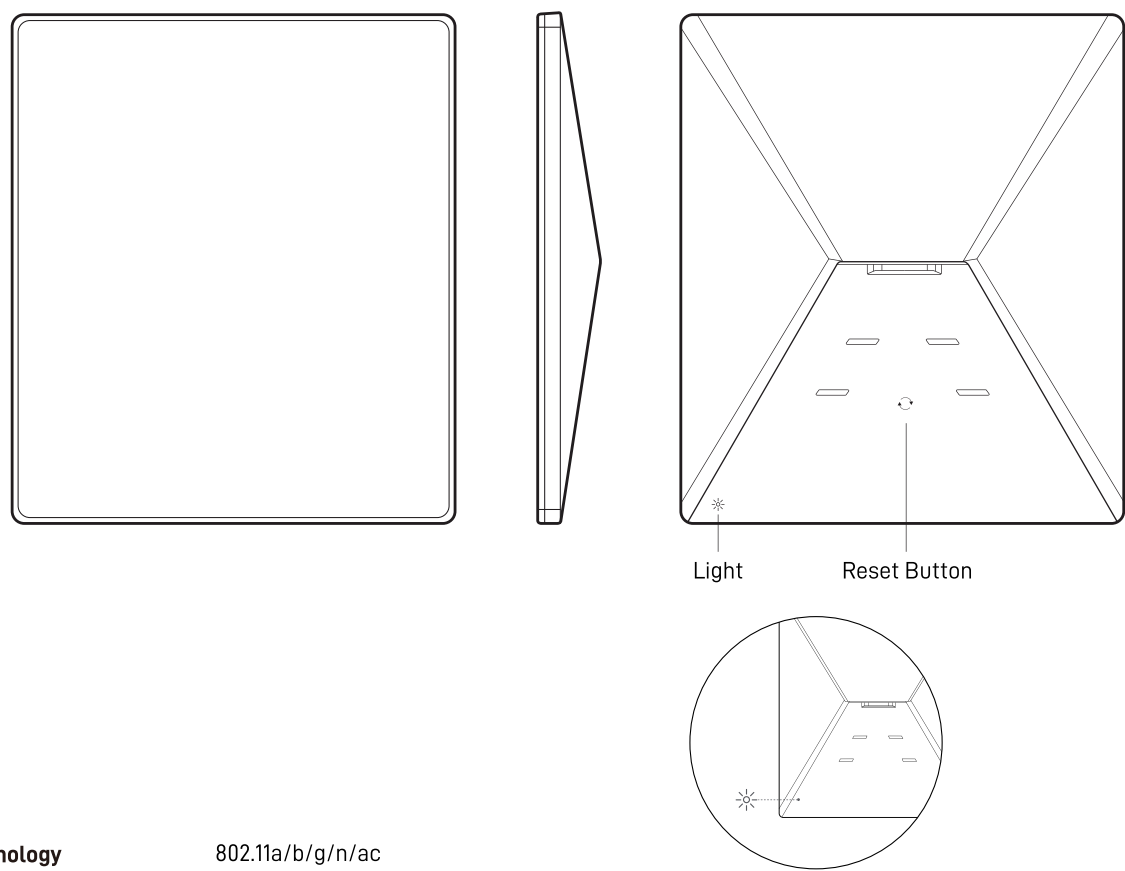
Package Weight: 2.72 kg (6 lbs)

Package Dimensions: 430 x 334 x 79 mm (16.92 x 13.14 x 3.11 in)

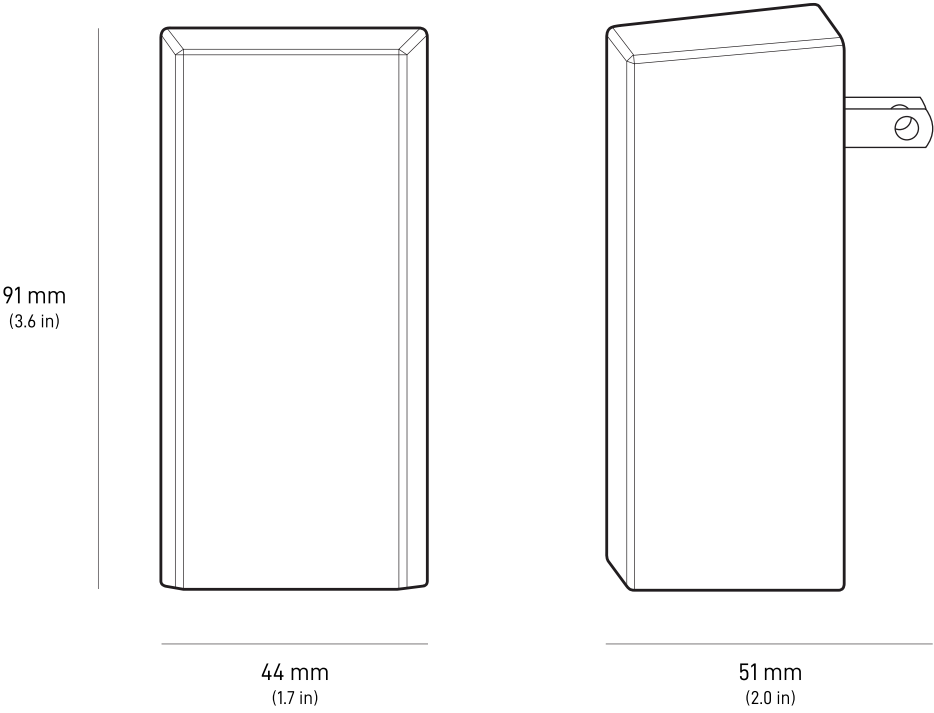


Antenna	Electronic Phased Array
Field of View	110°
Orientation	Software Assisted Manual Orienting
Weight	1.10 kg (2.43 lb) 1.16 kg (2.56 lb) with Kickstand 1.53 kg (3.37 lb) with Kickstand & 15 m Cable
Environmental Rating	IP67 Type 4 with DC Power Cable and Starlink Plug/Cable installed
Operating Temperature	-30°C to 50°C (-22°F to 122°F)
Wind Speed	Operational: 96 kph+ (60 mph+)
Snow Melt Capability	Up to 25mm / hour (1 in / hour)
Power Consumption	Average: 25-40W
Input Rating	12-48V 60W
USB PD Requirement	100W, 20V/5A Minimum (with Starlink USB-C to Barrel Jack Cable Accessory)

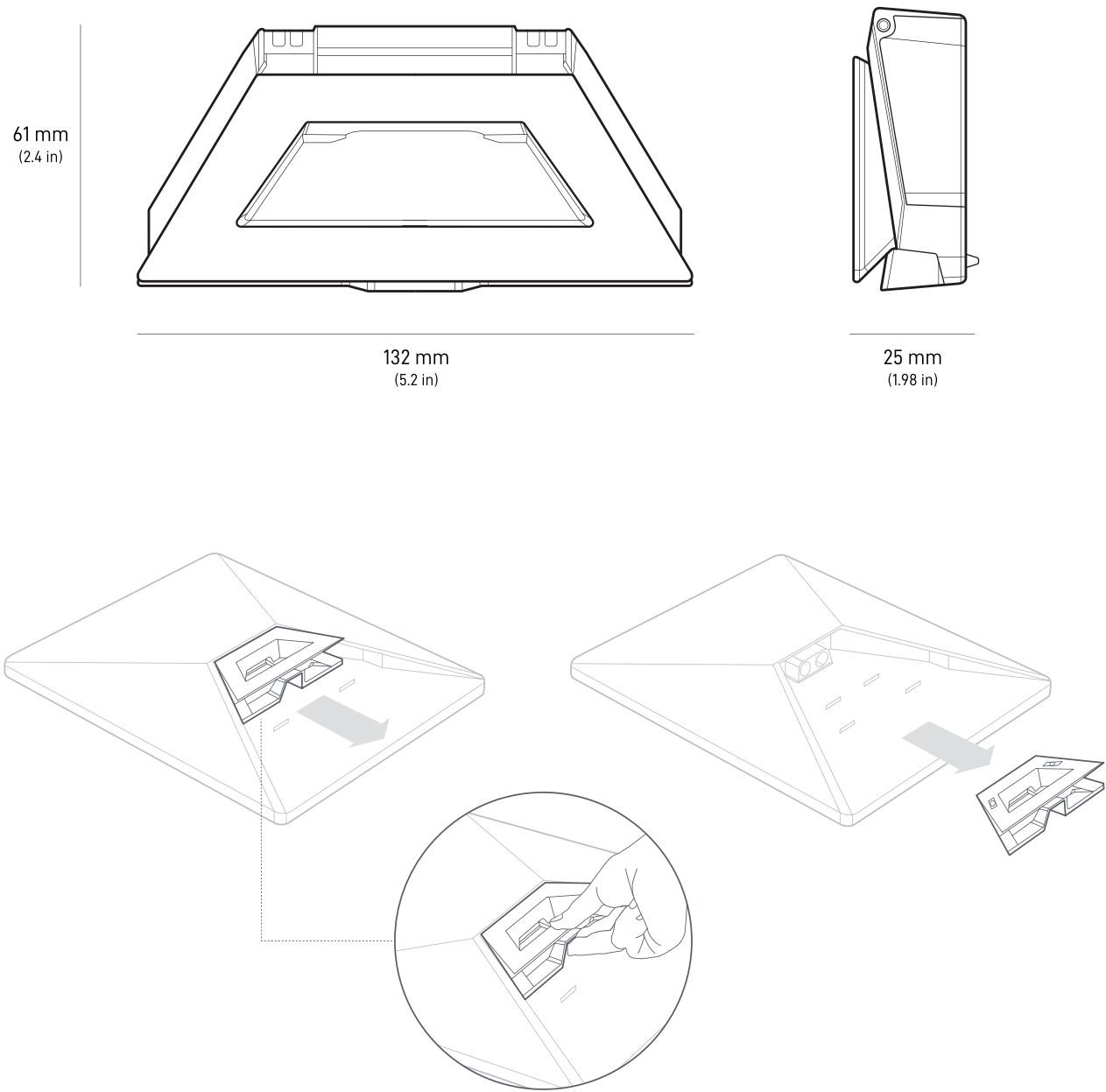


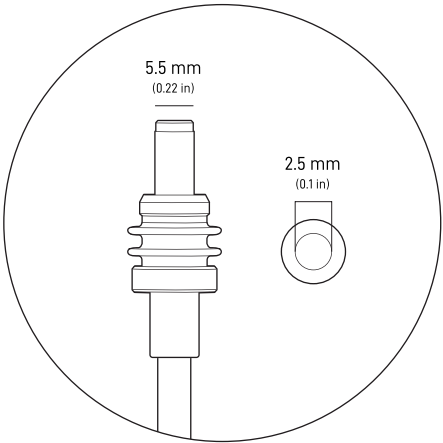
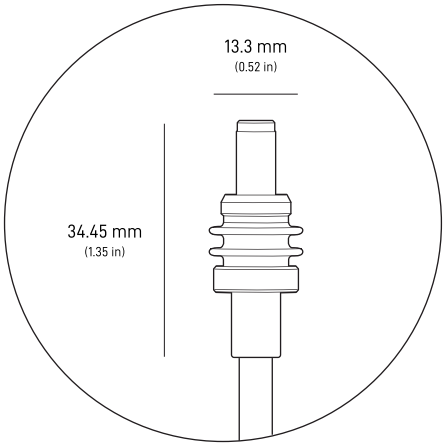
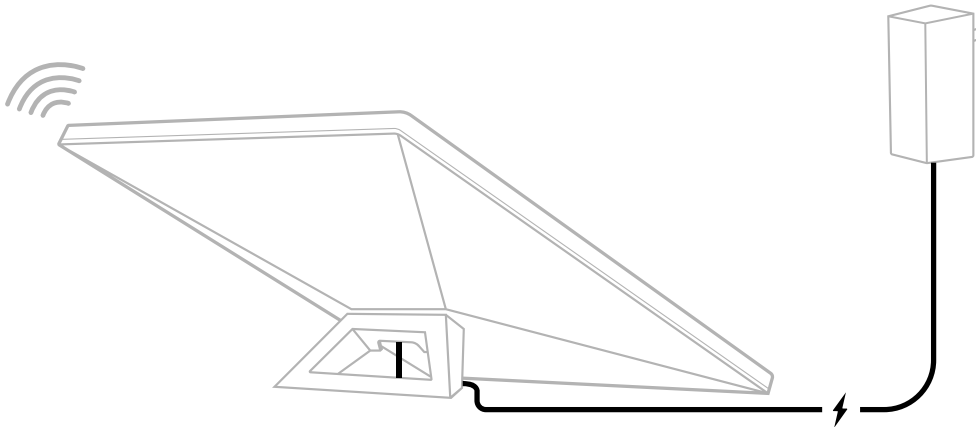


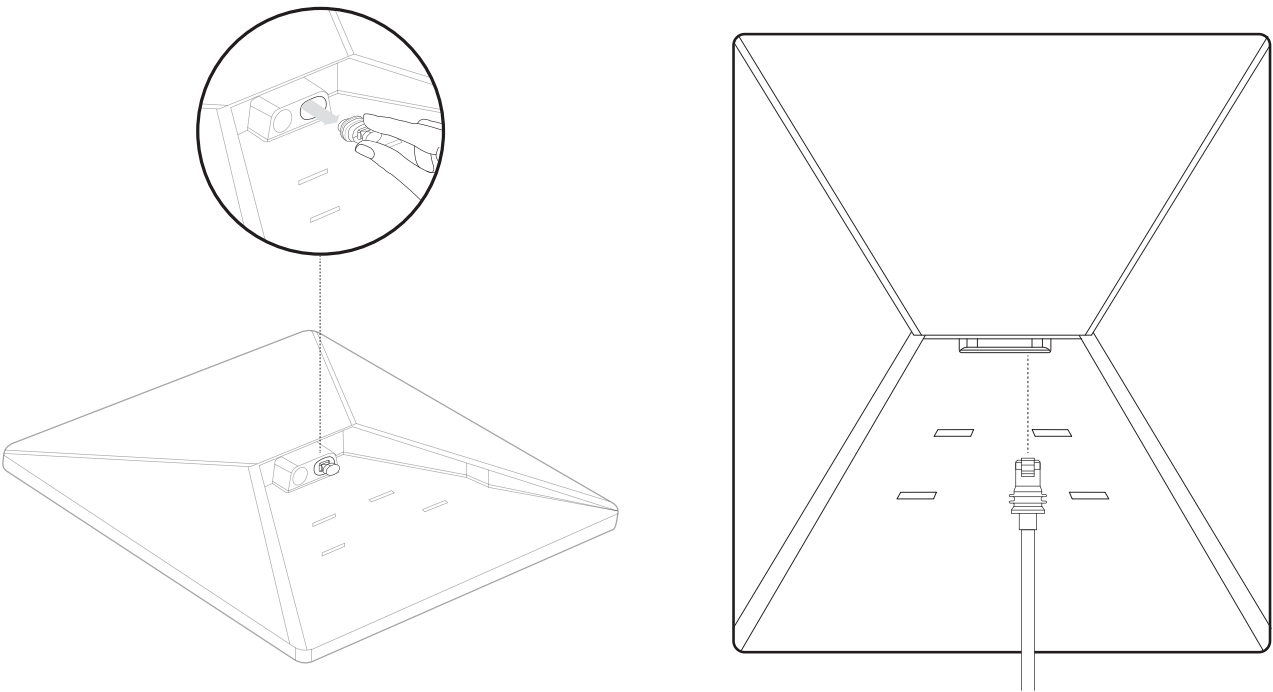
Wi-Fi Technology	802.11a/b/g/n/ac
Generation	WiFi 5
Radio	Dual Band 3 x 3 MU-MIMO
Ethernet Ports	One (1) Latching Ethernet LAN port with Starlink Plug
Coverage	Up to 112 m ² (1,200 ft ²)
Security	WPA2
Power Indicator	LED rear face plate, lower left corner
Mesh Compatibility	Compatible with all Starlink mesh systems
Devices	Connect up to 128 devices



Product Dimensions	91 x 44 x 51 mm (3.6 in x 1.7 in x 2.0 in)
Weight	0.2 kg (0.44 lbs)
Environmental Rating	IP66 Type 4
Operating Temperature	-30°C to 50°C (-22 to 122°F)
Power Specifications	100-240V ~ 1.6A 50 - 60 Hz

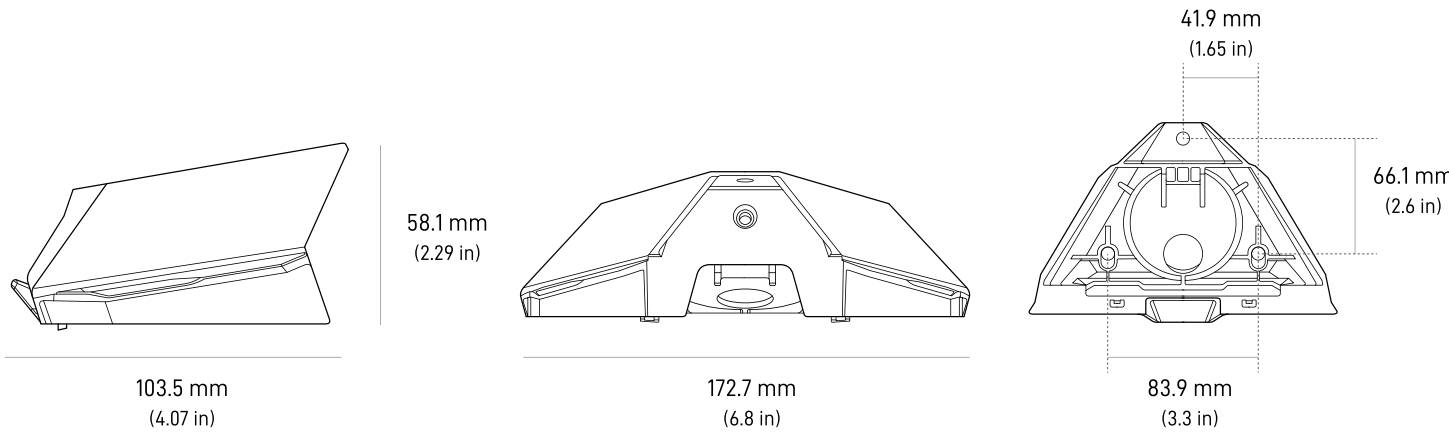






*Mini Starlink Cable not included. Available on shop.starlink.com.
This product is no longer rated IP67 with a standard RJ45 cable.

PIPE ADAPTER AND FLAT MOUNT



STARLINK | PERFORMANCE SPECIFICATIONS

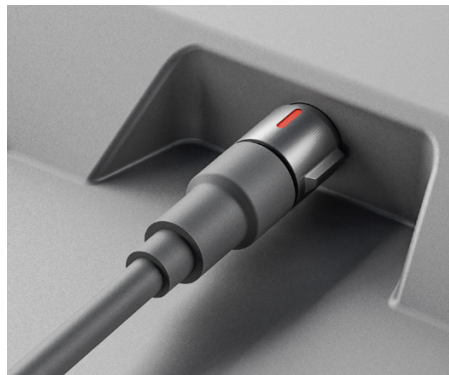
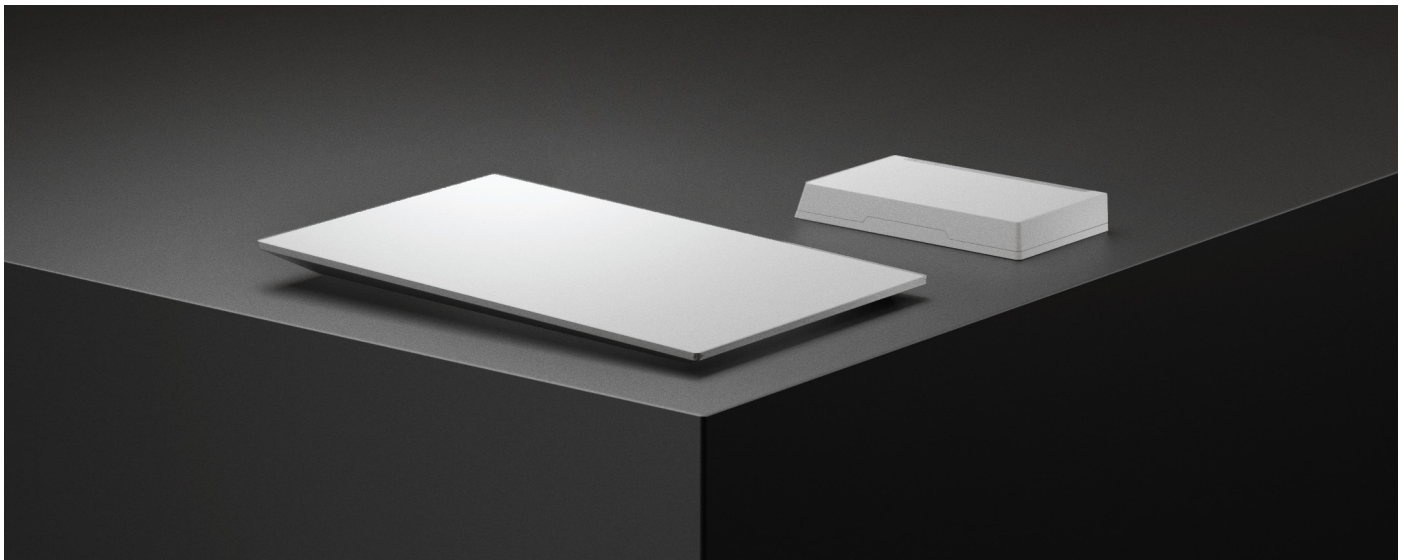


Available to purchase after receiving your order confirmation email.

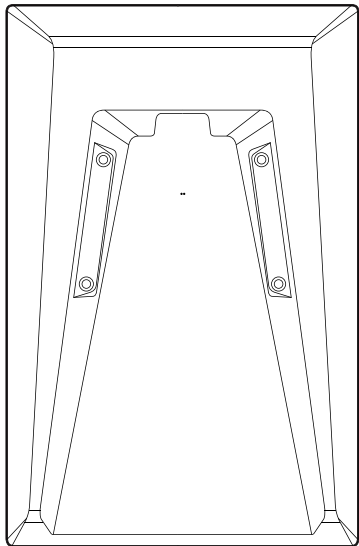
STARLINK PERFORMANCE HIGHLIGHTS

Designed for resilient connectivity in remote areas and harsh environments, including extreme weather, high-vibration settings, and in-motion usage.

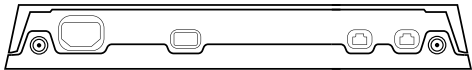
- The Starlink Performance Kit is currently capable of download speeds up to 400+ Mbps for fast, reliable connectivity whenever you need it. Starlink is focused on making network enhancements which will enable gigabit speeds starting in the most remote places on Earth with the Performance Kit. Service plan upgrades will be available in 2026. No hardware changes needed.
- Capable of enduring winds up to 270+ kph (170+ mph) and temperatures from -40°C to 60°C (-40°F to 140°F).
- Enhanced snow melting capacity, featuring an IP68 (unplugged) - IP69K (plugged) waterproof rating. Suitable for 1 meter of water submersion for up to 30 minutes and pressure washing.
- The Advanced Power Supply included with the Starlink Performance Kit is rack-mountable, operates on both AC and DC power, and supports DC input with a backup battery for uninterrupted operation. It features smart diagnostics, a high-power PoE port, and a LAN port, offering real-time monitoring, seamless connectivity, and reliable performance for demanding network and industrial applications.
- Designed for 10-year mission life. See Durability Guide for more details.



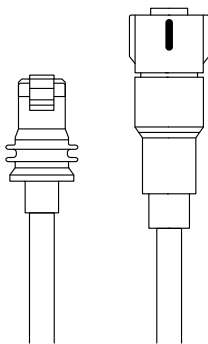
What's In The Box



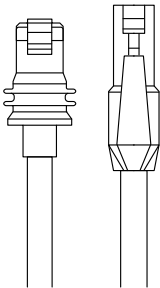
Starlink Performance Dish



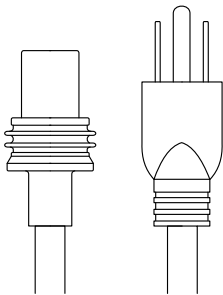
Advanced Power Supply



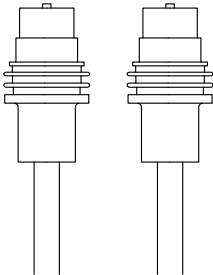
Starlink Performance Cable
25 m
(82 ft)



Starlink Ethernet Cable
5 m
(16.4 ft)



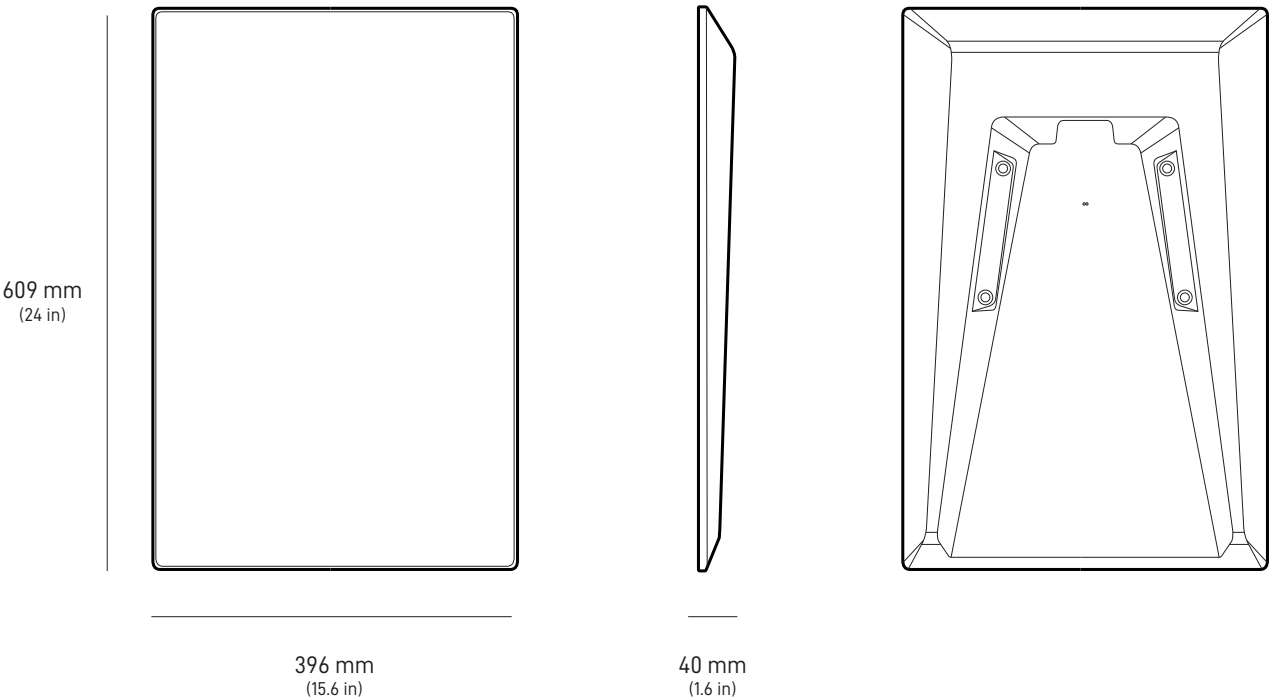
Starlink AC Power Cable
1.5 m
(4.9 ft)



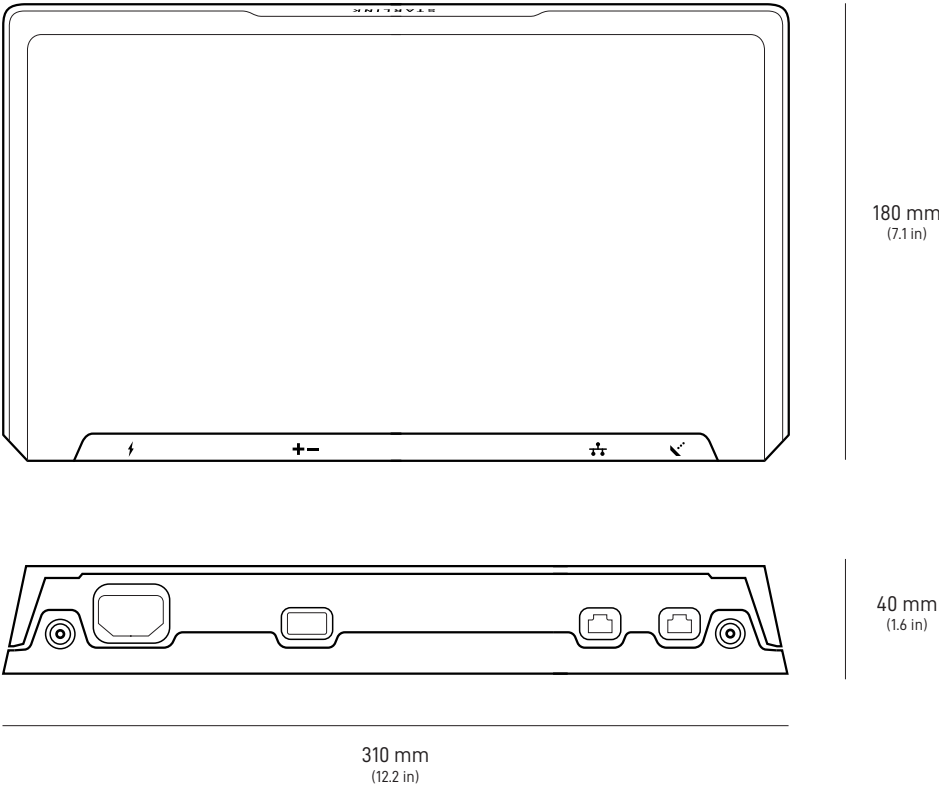
Starlink DC Power Cable
1.5 m
(4.9 ft)

Package Weight: 11.8 kg (26 lbs)

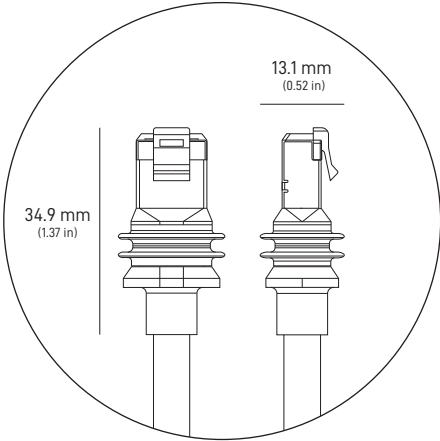
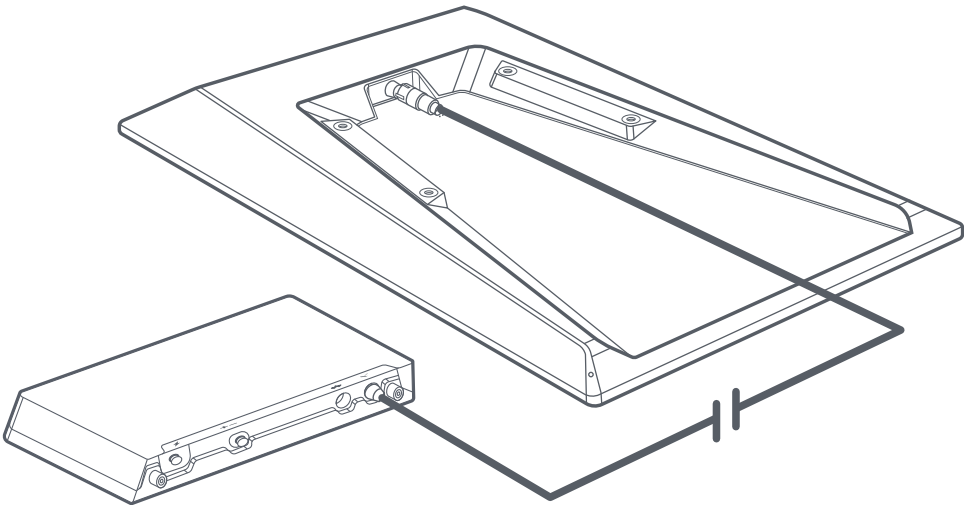
Package Dimensions: 686 x 454 x 121 mm (27.0 x 17.9 x 4.8 in)



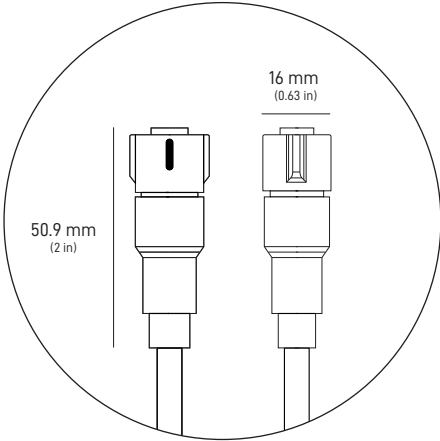
Antenna	Electronic Phased Array
Field of View	140°
Orientation	Software Assisted Manual Orienting
Weight	5.2 kg (11.5 lb)
Environmental Rating	IP69K (with cables installed) IP68 (no cables installed)
Operating Temperature	-40°C to 60°C (-40°F to 140°F)
Wind Speed	Survivable: 280 kph+ (174 mph+)
Snow Melt Capability	Up to 85mm / hour (3.5 in / hour)
Power Consumption	Average: 75 - 100 W
Router Compatibility	Starlink Gen3 Router Starlink Router Mini 3rd Party Routers

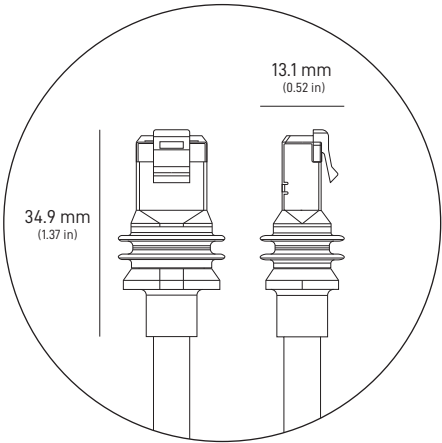
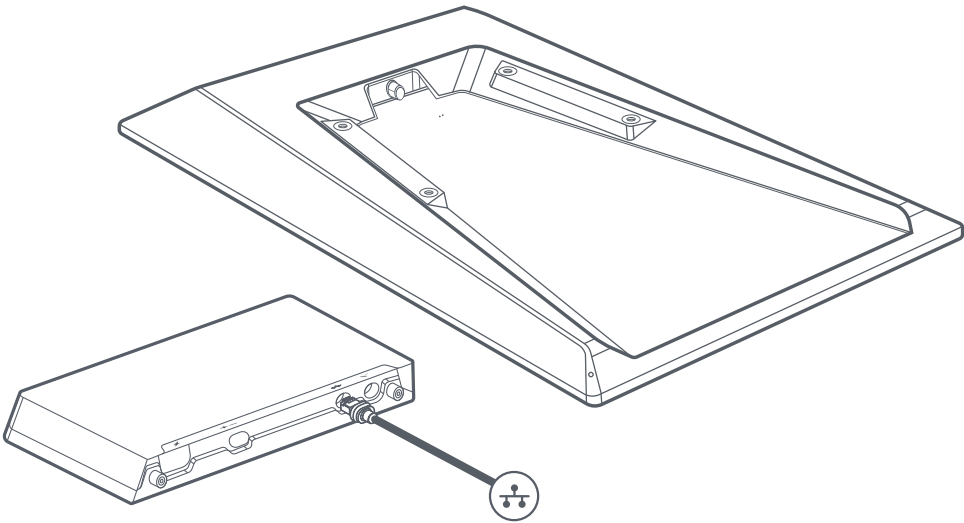


Product Dimensions	310 mm x 180 mm x 40 mm (12.2 in x 7.1 in x 1.6in)
Weight	2.1 kg (4.6 lbs)
Environmental Rating	IP68 (with cables installed or plugged)
Operating Temperature	-40°C to 60°C (-40°F to 140°F)
Power Specifications	100-240VAC, 12V-56VDC



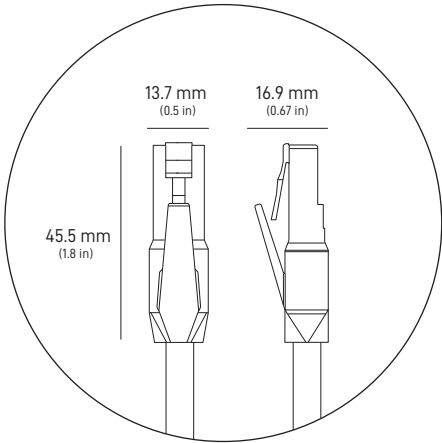
Pin 1	Wire Color	Pin 2
Shield	Drain - Bare Wire	Shield
8	Brown	6
7	White / Brown	5
6	Green	4
5	White / Blue	7
4	Blue	8
3	White / Green	3
2	Orange	2
1	White / Orange	1

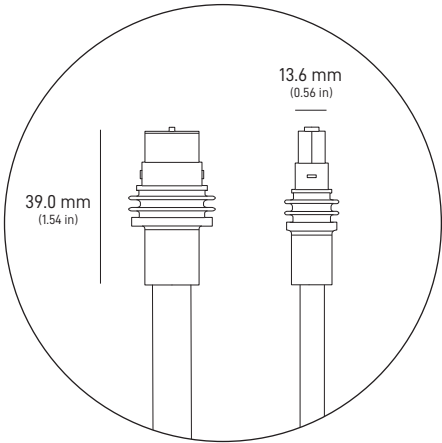
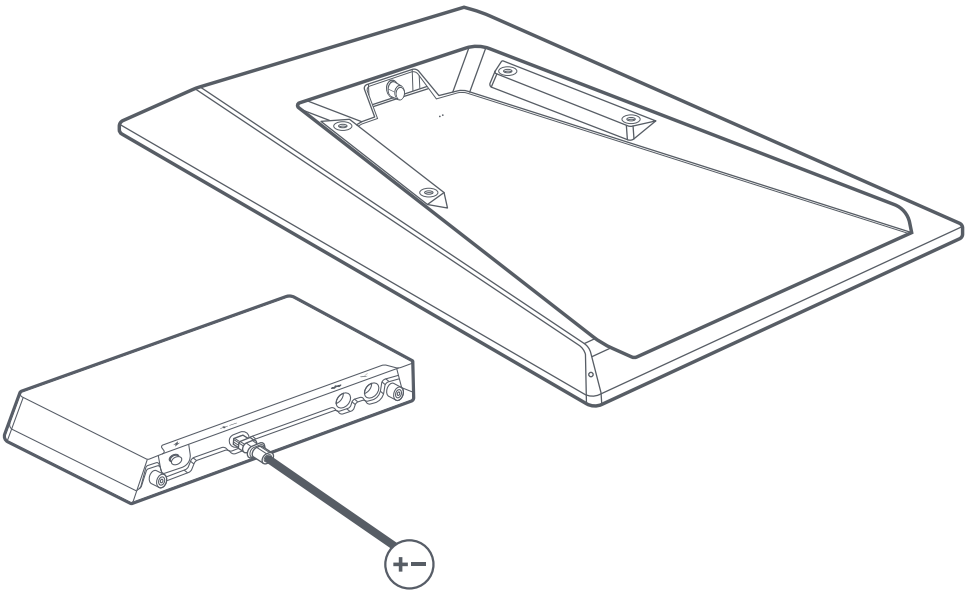




Wire Color
Drain - Bare Wire
Brown
White / Brown
Green
White / Blue
Blue
White / Green
Orange
White / Orange

Pin 1
Shield
8
7
6
5
4
3
2
1

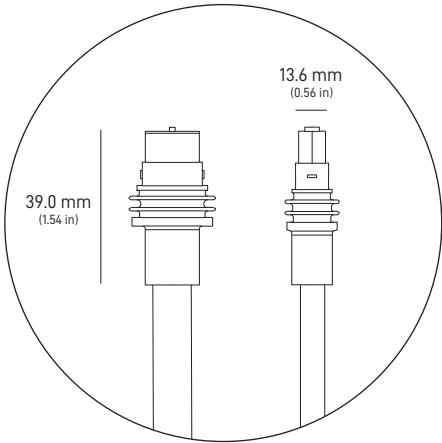


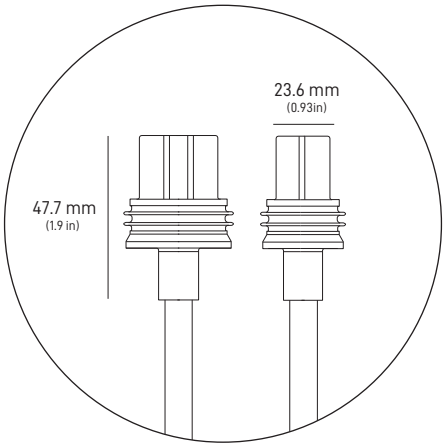
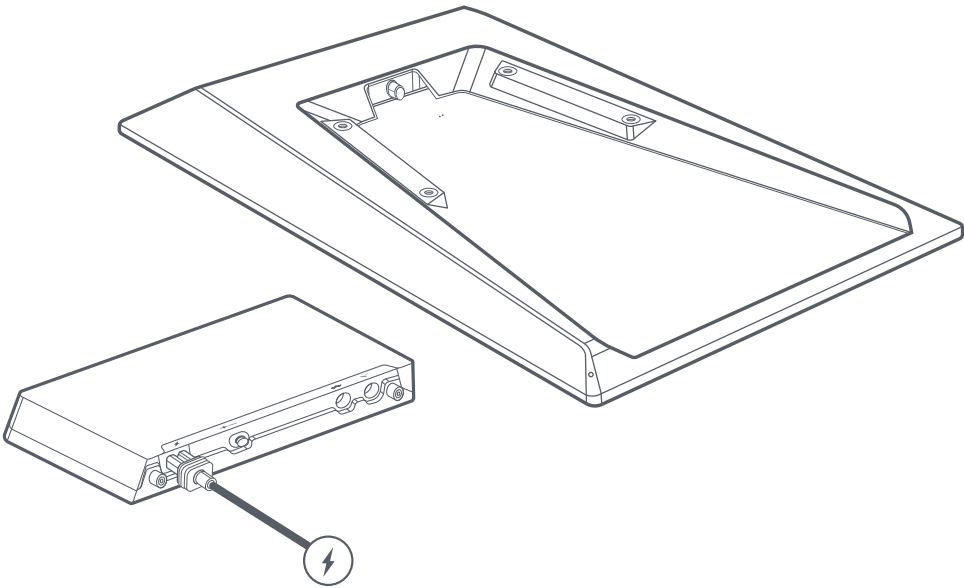


Pin 1
Positive
Negative

Wire Color
Red
Black

Pin 2
Positive
Negative





Pin 1	Wire Color	Pin 2
Ground	Green	Ground
Neutral	White	Neutral
Hot	Black	Hot