



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 2

 List View

General Information

Contact

Default Values

Discount

Document Information

Clarification Request

Procurement Folder: 1994002

Procurement Type: Central Master Agreement

Vendor ID: VS0000048626



Legal Name: Enerstar Rentals & Services Ltd

Alias/DBA: EnerStar Solutions

Total Bid: \$3,967,200.00

Response Date: 10/20/2026



Response Time: 12:54

Responded By User ID: Enerstar2010



First Name: Nicole

Last Name: Loaiza

Email: govprojects@enerstarsoluti

Phone: 5878883772

SO Doc Code: CRFQ

SO Dept: 0231

SO Doc ID: OOT2700000007

Published Date: 10/16/26

Close Date: 10/22/26

Close Time: 13:30

Status: Closed

Solicitation Description: Addendum No 4 - LEO Satellite Internet



Total of Header Attachments: 2

Total of All Attachments: 2



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 ESR10202600000003830	1

VENDOR
VS0000048626
Enerstar Rentals & Services Ltd

Solicitation Number: CRFQ 0231 OOT2700000007
Total Bid: 3967200
Response Date: 2026-10-20
Response Time: 12:54:09
Comments: Discounts were provided for data, equipment, and installation in the "EnerStar Solutions - Pricing Page for LEO" document.

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	3967200.000000	3967200.00

Comm Code	Manufacturer	Specification	Model #
81161700			

Commodity Line Comments:

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.

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	\$104.00	1248000
Fixed LEO Equipment Kit (4.1.5)	Dish/antenna, modem, mounting hardware	Per Site	500	\$1,259.00	629500
Professional Installation (≤50 ft demarc) (4.1.6)	Manufacturer-certified install, weatherproofing, grounding	Per Site	500	\$2,500.00	1250000
Static IPv4 WAN Address (Optional) (4.1.7)	Dedicated, publicly routable IPv4 address	Per Site / Per Month	300	\$30.00	9000
Demarc Extension >50 ft (Optional) (4.1.6)	Additional cabling beyond included 50 ft	Per Linear Foot	10,000	\$1.30	13000
Mobile LEO Service (4.2.2; 4.2.3; 4.2.4)	Typical 50/25 Mbps bandwidth, unlimited data	Per Month	6,000	\$104.00	624000
Mobile LEO Equipment Kit (4.2.5)	Mobile dish/antenna + modem (if required)	Per Unit	300	\$149.00	44700
Mounting Hardware – Vehicle (4.2.5)	Vehicle mount	Per Unit	300	\$95.00	28500
Mounting Hardware – Window (4.2.5)	Window mount	Per Unit	300	\$40.00	12000
Mounting Hardware – Tripod (4.2.5)	Tripod mount	Per Unit	300	\$45.00	13500
Mounting Hardware – Pole (4.2.5)	Pole mount	Per Unit	300	\$200.00	60000
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	\$350.00	35000
				Grand total	3967200

*****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.



Project title: LEO Satellite Internet

Public Solicitation number: CRFQ 0231 OOT2700000007

Service provider: EnerStar Solutions Inc, Operating as "EnerStar Solutions"

**Response to: State of West Virginia - Department of
Administration Purchasing Division**

Due date: 10/22/2026

Primary Point of Contact:

Toby L Welch

toby.l.welch@wv.gov

(304) 558-8802

EnerStar Solutions Contact:

Sherri Finley

Starlink Sales Executive

sfinley@enerstarsolutions.com

405-774-1409

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Statement of compliance

October 19, 2026

Attn: Toby L Welch

Subject: EnerStar Solutions Response to LEO Satellite Internet CRFQ 0231 OOT2700000007

Dear Toby:

On behalf of EnerStar Solutions, I am pleased to present our bid to support internet access for the State of West Virginia - Department of Administration Purchasing Division with SpaceX Starlink internet service.

As one of the few authorized resellers of Starlink around the globe, EnerStar Solutions is proud to partner with Starlink to offer the most reliable and efficient high-speed broadband internet, powered by the newest Starlink Low Earth Orbit (LEO) satellite. Starlink is the world's first and largest satellite constellation using Low Earth Orbit to deliver broadband internet, with over 11,000 satellites currently deployed. To complement Starlink's advanced satellite and space engineering, EnerStar Solutions provides the highest level of support and comprehensive solutions for remote and on-site network configuration and growth.

EnerStar Solutions has established a proven track record supporting more than 200 active customers across Canada. Our organization is backed by a team of over 160 skilled professionals, including Starlink-trained technicians with extensive expertise in deployment, configuration, and ongoing support of Starlink solutions. In addition, we offer bilingual (English and French) accounting, sales, customer support, and Network Operations Center (NOC) services, ensuring seamless communication and responsive assistance for our customers.

Our commitment to service excellence, technical expertise, and customer success has made EnerStar Solutions a trusted partner for organizations seeking dependable connectivity solutions. Through our extensive experience, strategic partnerships, and dedicated support resources, we consistently deliver reliable outcomes and exceptional value to our customers.

Our proposal outlines how EnerStar Solutions can address the needs of the State of West Virginia - Department of Administration Purchasing Division through the implementation of Starlink Low Earth Orbit satellite internet services. Our team is dedicated to delivering a solution that exceeds expectations, and we are eager to contribute to the success of the State of West Virginia - Department of Administration Purchasing Division.

Thank you for considering our bid. We look forward to the opportunity to discuss it and address any questions.

Sincerely,

Sherri Finley

Sherri Finley

Starlink Sales Executive

sfinley@enerstarsolutions.com

C 405-774-1409

EnerStar Solutions Overview

As an Authorized Reseller of Starlink, EnerStar Solutions specializes in assisting government entities and medium to large-sized enterprises in optimizing their utilization Starlink Low Earth Orbit (LEO) satellite connectivity. Our approach involves addressing and mitigating the challenges customers commonly encounter when directly engaging with Starlink. Here are some of the key reasons why government and business entities opt for EnerStar Solutions for their Starlink requirements.

EnerStar Solutions Inc., operating as “EnerStar Solutions,” is a proudly Canadian-owned and operated company. Since 2010, EnerStar Solutions has been delivering customized, high-quality communications and connectivity solutions to government organizations, Indigenous communities, enterprises, and businesses across North America. Over the past 16 years, we have built a reputation for innovation, reliability, and exceptional customer service, supporting more than 200 customers throughout the region.

As the #1 Authorized Starlink Reseller in Canada, EnerStar Solutions has become a trusted leader in the deployment, support, and management of Starlink connectivity solutions. Our extensive experience with Starlink technologies enables us to deliver reliable, scalable, and secure broadband services to customers operating in both urban and remote environments.

EnerStar Solutions currently operates throughout Canada, the United States, and Mexico, with strategic expansion plans into South America and Europe. Our strong North American presence includes 11 business locations strategically positioned to provide responsive sales, deployment, and support services to our customers. The company supports more than 2,500 active Starlink units and has a team of over 160 skilled professionals, including Starlink-trained technicians specializing in installation, integration, network optimization, and ongoing technical support.

EnerStar Solutions proudly maintains its Corporate Headquarters at #110, 516 3 St SE, Medicine Hat, Alberta T1A 0H3, and its U.S. Headquarters in Trout Run, Pennsylvania. We strategically distribute products from our warehouse facilities in Calgary, Alberta, and Odessa, Texas, enabling efficient logistics and timely delivery throughout North America. With 11 offices across the continent, EnerStar Solutions is well-positioned to provide comprehensive support, implementation services, and ongoing customer care wherever our clients operate.

EnerStar Solutions Office Addresses

Canada Locations

Medicine Hat

#110, 516 3 ST SE
Medicine Hat, AB T1A 0H3

Calgary

#100, 999 - 57 Avenue NE
Calgary, AB T2E 9B7

U.S. Locations

North Dakota

13319 Hwy 200
Fairview, MT 59221

Wright

7572 S Hwy 59
Wright, WY 82732

Bloomfield

1039 S Bloomfield Blvd
Bloomfield, NM 87413

Texas

1033 S Moss Ave
Odessa, Texas 79763

Pecos

762 Wolf Camp Way
Pecos, TX 79772

Yukon

16350 W Hwy 66
Yukon, OK 73099

Trout Run (PAE)

3327 State Route 14
Trout Run, PA 17771

St. Clairsville (PAW)

55643 High Ridge Road
Bellaire, OH 43906

Portersville (PAW)

170 Stanford Road
Portersville, PA 16051

Selected as one of the first three authorized resellers of Starlink around the globe, EnerStar Solutions has proudly partnered with Starlink since 2022, to offer the most reliable and efficient high-speed broadband internet, powered by the newest Starlink Low Earth Orbit (LEO) satellite. To complement Starlink's advanced satellite and revolutionary space engineering, EnerStar Solutions provides the highest level of support and comprehensive solutions for remote and on-site network configuration and growth. From installation to support, we offer a host of added services and features to ensure the most effective, enterprise grade solution is delivered, including but not limited to these advantages:

24-Hour Network Operations Center (NOC): Our comprehensive NOC service stands as a testament to our commitment to maintaining a round-the-clock vigilance over the network. This service alone comes at a significant value to our clients, providing a level of support that extends well beyond what is offered directly through Starlink. Starlink has stated that EnerStar brings a whole new dynamic to supporting clients in ways they cannot.

Troubleshooting, Hands-On Support and Installation: We take our support one step further wherever we can by providing live troubleshooting options both remotely and in-person. Whether you need field assistance or hands-on installation, we provide installation options with qualified Field Communications Technicians at your site to ensure your system is set up properly and running to its full capabilities.

RMA Program: Our Return Merchandise Authorization (RMA) program ensures that faulty items or broken components are swiftly sent out for replacement. This immediate response is in stark contrast to the potential delays experienced with other providers, such as Starlink, where ticket response times can extend over several weeks.

Nationwide Presence: We have strategically positioned units and ancillary products/consumables across the country, granting us immediate access to products. This eliminates dependencies on shipping times and minimized the risk of shipping errors, ensuring that our clients have what they need precisely when they need it.

Custom Portal: Our platform offers a fully customizable portal, enabling clients to tailor metrics according to their specific needs. This flexibility ensures that the system is not just a one-size-fits-all solution but can be fine-tuned to deliver insights that matter most to our clients. You can find more information in the operational requirements section.

Billing Structure: Our billing system is designed with flexibility in mind. Unlike alternative providers, we understand the challenges procurement may face when dealing with multiple units on a credit card. Our approach aims to simplify the financial aspects of the partnership, aligning with the specific needs of our clients. We can transfer existing Starlink accounts to our billing system.

Continual Innovation: At EnerStar Solutions, our commitment goes beyond mere product reselling; we are dedicated to innovation and continually seeking novel approaches to deliver more than just a solution – our aim is to provide a perfect fit solution. In pursuit of this goal, we have created the Mini Shield Mount. We remain steadfast in our commitment to pushing the boundaries of creativity and consistently implementing ideas that result in novel solutions for our clients.

EnerStar operates through a network of offices and strategic partnerships spanning, ensuring comprehensive coverage for all your installation requirements. Our expansive reach enables us, along with our affiliated partners, to collaborate closely with you in facilitating installations on diverse structures and vehicles, regardless of their geographical location. We also offer accessories and mounts to install wherever you want.

Project Team Members

At EnerStar Solutions, we have offices located throughout North America where you can seek assistance. If you are away from any of our physical offices, we also offer remote options for support. Our 24/7 Network Operations Center (NOC) provides continuous monitoring and support (more information available in the NOC section), and our team is available to assist you with inquiries via email, phone call, or by scheduling a meeting. In case you need to communicate any change, you can contact to our sales, and he will provide the support or refer your case to the related team. Our Sales team will either call you or send emails periodically to ensure you are receiving satisfactory service. They will also inquire if you require any additional services. Additionally, our Administration team will send the invoice. If necessary, you can request to receive the invoice via multiple emails.

Project team members information is provided below:

Role	Name	Contact	Responsibilities	Availability
Network Operations Center	NOC	Ticket system: support@enerstarsolutions.com and/or 1-833-637-7827	Provides technical support, with phone access to immediate, live associates.	24/7/365
Starlink Sales Executive in Comms Communications US	Sherri Finley	sfinley@enerstarsolutions.com	Main point of contact. Sales and customer support.	8:00 AM - 5:00 PM (GMT-5)
Senior Proposal Specialist	Nicole Loaiza	nloaiza@enerstarsolutions.com	Handling quotations, resolving tickets to assign activation, deactivation, shipping, invoicing tasks, and providing customer support.	8:00 AM - 5:00 PM (GMT-6)
Operations Coordinator	Dominic Vandekerkhove	dvandekerkhove@enerstarsolutions.com	Resolving tickets to assign activation, deactivation, shipping, invoicing tasks, and	8:00 AM - 5:00 PM (GMT-6)

			providing customer support.	
Lead Installation Coordinator	Ian Vindas	ivindas@enerstarsolutions.com	Installer, activate, deactivate units, update the location names, units, update the plan, and provide support related to the portal.	8:00 AM - 5:00 PM (GMT-6)
Starlink invoices	Starlink invoices Team	starlinkinvoicing@enerstarsolutions.com	Starlink invoices.	8:00 AM - 5:00 PM (GMT-6)

Quality Demonstration

Experience of the service provider

EnerStar Solutions acknowledges the requirement for references demonstrating successful funded projects from recent funding years. We have a strong track record with over 200 active customers. Our commitment to delivering top-notch quality service has positioned us as a reliable and trusted player in the industry.

Our references include past clients who can attest to our capability, reliability, and overall satisfaction with the services we have provided. We are prepared to offer reference information upon request. We look forward to discussing our experience and demonstrating our suitability for this project.

SouthEast Alaska Regional Health Consortium:

SouthEast Alaska Regional Health Consortium has been an active customer of EnerStar Solutions since April 2024 to the present. EnerStar has successfully providing hardware, ancillary equipment, Priority Access data plans, and Remote Network Engineering, supporting remote installation and activation assistance for Starlink Kits, network setup guidance to ensure proper configuration and optimal performance, and best practices for connectivity & troubleshooting to address any technical concerns.

United States Health and Human Service / Indian Health Service:

Indian Health Service has been an active customer of EnerStar Solutions since March 2024 to the present. The internet services started July, with EnerStar successfully providing hardware, ancillary equipment, Priority Access data plans, and EnerStar Professional Installation.

These clients attest to our capability, reliability, and overall satisfaction delivering tailored, high-quality solutions across various industries. We look forward to discussing our experience and demonstrating our suitability for this project.

Network Installation Projects Experience

- 1) New River Health: EnerStar Solutions facilitated the Starlink installation and ongoing management for 6 remote healthcare locations across remote West Virginia in June 2026. These locations include connected grade school wellness centers, multi-story hospitals, and rural healthcare facilities.
- 2) EQT Production Company: EnerStar Solutions provides temporary housing, power and communications to multiple, 100+ personnel camps across West Virginia and Pennsylvania. Includes providing accommodations trailers, direct TV's, generators, point-to-point shots, Starlink, and various networking equipment.
- 3) Tug Hill Operating: Provided communications equipment to existing man-camp trailers and continued support. EnerStar configured and installed access points, point-to-point receivers, routers and network switches to service the Frac site and man-camp's internet requirements while providing continued remote, and locally dispatched support.
- 4) Jay Bee Oil & Gas: EnerStar Solutions continues to support Jay Bee Oil & Gas by providing mobile office trailers and accommodations units, networking equipment to man-camps and drilling rigs, and point-to-point receivers for connecting the man-camp internet access to drilling rigs. Also involved installing LTE extenders for continuous internet access between their camp and rig.
- 5) Seneca Resources: EnerStar Solutions continues to support Seneca Resources by providing the networking equipment to their rig camps and safety shacks. This includes configuring, installing and providing continued support for Starlink, point-to-point receivers, direct TV lines and cell phone boosters.

EnerStar 360 Advanced Support

At EnerStar Solutions, we are committed to providing unparalleled support to our valued Starlink customers.

Our EnerStar 360 Services are designed to ensure that your Starlink experience is seamless and hassle-free. As an authorized reseller of Starlink, we offer comprehensive support solutions tailored to meet your specific needs.

Tier 1 Support:

- Access to EnerStarlink Customer portal, available 24/7, offering:
 - Automated health check diagnostics with alerts
 - Data Usage and telemetry alerts
 - Access to data usage history
 - Starlink equipment status and telemetry checks
 - FAQ section for common troubleshooting concerns

Tier 2 Support:

- Customer initiated online support via the web form on the Customer Portal for a callback from our 24/7 Network Operations Center (NOC). Response time guaranteed within 30 minutes.
- Phone access to our 24/7 NOC with immediate, live associates available at 1-83ENERSTAR.
 - Press 1, then 1 for NOC Access
- NOC can confirm correct hardware, geo-location, perform resets, check online status, and address other common Tier 2 support concerns.
- Escalation to Tier 3 Technical Support for issues unable to be resolved at Tier 2 level.

Tier 3 Support:

- Access to live technician/engineering support.
- Response target is 60 minutes to live phone support.
- For onsite technical support requirements, response target is within 72 hours.

Not included:

- Network Management issues on 3rd party networks.
- Technician travel expenses for on-site support, if required.
 - Failed equipment covered under EnerStar's RMA policy.

At EnerStar Solutions, we understand that every customer's needs are unique. That is why our EnerStar 360 Services are designed to be flexible and adaptable, ensuring that you receive the support you need when you need it and we are always working to improve our services, creating new accessories, and updating our Customer Portal. Trust EnerStar Solutions to be your partner in maximizing the potential of your Starlink connection.

24/7 NOC Services

Our 24/7 Network Operations Center (NOC) is a dedicated customer support service that provides round-the-clock assistance for managing and troubleshooting network-related issues. The NOC is staffed by skilled technical professionals who specialize in monitoring, maintaining, and optimizing network infrastructure. Here's a summary of what a 24/7 NOC phone line would provide to customers:

Continuous Monitoring: The NOC team constantly monitors the customer's network infrastructure, including servers, routers, switches, and other critical components. They use advanced monitoring tools to detect and diagnose potential issues in real-time.

Immediate Issue Resolution: When an issue arises, customers can call the NOC phone line for immediate assistance. The NOC team provides prompt troubleshooting, analysis, and resolution of network problems to minimize downtime and disruptions.

Incident Management: In the event of a major network outage or critical incident, the NOC phone line acts as a central point of contact for communication and coordination. They work to resolve the issue promptly and keep customers updated on the progress.

Escalation and Coordination: If an issue requires more specialized expertise, the NOC team can escalate the problem to higher-level technical support or other relevant teams within the organization. They coordinate efforts to ensure a comprehensive resolution.

Documentation and Reporting: The NOC maintains detailed records of all network activities, incidents, and resolutions. This documentation helps track trends, identify recurring issues, and develop strategies for long-term network improvements.

Emergency Response: Network emergencies can happen at any time. The NOC's 24/7 availability ensures that customers have access to skilled professionals who can respond to critical situations promptly, reducing the impact of network outages.

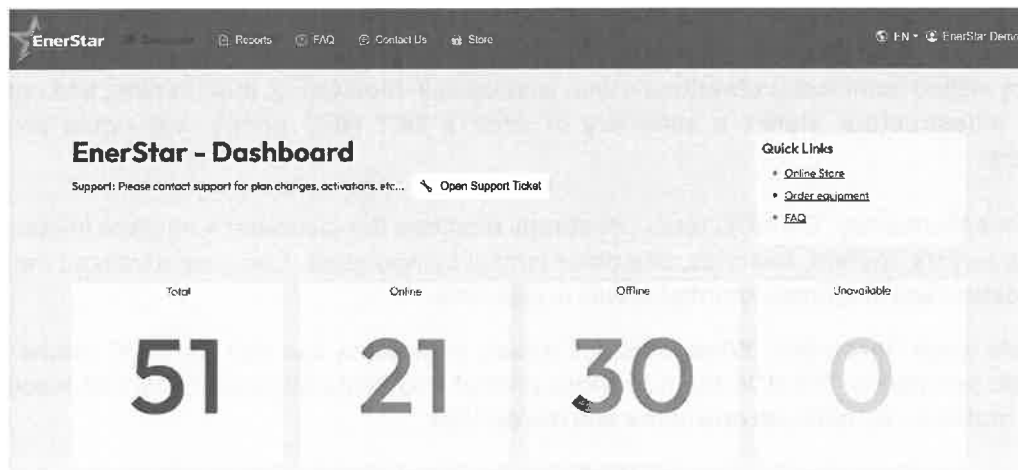
Customer Support: The NOC phone line serves as a dedicated support channel for customers, offering assistance, guidance, and troubleshooting for network-related inquiries, issues, and concerns.

Our 24/7 NOC phone line provides customers with continuous monitoring, rapid issue resolution, incident response, escalation procedures, documentation, and consistent customer support for all their network needs. This service helps your businesses maintain stable and secure network operations, reduces downtime, and ensures smooth communication and data flow.

EnerStarlink Portal

EnerStar Solutions provides access to EnerStarlink, a custom user portal to monitor data usage, status, and telemetry, an additional optional method to submit support tickets for Tier 2 support escalations, find a FAQ section with common troubleshooting issues, and a contact us section.

Our easy-to-use customer portal grants you access to a wealth of information. From viewing your services and usage statistics to checking invoices and monitoring trouble tickets, you have full visibility and transparency over your Starlink services.



1. Dashboard

- a. Customers will have access to their specific account's dashboard to monitor their sites' data usage, status, and telemetry.
- b. The Account Summary at the top of the page notes the number of online, offline, and unavailable units.
- c. In the accordion menu, previews for each site contain the site name, unit status, kit number, address, current data usage, and the "support ticket" button (wrench).



- d. Clicking a site preview will open an expanded view of the site's details. This includes kit details such as: the kit number, geo location, service line number and unit status, data usage for the current and previous cycle, billing cycle dates, overage risk, and automated usage warning notifications. If a site has gone over their designated data limit, the usage donut will appear red and will contain a bar below it indicating the amount of data they have used over their threshold.
- e. Scrolling down in the expanded site view will show the units Telemetry statistics, including Latency, Signal Quality, Ping Drop Rate and Obstruction Level. These can be used to help troubleshoot network problems with units.

Through the EnerStar Customer Portal, customers can access a comprehensive set of self-service and support tools. Users can view Starlink usage history, check their account status, review account information, and access billing details, including all paid and outstanding invoices through the accounting section. The portal also allows customers to create Support Tickets for Tier 2 support escalations, access an extensive FAQ and troubleshooting knowledge base, and use the Contact Us section for direct communication with our support teams.

In addition, EnerStar provides proactive notifications through the portal whenever a Starlink system is scheduled to receive a software update. Alerts are displayed one day prior to the update, and software upgrades are typically performed at 3:00 AM local time. Customers can expect a brief

service interruption of approximately 5 to 10 minutes during the upgrade process. Training on portal functionality and support processes can be provided upon request.

Following you can find more services provided in our Customer Portal:

- Current and all previous data usage can be viewed through the EnerStarlink customer portal.
- Service plan upgrades will take effect immediately after they are updated by an EnerStar technician. Data plan downgrades take effect at the start of the next billing cycle (1st of each month)
- Once an EnerStar technician receives a capacity change request, the plan change will be facilitated within 30 minutes.
- Capacity changes will not result in a service outage. In rare cases, a Starlink kit will have to be rebooted for the change to take place, resulting in a downtime of roughly 5 minutes.

In case of service availability issues, the portal shows alerts when a Starlink device requires a software update. The alert appears the day before the software update, and updates typically occur at 3 am local time, resulting in an outage of 5-10 minutes. If the IT team needs to maintain the website or update your link to the portal, we will send an email to the contacts in our database, either to inform you about the change in your portal link or to provide more information about the update following the IT Service Management change management process.

Invoicing and invoices

Billing Process Description

1. How Billing Cycles Are Established

EnerStar establishes billing cycles based on the customer's service activation date, contracted billing frequency, and approved service plan. Recurring billing profiles are created using customer-specific information. Billing data is reviewed and validated prior to invoicing to ensure accuracy and compliance with customer requirements.

2. Billing Cycle Start Dates

Billing operates on a monthly cycle, the billing cycle starts the 1st of each month. Invoices are generated between the 5th and 10th day of each month and reflect services provided during the previous billing period.

3. Invoice Generation and Delivery

Invoices are generated through EnerStar's accounting platform using both automated recurring billing and manually generated invoices when required for one-time charges, installations, or service changes. Prior to issuance, invoices undergo review to confirm pricing, customer information, purchase order requirements, and supporting documentation.

Invoices are delivered through the customer's preferred method, including:

- Email delivery (PDF format)

- Customer billing portals
- Procurement platforms (where applicable)
- Other customer-designated electronic invoicing systems

EnerStar supports multiple customer-specific delivery methods to accommodate client requirements.

4. Prorated Charges, Partial Month Billing, and Adjustments

EnerStar utilizes a post-billing model. Services provided during a calendar month are invoiced after the billing period has ended, with invoices typically generated and distributed between the 5th and 10th business day of the following month. Customers activated during a billing month are billed for the full monthly service charge rather than a prorated amount, unless otherwise specified in the service agreement. This approach simplifies billing, reduces adjustments, and provides customers with a consistent and predictable invoicing process.

5. Invoice Error Resolution Process

EnerStar maintains a structured invoice review and correction process designed to ensure timely resolution of billing discrepancies.

Upon identification of a potential billing error by either EnerStar or the customer:

1. The issue is logged and reviewed by the billing team.
2. Supporting documentation, service records, purchase orders, and account activity are validated.
3. EnerStar communicates findings and proposed resolutions directly with the designated customer's representative.
4. If an error is confirmed, a corrected invoice and/or credit memo is issued.
5. Revised billing documentation is provided electronically through the customer's preferred delivery method.

Our billing system is designed with flexibility in mind. Unlike alternative providers, we understand the challenges procurement may face when dealing with multiple units on a credit card. Our approach aims to simplify the financial aspects of the partnership, aligning with the specific needs of our clients and provide more information if needed. We can transfer existing Starlink accounts to our billing system.

Sample Invoice:



Invoice

Date	Invoice #
3/31/2026	STAR**.****
Ship To	

Invoice To
Company Name
Signing Authority: Contact Name
Address
City, Prov Postal
Canada

Terms:	Location	P.O. No.	Requested By
Net 30 Days			

Description	Kit#	Amount
Starlink Mar 01 - Mar 31 L50 KIT4M0*****	KIT4M0*****	94.00T
Autoboost Mar 01 - Mar 31 KIT4M0*****	KIT4M0*****	20.00T
EnerStar360 Mar 01 - Mar 31 KIT4M0*****	KIT4M0*****	199.00T
Starlink Mar 01 - Mar 31 L50 KIT4M1*****	KIT4M1*****	94.00T
Autoboost Mar 01 - Mar 31 KIT4M1*****	KIT4M1*****	20.00T
EnerStar360 Mar 01 - Mar 31 KIT4M1*****	KIT4M1*****	199.00T
ON - HST (CAD) Sales Tax Grp.		81.38

EnerStar Solutions #110-516 3rd St SE, Medicine Hat, AB, Canada, T1A 0H3 GST No. 81800
8450 RT0001

Subtotal	CAD 626.00
Total	CAD 707.38
Balance Due	CAD 707.38

Limited Warranty and RMA Policy

Warranty

Limited Warranty

EnerStar Solutions warrants that all Starlink Kits supplied under this agreement will be free from defects in materials and workmanship and will substantially perform in accordance with Starlink's published specifications, available at <https://www.starlink.com/specifications>, as updated by Starlink from time to time ("Limited Warranty"). The Limited Warranty applies in addition to any rights available under applicable consumer protection laws and does not limit or restrict those rights.

Warranty Coverage

Warranty coverage is valid from the original date of purchase through EnerStar Solutions and applies throughout Canada, the United States, and Mexico.

Warranty Period:

- **12 months** for Starlink Standard Kits
- **12 months** for Starlink Mini Kits
- **36 months** for the Gen 3 Starlink Performance Kit
- For transferred kits, EnerStar Solutions will support the remaining balance of the original manufacturer's warranty period.

During the applicable warranty period, EnerStar Solutions will assist customers with warranty claims, technical diagnostics, and coordination with Starlink for eligible hardware replacement requests.

Return Merchandise Authorization (RMA) Policy

EnerStar Solutions manages all Return Merchandise Authorization (RMA) requests through its Network Operations Center (NOC). All reported hardware issues are reviewed and diagnosed by our technical support team before an RMA is initiated.

RMA Service Level Agreement (SLA)

Upon confirmation that hardware is defective and eligible for replacement, EnerStar Solutions provides a **72-hour RMA fulfillment SLA**. Within 72 hours of RMA approval, EnerStar Solutions will ship the replacement equipment, when a replacement is determined to be necessary and inventory is available.

Replacement equipment may be shipped in advance of receiving the defective unit back when operational requirements and warranty eligibility permit.

RMA Eligibility

1. RMA requests for defective purchased equipment must be submitted within the applicable warranty period. Equipment provided under rental agreements remains eligible for replacement throughout the rental term.

2. To initiate an RMA request, customers must provide the following information to the EnerStar Solutions NOC:
 - Starlink Kit Number (serial number)
 - Customer contact information
 - Installation location
 - Description of the issue and reason for return
3. Prior to RMA approval, troubleshooting may be required to verify hardware failure. Typical troubleshooting procedures may include:
 - Power cycling the Starlink system
 - Reseating cables and connectors
 - Validating service status
 - Testing with available spare equipment
 - Remote diagnostics conducted by EnerStar's NOC

RMA Approval Process

Once an RMA request has been approved:

1. The customer will receive an RMA authorization number.
2. Return instructions will be provided by EnerStar Solutions.
3. EnerStar Solutions will coordinate the replacement process directly with Starlink when required.
4. Replacement equipment will be shipped in accordance with the 72-hour RMA SLA.

Return Requirements

- Returned products should be packaged appropriately to prevent damage during transit.
- Any included accessories, power supplies, cables, and mounting hardware requested by EnerStar Solutions must be returned with the equipment.
- Customers are responsible for shipping costs associated with non-warranty returns unless otherwise agreed in writing.
- If the return results from a confirmed hardware defect or an error on the part of EnerStar Solutions, return shipping costs may be covered by EnerStar Solutions.

Non-Eligible Returns

EnerStar Solutions reserves the right to refuse an RMA request or apply applicable fees when:

- Equipment is returned without an approved RMA number.
- The reported issue cannot be verified.
- The equipment has been damaged through misuse, neglect, unauthorized modification, or improper installation.
- The return does not meet the conditions outlined in this policy.

For RMA requests or warranty assistance, please contact:

EnerStar Solutions Network Operations Center (NOC)

support@enerstarsolutions.com

1-833-637-7827

Description of Proposed Services

EnerStar Solutions will provide Starlink Priority Access internet service, installation services, and EnerStar 360 support, which includes 24/7 Network Operations Center (NOC) support, RMA assistance, portal access, and network monitoring.

The pricing provided below includes the **50 GB Priority Local data plan**, which provides **unlimited data usage**. Once the 50 GB priority data allowance has been consumed, the service will transition to non-priority data, with no hard data caps or data usage overage charges. **EnerStar 360 service** is also included.

Please find more information about the data plans and kits we offer in [Annex 2](#) and [Annex 3](#).

EnerStar has provided the installation cost, including equipment setup, configuration, and verification to ensure the system is operating to specifications. Professional installation services are carried out by highly skilled and experienced technicians. Our team ensures that each installation is completed efficiently, safely, and in accordance with the highest quality standards.

EnerStar Solutions has successfully completed over 8,000 Starlink installations for their customers since 2022. To better serve our clients, we maintain partnerships with experienced installation providers across North America, ensuring timely, professional, and consistent service delivery. Our clients receive turn-key solutions to include in-house engineering and design, fabrication, project/construction management, certified technicians, and network operations for deployment on projects throughout North America.

Pricing does not include applicable taxes unless listed. The quote provided is based on the information available at the time of preparation. Additional charges may apply for any unforeseen services or materials required during installation if applicable. These charges will be reflected in the final invoice.

For additional ancillary products, please visit our online Starlink [catalog](#), or contact us to discuss about your requirements.

TERMS: For full Terms and Conditions, please refer to enerstarsolutions.com/starlink.

Please acknowledge the terms and conditions of Starlink services, available at <https://www.starlink.com/legal>, as these govern the equipment and services provided.

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	\$104.00	1248000
Fixed LEO Equipment Kit (4.1.5)	Dish/antenna, modem, mounting hardware	Per Site	500	\$1,259.00	629500
Professional Installation (≤50 ft demarc) (4.1.6)	Manufacturer certified install, weatherproofing, grounding	Per Site	500	\$2,500.00	1250000
Static IPv4 WAN Address (Optional) (4.1.7)	Dedicated, publicly routable IPv4 address	Per Site / Per Month	300	\$30.00	9000
Demarc Extension >50 ft (Optional) (4.1.6)	Additional cabling beyond included 50 ft	Per Linear Foot	10,000	\$1.30	13000
Mobile LEO Service (4.2.2; 4.2.3; 4.2.4)	Typical 50/25 Mbps bandwidth, unlimited data	Per Month	6,000	\$104.00	624000
Mobile LEO Equipment Kit (4.2.5)	Mobile dish/antenna + modem (if required)	Per Unit	300	\$149.00	44700
Mounting Hardware – Vehicle (4.2.5)	Vehicle mount	Per Unit	300	\$95.00	28500
Mounting Hardware – Window (4.2.5)	Window mount	Per Unit	300	\$40.00	12000
Mounting Hardware – Tripod (4.2.5)	Tripod mount	Per Unit	300	\$45.00	13500
Mounting Hardware – Pole (4.2.5)	Pole mount	Per Unit	300	\$200.00	60000
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	\$350.00	35000
Grand total					3967200

*****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.

Installation and servicing maintenance team experience

EnerStar Solutions has successfully completed over 8,000 installations for customers across Canada and the United States. We have established partnerships in various regions to ensure the highest quality of services for our clients. Our comprehensive turn-key solutions include in-house engineering and design, fabrication, project/construction management, certified technicians, and network operations. These services support the deployment of projects throughout North America, ensuring efficiency and reliability at every stage.

EnerStar Solutions confirms that all installation and support services under this contract will be performed by Starlink-trained technicians in accordance with manufacturer requirements and industry best practices. Proof of technician training and certification is available and can be provided upon request.

Installation usually takes around 5 to 8 hours per kit and site, though some installations can take longer depending on the complexity of the setup. The units are tested and activated on the same day. Equipment is usually shipped several days in advance to ensure that it will be ready for the installation, ensuring the unit is active on the day of the scheduled installation. We provide contact information about the installer to provide access if needed and request contact.

Our Installation Process:



Authorized Reseller: We are an officially recognized and trusted Authorized Starlink Reseller.

Professional Guaranteed Work: Our technicians are fully trained in Starlink installations, providing top-quality service.

- **Timely and Quick:** We prioritize efficiency, completing installations promptly.
- **Safety:** Installations are performed with strict adherence to safety standards.
- **Expert Knowledge:** As the product provider, we have unparalleled expertise in Starlink systems.
- **Proven Experience:** Over 8,000 installations successfully completed across North America.
- **Custom Solutions:** We offer in-house designed mounting products tailored to various needs.
- **Service Quality:** Optimal performance and minimal downtime with fast turn-around service.

- **Customer Support Service:** We provide round-the-clock NOC assistance as well as our RMA policy, dedicated to our customers.

Installation Procedure:

1. **Installing mount:** When installing the Starlink mount, ensure the dish will be placed above the building's roofline and has a clear line of site to the sky void of obstructions.
 - a. Use at least 4 self-drilling anchor screws through the pre-drilled holes on the J-mount base plate. Ensure the mount is securely attached to the wall and will not sway or fall off due to violent winds or snow.
 - b. Connect the pipe adaptor and wedge mount together. Refer to instructions provided with wedge mount. Insert the six screws provided with the pipe adaptor into the thread holes. Apply thread lock onto the screws before tightening.
 - c. Tighten the six machine screws while holding the mount at the desired position on the arm.
2. **Dish Installation and Cable Routing:** Ensure the dish is tightly secured to the mount and has a clear view of the sky. Slight obstructions such as trees or another building will result in inconsistent service.
 - a. Place the dish on top of the wedge mount and tightly secure the 4 screws provided with the wedge mount
 - b. Tighten the locking screw in the base of the mounting arm to ensure the dish is pointed vertically and locked in position.
 - c. Plug the dish-end of the Starlink Dish cable into the Starlink dish. Ensure there is no moisture or dust built up in the cable-end or the port on the dish. If there is any debris inside, use a Q-tip to carefully clean the cable-end and dish port, ensuring not to break any connective pins.
 - d. Tie a small cable service loop directly under the dish to ensure there is slack in the cable to prevent disconnections with high winds or snow.
 - e. Cover the PSU-end of the Dish-PSU cable with electrical tape to ensure it does not accumulate dust and debris while routing the cable through the wall and ceiling.
 - f. If required, drill your access point in the required location to route the cable into the building. It is recommended to drill into the side of the building rather than through the roof to prevent potential water leaks.
 - g. Route the cable into the building and into the network room where the power supply and router will be located. As the cable ends are extremely fragile, ensure the cable is not forced through any openings.
 - h. Connect the Dish-PSU cable to the PSU into the port marked with the Starlink dish. Neatly coil any excess cable and store it with the power supply and router.
 - i. Use the Starlink cable ties to secure the cable to the side of the building and through the ceiling. A tie should be placed roughly every 3 feet to ensure the entire cable is pressed against the wall and not blowing in the wind.
3. **Confirm Service:** Once the dish is installed and connected to the power supply, ensure the Starlink devices are working as expected before connected to any third-party equipment.
 - a. Confirm the Starlink dish is activated, online, and connected to the internet by wireless connecting to the Starlink Wi-Fi network through the Starlink router.

- b. You will be prompted to create an SSID and password on the Starlink router. Ensure the SSID is a unique Wi-Fi network name with a strong password.
- c. If there are any problems during the process, use the Starlink app on your mobile device while connected to the Wi-Fi network. This will indicate if the dish is encountering any errors. If there are any errors that cannot be immediately addressed, contact EnerStarlink Support for further assistance.
- d. Once the Starlink dish is online and working as expected, connect the Starlink network to the third-party equipment.
 - i. With Starlink router: Use a CAT6 ethernet cable to connect the Starlink router to the third-party equipment.
 - ii. Without Starlink router: Use the USBC-RJ45 cable provided with the Starlink kit to connect the power supply directly to the third-party equipment.

Timeline:

EnerStar will ship the units after receiving the related documents required on our end. Equipment is usually shipped days before the installation to ensure that it will be ready for the installation, and the unit is active the day of the installation. The estimated time of arrival is around 5-8 business days if the location is in a rural area.

Units will be installed by two or more EnerStar Solutions' technologists depending on each installation, and the contact information of the installers will be provided days before the installation to provide access if needed. EnerStar can request for a contact on each location if needed.

Installation usually takes around 4 to 8 hours per kit and site. Some installations can take more time depending on the type of installation. The units are tested and activated the same day.

Annex 1: EnerStar Solutions Starlink Reseller Authorization



CONFIDENTIALITY NOTICE

EnerStar Solutions – Authorized Starlink Reseller Verification

The contents of this document are strictly **confidential** and intended solely for the recipient. The following pages contain proprietary information, including official confirmation from SpaceX verifying **EnerStar Solutions as an authorized Starlink reseller.**

This information is provided exclusively to validate our authorization. It may not be copied, shared, or distributed to any third party without prior written consent from EnerStar Solutions.

By reviewing this document, you acknowledge and agree to maintain its confidentiality.

For any questions or further verification, please contact:

Rob Granfield
Director of Starlink
rgrandfield@enerstarsolutions.com
403-740-5400

110 – 516 3rd St SE, Medicine Hat, AB T1A 0H3, Canada
+1-833-637-7827 or 83-ENERSTAR | enerstarsolutions.com



From: Jason Norton <Jason.Norton@spacex.com>
Sent: February 5, 2025 1:13 PM
To: Rob Grandfield <rgrandfield@enerstarsolutions.com>
Subject: EnerStar Reseller Authorization

Hi Rob,

Enerstar is an authorized reseller of Starlink products and services. I've created an attached file with the active contract signed by both me and the North American Sales Director for Starlink Enterprise.

Further confirmation can be found using the link below, all active and authorized resellers for Starlink will be listed on this website. I've included the URL showing Enerstar Solutions as part of the Starlink URL. Please let us know if this will be acceptable for your bids.

[Enerstar Solutions](#)

<https://starlink.eulerapp.com/starlink?profile=1761741230614x931480440695068300>

Thanks,

Jason Norton
Sr. Sales Manager – Global Starlink Enterprise
[Book a Meeting](#)
Starlink – A SpaceX Company (Redmond, WA)
jason.norton@spacex.com / 310.303.1643



Link: [EnerStar Solutions](#)



110 – 516 3rd St SE, Medicine Hat, AB T1A 0H3, Canada
+1-833-637-7827 or 83-ENERSTAR | enerstarsolutions.com

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Annex 2: Additional Data Plan Options

Local Data Plans (USD)

Why Choose EnerStar?

-  Starlink Authorized Reseller
-  24/7 Technical Support
-  Customized Solutions
-  Dedicated Account Manager
-  Reliable Inventory

	ENERSTARLINK PLANS				
	50 GB	500 GB	1 TB	2 TB	5 TB
Priority Access Data Limit*					
Best Suited Application	Backup	2-5 users	Small Crew	Medium Crew	Camp Crew
Typical Case Use	Emails	Streaming	Browsing	Surveillance	Multi-user
Starlink Data Access	\$55	\$155	\$280	\$530	\$1,280
EnerStar360	\$109	\$109	\$109	\$109	\$109
Total Monthly Fee	\$164	\$264	\$389	\$639	\$1,389

EnerStar Solutions is proud to partner with Starlink as one of the few authorized resellers across the globe to bring your business the most reliable and efficient high-speed broadband internet powered by the newest Low Earth Orbit (LEO) satellite.

EnerStar360 is EnerStar's service framework for Starlink solutions, defining the integrated support experience including 24/7 NOC monitoring, account management, portal access, billing and administrative services, and coordinated operational support across the customer lifecycle.

*Any data usage that exceeds your allocated priority data plan will incur a charge of \$1 per GB. To ensure a smooth experience, consider our AutoBoost feature, which offers seamless data management and can automatically upgrade you to the next available plan when you run out of your priority data for an additional \$15/month per kit. For more details, please reach out to your account executive.

Global Data Plans (USD)

Why Choose EnerStar?

-  Starlink Authorized Reseller
-  24/7 Technical Support
-  Customized Solutions
-  Dedicated Account Manager
-  Reliable Inventory

	ENERSTARLINK PLANS			
	50 GB	500 GB	1 TB	2 TB
Priority Access Data Limit*				
Best Suited Application	Backup	2-5 users	Small Crew	Medium Crew
Typical Case Use	Emails	Streaming	Browsing	Surveillance
Starlink Data Access	\$250	\$650	\$1,150	\$2,150
EnerStar360	\$109	\$109	\$109	\$109
Total Monthly Fee	\$359	\$759	\$1,259	\$2,259

EnerStar Solutions is proud to partner with Starlink as one of the few authorized resellers across the globe to bring your business the most reliable and efficient high-speed broadband internet powered by the newest Low Earth Orbit (LEO) satellite.

EnerStar360 is EnerStar's service framework for Starlink solutions, defining the integrated support experience including 24/7 NOC monitoring, account management, portal access, billing and administrative services, and coordinated operational support across the customer lifecycle.

*Any data usage that exceeds your allocated priority data plan will incur a charge of \$3 per GB. To ensure a smooth experience, consider our AutoBoost feature, which offers seamless data management and can automatically upgrade you to the next available plan when you run out of your priority data for an additional \$15/month per kit. For more details, please reach out to your account executive.

Annex 3: Starlink Kits



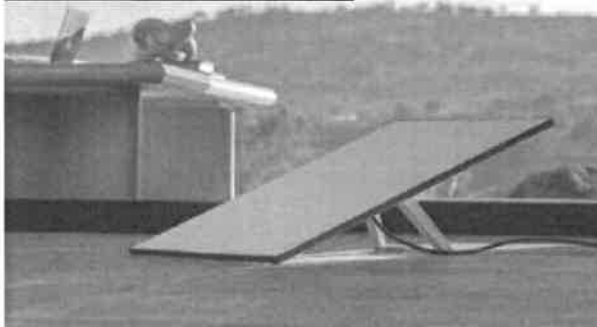
\$299.00 Mini Kit



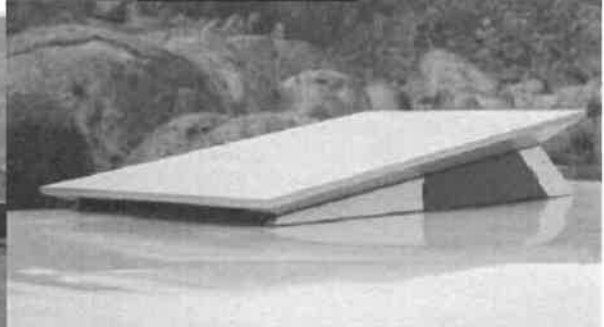
\$599.00 Enterprise Kit



\$349.00 Standard Kit



\$1,999.00 Gen 3 Kit





STARLINK KITS

Enerstar Solutions offers a variety of Starlink kits to meet diverse connectivity needs. The Starlink Mini is perfect for basic users and light commercial use, while the Starlink Enterprise kit caters to light power users in controlled environments with enhanced security. For high-demand users requiring robust performance in extreme conditions, the Standard or Gen 3 kits support multiple devices seamlessly.

	Mini	Enterprise Kit	Standard Kit	Gen 3 (Performance)
Installation	Plug-and-play	Professional installation recommended	Plug-and-play & Professional installation recommended	Plug-and-play & Professional installation recommended
Weather Resilience	Moderate resilience	Designed for controlled environments	Designed for extreme conditions	Designed for extreme conditions
Expected Max Download Speed	Up to 100+ Mbps	Up to 220+ Mbps	Up to 450 Mbps	Up to 475 Mbps
Expected Max Upload Speed	Up to 20+ Mbps	Up to 25+ Mbps	Up to 60 Mbps	Up to 75 Mbps
Snow Melt Capability	Up to 25mm / hour (1 in / hour)	Up to 40 mm / hour (1.5 in / hour)	Up to 40 mm/hour (1.5 in/hour)	Up to 85mm / hour (3.5 in / hour)
Operating Temperature	-30°C to 50°C (-22°F to 122°F)	-30°C to 50°C (-22°F to 122°F)	-30°C to 50°C (-22°F to 122°F)	-40°C to 60°C (-40°F to 140°F)
Field of View	110°	110°	110°	140°
Wind Rating	96 kph+ (60 mph+)	96 kph+ (60 mph+)	96 kph+ (60 mph+)	280 kph+ (174 mph+)
Environmental Rating	IP67 Type 4 with DC Power Cable and Starlink Plug/Cable Installed	IP67	IP67 Type 4	IP69K (with cables installed) IP68 (no cables installed)
Dish Weight	2.2 kg (4.85 lbs)	5.4 kg (11.9 lbs)	2.9 kg (6.4 lb)	5.2 kg (11.5 lb)

Enerstar Solutions offers the Starlink Mini, Enterprise, Standard, and Gen 3 (Performance) kits, providing tailored connectivity solutions for businesses of all sizes. Choosing Enerstar ensures you receive the best in performance and reliability to meet your specific needs. Upgrade your connectivity with Enerstar Solutions today!



Annex 4: Certificate of Insurance

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 7/28/2026		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Arthur J. Gallagher Risk Management Services, LLC 615 E Britton Rd Oklahoma City OK 73114			CONTACT NAME: PHONE: (A/C No. Ext): FAX: (A/C No.): E-MAIL: ADDRESS:			
INSURED Enerstar Solutions Inc 3327 State Route 14 Trout Run, PA 17771			INSURER(S) AFFORDING COVERAGE			
ENERCCS-02			INSURER A: Travelers Property Casualty Company of America		NAIC # 25874	
			INSURER B: Travelers Indemnity Company		25858	
			INSURER C: Travelers Indemnity Co of America		25868	
			INSURER D:			
			INSURER E:			
			INSURER F:			
COVERAGES CERTIFICATE NUMBER: 2133130455 REVISION NUMBER:						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSURER LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☒ OTHER: S&A Pollution		H-660-D0621680	8/3/2026	8/3/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADJ INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOF AGG \$ 2,000,000 S&A Pollution \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		810-D0560452	8/3/2026	8/3/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ M/A	UB-D0552765	8/3/2026	8/3/2027	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Stop Gap Liability included in Policy UB-D0552765 States Covered under the Workers Compensation Policy UB-D0552765: LA, MT, NM, PA, TX, UT, WV Certificate holder is additional insured where indicated and where required by written contract with insured. A waiver of subrogation in favor of the certificate holder is granted where indicated and where required by written contract. Commercial General Liability and Automobile Liability Insurance is Primary and Non-Contributory. 30 Days Notice of Cancellation applies Auto policy includes MCS-90 endorsement and CA 99-48 -- Pollution Liability -- Broadened Coverage for Covered Autos.						
CERTIFICATE HOLDER				CANCELLATION		
To Whom It May Concern				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Arthur J. Gallagher Risk Management Services, LLC		

ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/30/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gallagher Energy Risk Services Suite 1220, 530 8th Ave S. W. Calgary AB T2P 3S8	CONTACT NAME: PHONE: 403-705-5555 FAX: 403-705-5556 E-MAIL: ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Enerstar Solutions Inc. 3327 State Route 14 Trout Run PA 17771-9048	INSURER A: Starr Insurance & Reinsurance Limited	
	INSURER B: Travelers Insurance Company of Canada	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1024814458

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC ☐ OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRE AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☐ RETENTION \$	☒ OCCUR ☐ CLAIMS-MADE	Y Y 40427386	8/3/2026	8/3/2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory to NA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	M/A			☐ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Equipment		1000598019261	8/3/2026	8/3/2027	As per Schedule

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Contractors Equipment Limit Any One Occurrence: \$5,000,000
 Equipment Leased or Rented to Others: Included
 Short Term -Equipment Leased or Rented from Others: \$125,000
 Motor Truck Cargo: \$250,000

Excess/Umbrella policy is "follow form" and sits excess of the Commercial General Liability (including Sudden & Accidental Policy Liability), Automobile, and Employer's Liability policies.

See Attached...

CERTIFICATE HOLDER

CANCELLATION 30

To Whom It May Concern	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Gallagher Energy Risk Services		NAMED INSURED Enerstar Solutions Inc. 3327 State Route 14 Trout Run PA 17771-9048	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Certificate holder is additional insured where indicated and where required by written contract with insured. "Follow Form" on Excess/Umbrella Liability Policy.

A waiver of subrogation in favor of the certificate holder is granted where indicated and where required by written contract. "Follow Form" on Excess/Umbrella Liability Policy.

30 Days Notice of Cancellation applies

ACORD 101 (2008/01)

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Annex 5: CRFQ OOT2700000007 Bid Documents,
Addendum No 1, Addendum No 2, Addendum No 4



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			Reason for Modification:
Doc Description: LEO Satellite Internet			
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: VS0000048626
Vendor Name : EnerStar Solutions Inc
Address : 3327
Street : PENNSYLVANIA 14
City : TROUT RUN
State : PA **Country :** United States **Zip :** 17771
Principal Contact : Sherri Finley
Vendor Contact Phone: 405-774-1409 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

**Vendor
Signature X**

Rgrandfield

FEIN# 98-0657629

DATE Oct 19 2026 18:01 MDT

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**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	\$4,877.30	\$3,967,200.00

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 ~~www~~OASIS 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 of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

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) Sherri Finley, Starlink Sales Executive

(Address) 3327 PENNSYLVANIA 14 TROUT RUN, PA 17771 USA

(Phone Number) / (Fax Number) 405-774-1409

(email address) sfinley@enerstarsolutions.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.

EnerStar Solutions Inc

(Company) Rgrandfield

(Signature of Authorized Representative)

Rob Grandfield, Director StarLink Operations

(Printed Name and Title of Authorized Representative) (Date)

403-740-5400

(Phone Number) (Fax Number)

rgrandfield@enerstarsolutions.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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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: Virginia Grandfield

Telephone Number: 403-526-6467

Fax Number: _____

Email Address: vgrandfield@enerstarsolutions.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: 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: VS0000048626

Vendor Name : EnerStar Solutions Inc

Address : 3327

Street : PENNSYLVANIA 14

City : TROUT RUN

State : PA

Country : United States

Zip : 17771

Principal Contact : Sherri Finley

Vendor Contact Phone: 405-774-1409

Extension:

FOR INFORMATION CONTACT THE BUYER

Toby L Welch

(304) 558-8802

toby.l.welch@wv.gov

Vendor

Signature X *Rgrandfield*

FEIN# 98-0657629

DATE

Oct 19 2026 18:01 MDT

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**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	\$4,877.30	\$3,967,200.00

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 field 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	Final	LEO Satellite Internet	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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			Reason for Modification: Addendum No 1 is issued to modify the bid opening
Doc Description: Addendum No 1 - LEO Satellite Internet			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-09-28	2026-10-08 13:30	CRFQ 0231 OOT2700000007	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000048626
Vendor Name : EnerStar Solutions Inc
Address : 3327
Street : PENNSYLVANIA 14
City : TROUT RUN
State : PA **Country :** United States **Zip :** 17771
Principal Contact : Sherri Finley
Vendor Contact Phone: 405-774-1409 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X *Rgrandfield*

FEIN# 98-0657629

DATE Oct 19 2026 18:01 MDT

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

ADDITIONAL INFORMATION
Addendum No 1 is issued for the following reasons: 1) To modify the bid opening date from 09/29/2026 to 10/08/2026. ---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	\$4,877.30	\$3,967,200.00

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

Zoho Sign Document ID: 31EFDC5F-LHIQQRAG6-5B_ZGB_C9VF_RRCWC_Q5Z3_IPEP9N0COO

	Document Phase	Document Description	Page 3
OOT2700000007	Final	Addendum No 1 - LEO Satellite Internet	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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 2 - LEO Satellite Internet

Reason for Modification:

Addendum No 2 is issued to
modify the bid opening date

Proc Type: Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2026-10-06	2026-10-15 13:30	CRFQ 0231 OOT2700000007	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000048626

Vendor Name :EnerStar Solutions Inc

Address :3327

Street : PENNSYLVANIA 14

City : TROUT RUN

State : PA

Country :United States

Zip : 17771

Principal Contact : Sherri Finley

Vendor Contact Phone: 405-774-1409

Extension:

FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X *Rgrandfield*

FEIN# 98-0657629

DATE Oct 19 2026 18:01 MDT

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

ADDITIONAL INFORMATION

Addendum No 2 is issued for the following reasons:

1) To modify the bid opening date from 10/08/2026 to 10/15/2026

---no other changes---

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	\$4,877.30	\$3,967,200.00

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 field 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	Final	Addendum No 2 - LEO Satellite Internet	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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			Reason for Modification: Addendum No 3 is issued to modify the bid opening date
Doc Description: Addendum No 3 - LEO Satellite Internet			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-10-14	2026-10-22 13:30	CRFQ 0231 OOT2700000007	4

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000048626
Vendor Name : EnerStar Solutions Inc
Address : 3327
Street : PENNSYLVANIA 14
City : TROUT RUN
State : PA **Country :** United States **Zip :** 17771
Principal Contact : Sherri Finley
Vendor Contact Phone: 405-774-1409 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X *Rgrandfield*

FEIN# 98-0657629

DATE Oct 19 2026 18:01 MDT

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

ADDITIONAL INFORMATION
Addendum No 3 is issued for the following reasons: 1) To modify the bid opening date from 10/15/2026 to 10/22/2026 ---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	\$4,877.30	\$3,967,200.00

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 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

	Document Phase	Document Description	Page 3
OOT2700000007	Final	Addendum No 3 - LEO Satellite Internet	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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: VS0000048626

Vendor Name : EnerStar Solutions Inc

Address : 3327

Street : PENNSYLVANIA 14

City : TROUT RUN

State : PA

Country : United States

Zip : 17771

Principal Contact : Sherri Finley

Vendor Contact Phone: 405-774-1409

Extension:

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X *Rygrandfield*

FEIN# 98-0657629

DATE Oct 19 2026 18:01 MDT

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

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	\$4,877.30	\$3,967,200.00

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 field 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	Final	Addendum No 4 - LEO Satellite Internet	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



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			Reason for Modification: Addendum No 1 is issued to modify the bid opening
Doc Description: Addendum No 1 - LEO Satellite Internet			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-09-28	2026-10-08 13:30	CRFQ 0231 OOT2700000007	2

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000048626
Vendor Name : EnerStar Solutions Inc
Address : 3327
Street : PENNSYLVANIA 14
City : TROUT RUN
State : PA **Country :** United States **Zip :** 17771
Principal Contact : Sherri Finley
Vendor Contact Phone: 405-774-1409 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X *Rgrandfield* **FEIN#** 98-0657629 **DATE** Oct 19 2026 18:01 MDT

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

ADDITIONAL INFORMATION
Addendum No 1 is issued for the following reasons: 1) To modify the bid opening date from 09/29/2026 to 10/08/2026. ---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	\$4,877.30	\$3,967,200.00

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

SOLICITATION NUMBER: CRFQ OOT2700000007

Addendum Number: 1

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum No 1 is issued for the following reasons:

1) To modify the bid opening date from 9/29/26 to 10/08/26

—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.

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.

EnerStar Solutions Inc

Company

Rygrandfield

Authorized Signature

Oct 19 2026 18:01 MDT

Date

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

Revised 6/8/2012



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			Reason for Modification: Addendum No 2 is issued to modify the bid opening date
Doc Description: Addendum No 2 - LEO Satellite Internet			
Proc Type: Central Master Agreement			
Date Issued	Solicitation Closes	Solicitation No	Version
2026-10-06	2026-10-15 13:30	CRFQ 0231 OOT2700000007	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code: VS0000048626
Vendor Name : EnerStar Solutions Inc
Address : 3327
Street : PENNSYLVANIA 14
City : TROUT RUN
State : PA **Country :** United States **Zip :** 17771
Principal Contact : Sherri Finley
Vendor Contact Phone: 405-774-1409 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

**Vendor
Signature X**

Ryanandfield

FEIN# 98-0657629

DATE Oct 19 2026 18:01 MDT

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

ADDITIONAL INFORMATION
Addendum No 2 is issued for the following reasons: 1) To modify the bid opening date from 10/08/2026 to 10/15/2026 ---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	\$4,877.30	\$3,967,200.00

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 field 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

SOLICITATION NUMBER: CRFQ OOT2700000007

Addendum Number: 2

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

Applicable Addendum Category:

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

Description of Modification to Solicitation:

Addendum No 2 is issued for the following reasons:

1) To modify the bid opening date from 10/08/2026 to 10/15/2026

—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.

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.

EnerStar Solutions Inc

Company

Rgrandfield

Authorized Signature

Oct 19 2026 18:01 MDT

Date

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

Revised 6/8/2012



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: VS0000048626

Vendor Name : EnerStar Solutions Inc

Address : 3327

Street : PENNSYLVANIA 14

City : TROUT RUN

State : PA

Country : United States

Zip : 17771

Principal Contact : Sherri Finley

Vendor Contact Phone: 405-774-1409

Extension:

FOR INFORMATION CONTACT THE BUYER

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

Vendor Signature X *Rgrandfield*

FEIN# 98-0657629

DATE Oct 19 2026 18:01 MDT

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	\$4,877.30	\$3,967,200.00

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 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/OCONUS 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 OCONUS 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 (800) 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 00T27*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.

EnerStar Solutions Inc

Company

Rgrandfield

Authorized Signature

Oct 19 2026 18:01 MDT

Date

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

Revised 6/8/2012

