



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.

General Information

Contact

Default Values

Discount

Document Information

Clarification Request

Procurement Folder: 1994002

Procurement Type: Central Master Agreement

Vendor ID: VS0000049246

Legal Name: Liberation Management Satellite LLC

Alias/DBA: All Road Communications

Total Bid: \$5,005,600.00

Response Date: 10/22/2026

Response Time: 0:17

Responded By User ID: allroadsat

First Name: Nicole

Last Name: Garegnani

Email: admin@allroadsat.com

Phone: 619-531-0686

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: 11

Total of All Attachments: 11



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 ESR10212600000003886	1

VENDOR
VS0000049246
Liberation Management Satellite LLC

Solicitation Number: CRFQ 0231 OOT2700000007
Total Bid: 5005600
Response Date: 2026-10-22
Response Time: 00:17:51
Comments:

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

Vendor
Signature X **FEIN#** **DATE**

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

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	LEO Internet Service	1.00000	LS	5005600.000000	5005600.00

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.



April 20, 2026

■ To Whom It May Concern,

Official Representation of KVH Industries, Inc.

This letter confirms that Liberation Management Satellite LLC dba All Road Communications is an authorized KVH Industries, Inc. Product and Services Distributor representative for the following KVH Industries maritime/land products and services:

TracPhone VSAT Systems
TracVision TVRO/Satellite TV Systems
KVH Satellite Airtime, Services and Subscriptions
Starlink
OneWeb

If you require any further clarification, please feel free to contact KVH Industries.

Yours Sincerely,

A handwritten signature in black ink, appearing to read "Jim George".

Jim George
VP, Sales - Americas
KVH Industries, Inc.



KVH Industries, Inc.

Tel: +1 401.847.3327

Visit kvh.com/offices for regional headquarters
and sales locations and contact details.

STATEMENT OF INSTALLATION CERTIFICATION

CRFQ 0231 OOT2700000007 — Section 4.3.2.2

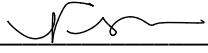
Liberation Management Satellite LLC dba All Road Communications confirms that all installation and support under this contract will be performed by technicians certified and trained on the proposed equipment (Starlink fixed and mobile terminals). Per Addendum No. 4 Q30, subcontracted installation partners satisfy this requirement; certifications listed below include partner technicians. All installations include weather-rated mounting, cable management, and verified performance testing before acceptance.

1. Technician name: Mercury Communications Certification: 2705165655 Issuer: Virginia Board for Contractors, DPOR Expires: 6/30/2028

2. Technician name: All Communications Engineering Services Certification: CSLB C-7 #1082527 Issuer: California Contractors State License Board Expires: 10/31/2027

3. Technician name: Federal Electrical Protection Certification: CSLB #746753 Issuer: California Contractors State License Board Expires: 7/31/2027

4. Technician name: KVH Industries Certification: UEI HCJET1PHKSZ1 Issuer: RI contractor registration Expires: 1/30/2028

Signed:  _____

Nicole Garegnani, Chief Executive Officer

Date: October 21, 2026

STATE/FEDERAL GOVERNMENT LEO REFERENCES

CRFQ 0231 OOT2700000007 — Section 4.3.2.3 (two entities, past 5 years)

Reference 1 — Commonwealth of Massachusetts

Contracting entity: Liberation Management Satellite LLC dba All Road Communications. Vendor Code VC0001775692.

Contract: Statewide Contract ITT84 — Cellular and Satellite Services, Devices and Equipment. RFR/Procurement ID: BD-25-1080-OSD03-OSD03-111345. Awarded in categories 3 and 4 as defined in the SWC ITT84 RFR. Contracting department: Operational Services Division (Mosaic code OSD), 1 Ashburton Place, Room 1608, Boston, MA 02108.

Value/terms: Rate Contract (no maximum obligation) — statewide contract usable by all Commonwealth departments. Term: fiscal years 2027 through 2032, contract end date June 30, 2032, with one (1) option to renew of up to three (3) additional years. Supplier Diversity Program commitment: 5% annually.

Contact: Jessica Ofurie, Department Contract Manager, Operational Services Division — Phone: (351) 201-2213 — Email: jessica.ofurie2@mass.gov

Reference 2 — City of Los Angeles

Contracting entity: Liberation Management Satellite LLC dba All Road Communications (City vendor no. 000051626).

Contract: Purchase Order OPO 46 260000301414, issued June 9, 2026 under City of Los Angeles Request for Quotation No. 260000910101 (RAMP ID 214298). Scope: Iridium Extreme satellite communications system, including 50 Iridium Extreme 9575 satellite phones, tactical kits, spare batteries, a 4-bay battery charger/conditioner, annual service plans and incoming-number service for 50 lines. Ordering department: Emergency Management Department, 500 East Temple Street, Room 130, Los Angeles, CA 90012.

Value/terms: Total PO amount \$129,525.62 (subtotal \$121,749.99 plus \$7,775.63 sales tax). Delivery date July 30, 2026. The City holds an option to purchase additional quantities at the same prices, terms and conditions through August 19, 2027. One-year product warranty on material and workmanship.

Contact: Fanny Li, Purchasing Issuer/Requestor, City of Los Angeles — Phone: (213) 978-3121 — Email: fanny.li@lacity.org

Both contracts are active and verifiable. Additional federal references (U.S. Mint, NOAA, DoD, Department of the Treasury) are available on request.

RURAL / REMOTE INSTALLATION EXPERIENCE

CRFQ 0231 OOT2700000007 — Section 4.3.2.4 (five projects; per Addendum No. 4 Q11, projects anywhere in CONUS/OCNUS qualify)

Project 1 — Southern California Edison (California)

Client: Southern California Edison, a continuous client for over 20 years. Rural/remote context: SCE field personnel and facilities operate across a 50,000-square-mile service territory, including mountainous and high fire-threat districts where terrestrial coverage is unreliable or absent. Equipment: fixed and mobile LEO satellite equipment (Starlink) and supporting satellite communications services for field operations and remote facilities.

Project 2 — Kansas Highway Patrol (Kansas)

Client: Kansas Highway Patrol (state law enforcement), Troop R — Crisis Threat Management, Topeka, KS. Rural/remote context: statewide Kansas patrol operations, including rural areas where officers operate far from terrestrial coverage. Equipment: Starlink Mini mobile LEO terminal fleet — serial-tracked units assigned to named officers, with Starlink service provisioned through All Road's authorized KVH Industries reseller channel.

Project 3 — Wellington Management Company (Massachusetts / Luxembourg — OCNUS)

Client: Wellington Management Company, Global Corporate Security (Boston, MA; international offices). Rural/remote context: business-continuity and security operations, including the firm's Luxembourg office (OCNUS, qualifying per Addendum No. 4 Q11), where the device was supported remotely by All Road with on-site staff. Equipment: Starlink satellite terminal plus Iridium satellite phones and service for the corporate security team.

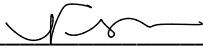
Project 4 — Commonwealth of Massachusetts, Operational Services Division (Massachusetts)

Client: Commonwealth of Massachusetts, Operational Services Division. Rural/remote context: statewide contract usable by every Commonwealth department, including rural and remote state facilities and field operations. Equipment: cellular and satellite services, devices and equipment, including LEO satellite services.

Project 5 -- Offshore Energy Operations & Remote Island Research Station, Gulf of Mexico / Florida Keys, USA

Client: Offshore Energy Operations & Remote Island Research Station, Gulf of Mexico / Florida Keys, (Deployed via KVH Industries Managed LEO Services) DEPLOYED: Fixed LEO Antenna Array

— Eutelsat OneWeb Enterprise Full Duplex LEO Panels with KVH CommBox Edge Core Managed IT Architecture. Achieved high-capacity, mission-critical broadband connectivity in extreme climate conditions subject to severe coastal weather. Delivered persistent low-latency speeds supporting real-time data streaming, vessel monitoring, and secure captive network access across multiple segregated VLANs.

Signed:  _____ Nicole Garegnani, Chief Executive Officer

Date: October 21, 2026

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.

Liberation Management Satellite LLC dba All Road Communications

Company



Authorized Signature

10/21/2026

Date

NOTE: This addendum acknowledgment 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:
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: VS0000049246
Vendor Name : Liberation Management Satellite LLC dba All Road Communications
Address : 2222
Street : 4th Ave Ste A
City : San Diego
State : California **Country :** USA **Zip :** 92101
Principal Contact : Nicole Garegnani
Vendor Contact Phone: 888-884-7623 **Extension:**

FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X

FEIN# 050508098

DATE 10/21/2026

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



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

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FOR INFORMATION CONTACT THE BUYER

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

Vendor
Signature X

FEIN# 050508098

DATE 10/21/2026

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

ADDITIONAL INFORMATION

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

INVOICE TO

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

SHIP TO

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

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

Comm Code	Manufacturer	Specification	Model #
81161700			

Extended Description:

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

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

SCHEDULE OF EVENTS

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

	Document Phase	Document Description	Page 3
OOT2700000007	Draft	LEO Satellite Internet	

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

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

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

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

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

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

All Vendors submitting a bid must attend the **mandatory** pre-bid meeting. Failure to attend the **mandatory** pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

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

Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

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

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

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

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

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

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids or modification of bids via email.

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

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

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

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

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

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

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

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

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgement Form. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

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

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

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

11. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6.2, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

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

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

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

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

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

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

16. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.7.

17. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

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

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

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

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

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

GENERAL TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

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

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

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

☒ **Term Contract**

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

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

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

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

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

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

☐ the contract will continue for _____ years;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.

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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) Nicole Garegnani CEO

(Address) 2222 4th Ave Suite A, San Diego 92101

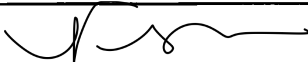
(Phone Number) / (Fax Number) (1-888-884-7623) (619-374-2976)

(email address) nicole@allroadsat.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.

Liberation Management Satellite LLC dba All Road Communications

(Company) 

(Signature of Authorized Representative)
Nicole Garegnani CEO 10/21/2026

(Printed Name and Title of Authorized Representative) (Date)
(1-888-884-7623) (619-374-2976)

(Phone Number) (Fax Number)
nicole@allroadsat.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

REQUEST FOR QUOTATION
Low Earth Orbit Satellite - Internet

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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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: Nicole Garegnani
Telephone Number: 1-888-884-7623
Fax Number: 619-374-2976
Email Address: nicole@allroadsat.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	<u>\$199.00</u>	<u>\$2388000</u>
Fixed LEO Equipment Kit (4.1.5)	Dish/antenna, modem, mounting hardware	Per Site	500	<u>\$349.00</u>	<u>\$174500</u>
Professional Installation (≤50 ft demarc) (4.1.6)	Manufacturer-certified install, weatherproofing, grounding	Per Site	500	<u>\$800.00</u>	<u>\$400000</u>
Static IPv4 WAN Address (Optional) (4.1.7)	Dedicated, publicly routable IPv4 address	Per Site / Per Month	300	<u>\$30.00</u>	<u>\$9000</u>
Demarc Extension >50 ft (Optional) (4.1.6)	Additional cabling beyond included 50 ft	Per Linear Foot	10,000	<u>\$2.25</u>	<u>\$22500</u>
Mobile LEO Service (4.2.2; 4.2.3; 4.2.4)	Typical 50/25 Mbps bandwidth, unlimited data	Per Month	6,000	<u>\$299.00</u>	<u>\$1794000</u>
Mobile LEO Equipment Kit (4.2.5)	Mobile dish/antenna + modem (if required)	Per Unit	300	<u>\$299.00</u>	<u>\$89700</u>
Mounting Hardware – Vehicle (4.2.5)	Vehicle mount	Per Unit	300	<u>\$80.00</u>	<u>\$24000</u>
Mounting Hardware – Window (4.2.5)	Window mount	Per Unit	300	<u>\$80.00</u>	<u>\$24000</u>
Mounting Hardware – Tripod (4.2.5)	Tripod mount	Per Unit	300	<u>\$119.00</u>	<u>\$35700</u>
Mounting Hardware – Pole (4.2.5)	Pole mount	Per Unit	300	<u>\$59.00</u>	<u>\$17700</u>
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	<u>\$265.00</u>	<u>\$26500</u>

*****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.

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	\$199.00	\$2,388,000.00
Fixed LEO Equipment Kit (4.1.5)	Dish/antenna, modem, mounting hardware	Per Site	500	\$349.00	\$174,500.00
Professional Installation (≤50 ft demarc) (4.1.6)	Manufacturer-certified install, weatherproofing, grounding	Per Site	500	\$800.00	\$400,000.00
Static IPv4 WAN Address (Optional) (4.1.7)	Dedicated, publicly routable IPv4 address	Per Site / Per Month	300	\$30.00	\$9,000.00
Demarc Extension >50 ft (Optional) (4.1.6)	Additional cabling beyond included 50 ft	Per Linear Foot	10,000	\$2.25	\$22,500.00
Mobile LEO Service (4.2.2; 4.2.3; 4.2.4)	Typical 50/25 Mbps bandwidth, unlimited data	Per Month	6,000	\$299.00	\$1,794,000.00
Mobile LEO Equipment Kit (4.2.5)	Mobile dish/antenna + modem (if required)	Per Unit	300	\$299.00	\$89,700.00
Mounting Hardware - Vehicle (4.2.5)	Vehicle mount	Per Unit	300	\$80.00	\$24,000.00
Mounting Hardware - Window (4.2.5)	Window mount	Per Unit	300	\$80.00	\$24,000.00
Mounting Hardware - Tripod (4.2.5)	Tripod mount	Per Unit	300	\$119.00	\$35,700.00

Mounting Hardware - Pole (4.2.5)	Pole mount	Per Unit	300	\$59.00	\$17,700.00
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	\$265.00	\$26,500.00
Grand total					\$5,005,600.00

*****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.

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) Nicole Garegnani, CEO

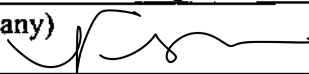
(Address) 2222 4th Ave Ste A, San Diego, CA 92101

(Phone Number) / (Fax Number) 888-884-7623 / 619-374-2976

(email address) nicole@allroadsat.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.

Liberation Management Satellite LLC dba All Road Communications
(Company) 

(Signature of Authorized Representative)
Nicole Garegnani, CEO 10/21/2026

(Printed Name and Title of Authorized Representative) (Date)
888-884-7623 / 619-374-2976

(Phone Number) (Fax Number)
nicole@allroadsat.com

(Email Address)

[Document 1] CRFQ 0231 OOT2700000007 Technical Proposal - All Road Communications

TECHNICAL & MANAGEMENT PROPOSAL

Low Earth Orbit (LEO) Satellite Internet Services

Solicitation No: CRFQ 0231 OOT2700000007

Procurement Folder: 1994002

Issuing Agency: State of West Virginia, Department of Administration, Purchasing Division / Office of Technology (WVOT)

Submission Date: October 22, 2026 (bid opening 1:30 PM ET)

SUBMITTED BY:

Liberation Management Satellite LLC dba All Road Communications

2222 Fourth Avenue, Suite A • San Diego, CA 92101

UEI: DJAHMQMHGJZ9 | CAGE Code: 4KCE3 | GSA MAS: GS-35F-0408T

Certified WBE (WBENC #WBE2200308) | Certified CA SB (#56947)

PRIMARY POINT OF CONTACT:

Nicole Garegnani, Chief Executive Officer

Phone: (619) 531-0686 | Main: 1-888-884-7623 | Email: nicole@allroadsat.com

SECTION 1: EXECUTIVE SUMMARY & VENDOR OVERVIEW

Liberation Management Satellite LLC dba All Road Communications is pleased to submit this formal proposal to the State of West Virginia Office of Technology (WVOT) for Low Earth Orbit (LEO) Satellite Internet Services under CRFQ 0231 OOT2700000007. For over two decades, All Road Communications has delivered resilient, enterprise-grade satellite and telecommunications infrastructure to utility, emergency management, and public sector organizations nationwide.

To fulfill West Virginia's requirements for reliable, high-speed LEO connectivity across fixed state facilities and mobile response assets, All Road Communications delivers an end-to-end managed service leveraging the Starlink Enterprise LEO Constellation in strategic distribution with KVH Industries (Authorized Starlink Commercial Partner).

1.1 Company Identification & Credentials

Administrative Parameter | Corporate Verification Detail

Legal Business Name | Liberation Management Satellite LLC

DBA (Doing Business As) | All Road Communications

Corporate Headquarters | 2222 Fourth Avenue, Suite A, San Diego, CA 92101

Operational Office | 1645 Stacey Ln, Ramona, CA 92065

SAM Unique Entity ID (UEI) | DJAHMQMHGJZ9

CAGE Code | 4KCE3

GSA MAS Contract | GS-35F-0408T (IT / Telecommunications Services)

NAICS Code | 517410 (Satellite Telecommunications)

Supplier Diversity Status | Certified WBE (WBENC #WBE2200308) | Certified CA SB (#56947)

1.2 Key Differentiators & Operational Commitments

Unthrottled Bandwidth Performance (SOW 4.1.2–4.1.4 & 4.2.2–4.2.4): Powered by Starlink Business Local Priority 500GB plans via KVH, delivering typical speeds of 100+ Mbps download / 25+ Mbps upload with zero routine throttling.

Static IPv4 Overlay Architecture (SOW 4.1.7): Complete compliance with state static IP requirements via a dedicated Managed Cloud Static IP Overlay Gateway, enabling inbound IPsec VPN tunnels and central data center integration.

Turnkey Installation & Support: Complete field support across West Virginia supported by regional low-voltage installation partners and 24/7/365 US-based NOC management.

Direct Supplier Diversity Credit: As a WBENC-certified WBE, All Road Communications provides 100% direct Tier-1 diversity spend credit to the State of West Virginia.

SECTION 2: MANDATORY SPECIFICATIONS & TECHNICAL COMPLIANCE MATRIX

The following compliance matrix details All Road Communications' full commitment to every mandatory technical specification outlined in Section 4 of the solicitation document.

Section | Mandatory State Requirement | All Road Communications Technical Solution | Compliance Status

4.1.1 | Fixed LEO Equipment Kit: Terminal, router, mounting hardware, and cables for stationary state facilities. | Starlink Enterprise Standard Actuated or High-Performance Terminal Kit, power supply, heavy-duty building roof/wall mount, and outdoor UV-rated cabling. | FULL COMPLIANCE

4.1.2–4.1.4 | Fixed LEO Monthly Service: Typical 100/25 Mbps bandwidth, unlimited data, no routine throttling (Years 1–3). | Starlink Business Local Priority 500GB Airtime Plan via KVH. Delivers top-tier beam priority (100–220+ Mbps down / 10–25+ Mbps up) with continuous standard connectivity post-priority data. | FULL COMPLIANCE

4.1.5 | Fixed Equipment Installation: On-site mounting, penetration sealing, cabling, alignment, and testing. | Turnkey installation by regional low-voltage technicians, including structural roof/wall mounting, penetration sealing, plenum cable runs, grounding, alignment, and verification. | FULL COMPLIANCE

4.1.7 | Static IPv4 WAN Address: Dedicated, publicly routable static IPv4 address assigned per terminal/router. Must remain persistent across reboots and handoffs. | Managed Cloud Static IP Overlay Gateway. Anchors dedicated, persistent public IPv4 blocks (/32 single IP, /30 2-usable IP, or /29 5-usable IP) directly to the site WAN interface for inbound access and IPsec VPN tunneling. | FULL COMPLIANCE

4.2.1 | Mobile LEO Equipment Kit: Terminal and hardware approved for in-motion vehicle use. | Starlink Enterprise Flat High-Performance Terminal with vehicular wedge mount, cabling pass-through, and 12V/24V power integration. | FULL COMPLIANCE

4.2.2–4.2.4 | Mobile LEO Monthly Service: Typical 50/25 Mbps bandwidth, unlimited data, mobile enabled (Years 1–3). | Starlink Business Local Priority Mobile Airtime Plan via KVH. Fully licensed for in-motion land operations up to 100 mph (160 km/h) nationwide. | FULL COMPLIANCE

4.2.5 | Mobile Equipment Installation: Professional mounting on emergency vehicles, command trailers, and mobile assets. | Turnkey vehicle installation including roof wedge mounting, weatherproof cabling pass-throughs, power integration, and operational verification. | FULL COMPLIANCE

SECTION 3: ARCHITECTURE & MANAGED STATIC IP OVERLAY

A primary mandate of SOW Section 4.1.7 is the provision of persistent, publicly routable static IPv4 addresses that allow central state data centers to perform direct inbound access, IPsec VPN tunneling, and remote management to state remote hardware.

3.1 Network Topology & Tunneling Architecture

Starlink's native satellite network operates over dynamic Carrier-Grade NAT (CGNAT) or dynamic DHCP public IPs that change during satellite beam handoffs or dish reboots. To directly solve this limitation and meet WVOT specifications, All Road Communications deploys an enterprise Managed Cloud Static IP Gateway Overlay:

Terminal Provisioning: The Starlink terminal establishes a high-speed LEO satellite transport link to the satellite constellation.

Gateway Tunneling: An encrypted, automated WireGuard tunnel is established from the site perimeter edge device directly to our regional managed cloud gateway.

Static IP Anchoring: The managed cloud gateway anchors a dedicated, persistent public IPv4 address block (/32, /30, or /29) and routes traffic directly across the tunnel to the remote state device WAN port.

Inbound Direct Reachability: Central WVOT data centers and IT personnel can initiate direct inbound management, remote telemetry, and IPsec VPN sessions straight to the assigned static public IPv4 address without relying on dynamic DNS workarounds.

3.2 Persistence & Reliability Assurance

Because the public IPv4 block is anchored at the managed cloud gateway, the public IP address remains completely persistent and static regardless of Starlink terminal reboots, satellite beam handoffs, or local network interruptions. If a satellite connection briefly resets, the tunnel automatically re-establishes, preserving the static IP endpoint.

SECTION 4: IMPLEMENTATION, SLA & SUPPORT MODEL

4.1 Implementation Schedule

Contract Execution & Kickoff (Days 1–5): Establish administrative integration, account hierarchies in the KVH portal, and confirm site delivery schedules with WVOT leads.

Equipment Staging & Asset Tagging (Days 6–12): Pre-configure, asset-tag, and test terminals at our staging facility prior to field dispatch.

Field Installation & Verification (Days 13–30): Deploy regional low-voltage technicians across West Virginia sites for mounting, alignment, cable runs, static IP overlay activation, and speed testing.

Operational Handover (Day 30): Provide WVOT admins with portal visibility, site documentation, and direct 24/7 NOC contact routes.

4.2 Operational Support & SLA Commitment

All Road Communications provides a dedicated US-based 24/7/365 Technical Assistance Center (TAC) tailored for public sector and critical infrastructure support:

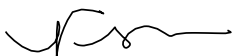
Live Helpdesk Assistance: Direct phone access to Tier-2/Tier-3 network engineers.

Rapid Equipment Replacement: Advance cross-shipment for hardware replacements in the event of hardware failures.

Portal Visibility: Real-time monitoring of terminal health, latency, signal-to-noise ratio (SNR), and obstruction maps.

SUBMITTED BY:

Liberation Management Satellite LLC dba All Road Communications



Date: October 21, 2026

Nicole Garegnani

Chief Executive Officer