



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

State of West Virginia Master Agreement

CORRECT ORDER NUMBER MUST
 APPEAR ON ALL PACKAGES, INVOICES,
 AND SHIPPING PAPERS. QUESTIONS
 CONCERNING THIS ORDER SHOULD BE
 DIRECTED TO THE DEPARTMENT
 CONTACT.

Order Date: 12-02-2022

Order Number:	CMA 0212 0212 DATATRNSP23 1	Procurement Folder:	1111127
Document Name:	Statewide Contract for Data Transport Services	Reason for Modification:	
Document Description:	Statewide Contract for Data Transport Services		
Procurement Type:	Statewide MA (Open End)		
Buyer Name:			
Telephone:			
Email:			
Shipping Method:	Best Way	Effective Start Date:	2022-12-01
Free on Board:	FOB Dest, Freight Prepaid	Effective End Date:	2025-11-30

VENDOR	DEPARTMENT CONTACT																				
Vendor Customer Code: 000000228728 LUMOS NETWORKS LLC 6205 PEACHTREE DUNWOOD RD ATLANTA GA 30328 US Vendor Contact Phone: 304-720-2191 Extension: Discount Details: <table border="1"> <thead> <tr> <th></th> <th>Discount Allowed</th> <th>Discount Percentage</th> <th>Discount Days</th> </tr> </thead> <tbody> <tr> <td>#1</td> <td>No</td> <td>0.0000</td> <td>0</td> </tr> <tr> <td>#2</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#3</td> <td>No</td> <td></td> <td></td> </tr> <tr> <td>#4</td> <td>No</td> <td></td> <td></td> </tr> </tbody> </table>		Discount Allowed	Discount Percentage	Discount Days	#1	No	0.0000	0	#2	No			#3	No			#4	No			Requestor Name: Andrew C Lore Requestor Phone: 304-352-4944 Requestor Email: andrew.c.lore@wv.gov <div style="text-align: center; font-size: 2em; font-weight: bold;">23</div> FILE LOCATION _____
	Discount Allowed	Discount Percentage	Discount Days																		
#1	No	0.0000	0																		
#2	No																				
#3	No																				
#4	No																				

INVOICE TO	SHIP TO
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US	STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER No City WV 99999 US

Total Order Amount:	Open End
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12/08/2022
 Purchasing Division's File Copy

ENTERED

PURCHASING DIVISION AUTHORIZATION
 SIGNED BY : *William M. Sheets*
 DATE: 2022-11-29
 ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
 DATE: *John S. Green*
 ELECTRONIC SIGNATURE ON FILE

ENCUMBRANCE CERTIFICATION
 DATE: *12/09/2022*
 ELECTRONIC SIGNATURE ON FILE

12/9/2022

Extended Description:

The Vendor, Lumos Networks, LLC dba Segra, agrees to enter with the State of West Virginia, into an open-end contract to provide statewide Wide Area Network (WAN) services that will be utilized by the West Virginia Office of Technology (WVOT) and other Statewide agencies, per the specifications, terms and conditions, proposal requirements, Addendum #1 issued 10/07/2022, Addendum #2 dated 10/12/2022, and Vendor's proposal (technical and cost) dated 10/13/2022 all incorporated herein by reference, and made a part of hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81161700			EA	0.000000
	Service From	Service To			

Commodity Line Description: Telecom/Data Transport Services

Extended Description:

Telecom/Data Transport Services

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 Three (3) Years. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

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

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

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

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

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

the contract will continue for _____ years;

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

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

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

Other: Contract Term specified in _____

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

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

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

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

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

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

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

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

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

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

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

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

Vendor must maintain:

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

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

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the foregoing, 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: \$3,000,000 per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the

Contract. **Pollution Insurance** in an amount of: _____ per

occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

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

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

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

_____ for _____.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

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

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

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

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

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

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

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

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

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 <http://www.state.wv.us/admin/purchase/privacy/default.html>.

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.

Revised 09/12/2022

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 heath, 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) Gregory Florence, Government Account Executive II

(Address) 1200 Greenbrier St, Charleston, WV 25311

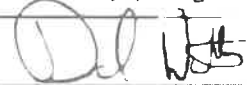
(Phone Number) / (Fax Number) Phone number: (304) 414-0411 / Fax number: N/A

(email address) Greg.Florence@segra.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.

Lumos Networks LLC d/b/a Segra

(Company) 

(Signature of Authorized Representative)

Dan Watts, Chief Operating Officer

10/11/2022

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

Phone number: (803) 888-3106 / Fax number: N/A

(Phone Number) (Fax Number)

Dan.Watts@segra.com

(Email Address)

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SECTION 4: PROJECT SPECIFICATIONS

4.1. Background and Current Operating Environment:

The State of West Virginia operates and maintains statewide networks for data, video and voice transmission that are shared between government and education entities including state agencies, higher education, K-12 schools, libraries, and county/municipal units of government.

The next-generation statewide Wide Area Network (WAN) known as Data Transport 2.0, has been designed to enable a single vendor to provide secure, flexible, reliable and cost-effective services including Ethernet WAN services and dedicated Internet access, and to enable value-added support services from the Vendor. The current WAN services contract is set to expire on June 30, 2022.

The services will be brokered and/or managed by the West Virginia Office of Technology (WVOT), where applicable. It is the State's intent that Data Transport 2.0 leverage the cost efficiencies of shared services (centralized billing, ordering, technology support, network services, and cybersecurity services).

There are approximately 1000 WAN circuits and services installed statewide under existing telecommunications contracts. The winning Vendor will be expected to provide services to existing sites and at new sites during the contract term. There is no guarantee that existing sites detailed in this RFP will require services under the new Vendor contract, since the State is continually opening and closing sites.

The Vendor will be required to work with other technology service provider(s), where necessary, for both the transition from legacy WAN services and for the installation of new WAN services defined in this RFP at various locations across the state. The State's goal is to award a contract to a single Vendor, who will leverage a variety of technology solutions and partner with other technology companies to provide the most secure, robust, reliable and comprehensive WAN solution for the State. Other technology companies may include (but are not limited to) cellular/wireless carriers, Internet Service Providers (ISPs), Wireless Internet Service Providers (WISPs), and Cable TV companies.

The contract resulting from this RFP is intended to provide a comprehensive procurement vehicle for all listed services and value-added solutions defined in this RFP. The Vendor awarded the contract will be the single responsible party for coordination and installation as well as ongoing maintenance and billing for all of their services and will include all service from the Vendor's technology subcontracting partners.

This is a re-solicitation of a previous RFP (CRFP SWC22*01) with the following modifications:

Ethernet WAN and SD-WAN speeds have been modified. Vendors must provide Ethernet WAN speeds of 5 Mbps to 40 Gbps. Vendors must provide SD-WAN speeds of 5 Mbps to 5 Gbps.

4G and 5G wireless services are more clearly defined. 4G wireless services are required across the state and 5G wireless are acceptable, when available. In all cases, 4G wireless services must be provided.

Invoicing corrections and dispute resolutions have also been updated, specifically how long the Vendor has to correct invoicing errors and acknowledging the State's dispute rights.

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4.2. **DEFINITIONS and ACRONYMS:** The terms and abbreviations listed below shall have the meanings assigned to them below.

- “AS” means Autonomous System
- “ASN” means Autonomous System Number
- “BGP” means Border Gateway Protocol
- “Contract Item” or “Contract Items” means the services defined in Section Four.
- “DDOS” means Distributed Denial of Service Attack
- “Dedicated Internet Access” (DIA) means a private connection to the Internet that is exclusively dedicated to a business or government for their use.
- “DHCP” means Dynamic Host Configuration Protocol
- “DIA” means Dedicated Internet Access
- “Distributed Denial of Service Attack” (DDOS) means a malicious attempt to disrupt the normal traffic of a targeted server, service or network by overwhelming the target or its surrounding infrastructure with a flood of Internet traffic.
- “DNS” means Domain Name Services
- “Edge Router” means a specialized router located at a network boundary that enables an internal network (LAN) to connect to external networks (WAN).
- “ESL” means Eligible Services List
- “Ethernet WAN Service” means a service delivered by network and telecom vendors that provides a high-speed connection between sites utilizing a standardized Ethernet connection.
- “ETP” means Eligible Telecommunications Provider
- “FCC” means Federal Communications Commission
- “FCDL” means Funding Commitment Decision Letter
- “Force Majeure” means an extraordinary event or circumstance beyond the control of the parties involved.
- “FRN” means Funding Request Number
- “Gbps” means Gigabits, or one billion bits per second.
- “GETS” means Government Emergency Telecommunications Service
- “IEEE” means Institute of Electrical and Electronic Engineers
- “ILEC” means Incumbent Local Exchange Carrier
- “IPv4” means Internet Protocol Version 4
- “IPv6” means Internet Protocol Version 6
- “LAN” means a Local Area Network (LAN) that connects network devices over a relatively short distance. A networked office building, school, or home usually contains a single LAN, though sometimes one building will contain a few small LANs.
- “LCP” means Lowest Corresponding Price
- “Mbps” means Megabits, or one million bits per second.
- “MTTR” means Mean Time To Repair
- “Non-Recurring” means one-time or installation costs for service, in the Pricing Section.
- “PIA” means Program Integrity Assurance

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- **“Point of Presence (PoP)”** means a point of presence that is an access point to a carrier's network at a building or facility. It may be housed either in the facilities of a telecommunications provider (building entrance or closet) or a location separate from the telecommunications provider (extended PoP).
- **“Postalized”** means rates or prices that are structured so that they are not distance or location sensitive but are dependent on other factors such as type of service, speed of service, etc.
- **“Pricing Section”** means the pricing evaluation sheets where the types and quantities of services are identified. The Vendor should provide pricing per type of transport.
- **“Quality of Service” (QoS)** means a set of technologies that work on a network to guarantee its ability to dependably run high-priority applications and traffic under limited network capacity. QoS technologies accomplish this by providing differentiated handling and capacity allocation to specific flows in network traffic.
- **“Recurring”** means monthly recurring costs for solicited services, per the Pricing Section
- **“SD-WAN”** means Software Defined Wide Area Network
- **“SLD”** means Schools and Libraries Division
- **“SLA”** means Service Level Agreement
- **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
- **“Special Construction”** means when there are no existing telecommunications facilities to fulfill the need for a new service installation to a physical location and new physical network facilities will need to be built to accommodate the new services requested or to accommodate new service requirements.
- **“SPIN”** means Service Provider Identification Number
- **“TCR”** means Telecommunications Request Form
- **“TSP”** means Telecommunications Service Priority
- **“USAC”** means Universal Service Administrative Company
- **“USF”** means Universal Service Fund
- **“Vendor Response Sheet”** means the information sheet where the Vendor provides details about its company and provides references that match the services being proposed within this solicitation.
- **“VLAN”** means Virtual Local Area Network
- **“VOIP”** means Voice Over Internet Protocol
- **“VPN”** means Virtual Private Network
- **“WAN”** means Wide Area Network, a computer network that covers a large geographical area. WAN includes the technologies to transmit data, image, audio and video information over long distances and among different LANs.
- **“Wireless 4G/5G service”** means a cellular wireless broadband communication service leveraging 4G (4th generation) or 5G (5th Generation) protocols and equipment.
- **“Wireless Bandwidth Throttling”** means that a cellular wireless carrier artificially limits the bandwidth availability for their service
- **“WVOT”** means West Virginia Office of Technology
- **“WVDA”** means West Virginia Department of Administration
- **“WVDE”** means West Virginia Department of Education
- **“WVLC”** means West Virginia Library Commission

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4.3. Project Desirables and Goals, and Mandatory Requirements:

The State of West Virginia's goal is to award a contract to a single Vendor, who will leverage a variety of technology solutions and partner with other technology companies when required to provide the most secure, robust, reliable, and comprehensive WAN and Dedicated Internet Access services for the State.

Vendor should describe its approach and methodology to providing their services by addressing the mandatory requirements as well as the goals and objectives identified below. Mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate.

Vendor's response should include any information about how the proposed approach is superior to other possible approaches as well as identify areas where the proposed solution exceeds the project expectations.

The State has divided this RFP into four major parts, each with their own mandatory requirements and goals and objectives.

- Part 1: Technology Service and Solution for Ethernet WAN, DIA and 4G/5G Services
- Part 2: Ethernet WAN Service Migration Approach
- Part 3: Service and Support for WAN and DIA and 4G/5G Services
- Part 4: Security for WAN and DIA Services

4.3.1. Goals and Objectives

4.3.1.1. Part 1: Technology Service and Solution for Ethernet WAN, DIA and 4G/5G Services

4.3.1.1.1. Ethernet WAN Service

4.3.1.1.1.1. The State desires that the Vendor have an online performance management and support portal that, at a minimum, the State can use to enter and track new trouble tickets, review pending trouble tickets and the performance statistics of installed services. The State desires that the Vendor have an online performance management and support portal that at minimum the State can use to enter and track new trouble tickets, review pending trouble tickets and the performance statistics of installed services. Please describe your solution's ability to provide an online portal for Ethernet WAN services that meets or exceeds this goal.

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4.3.1.1.1.2. The State desires that the Vendor provide Ethernet WAN services that utilize SD-WAN overlay services as defined in the Metro Ethernet Forum (MEF) 3.0 standards. <https://www.mef.net/service-standards/overlay-services/sd-wan/>. Please describe your company's ability to meet this goal.

4.3.1.1.2. Dedicated Internet Access Service (DIA)

4.3.1.1.2.1. The State desires that the Vendor have an online performance management and support portal that, at a minimum, the State can use to enter and track new trouble tickets, review pending trouble tickets and the performance statistics of installed services. Please describe your solution's ability to provide an online portal for DIA services that meets or exceeds this goal.

4.3.1.1.3. 4G/5G Wireless Service

4.3.1.1.3.1. State desires a single bill from Vendor that includes wireless service as well as Ethernet WAN and DIA services. Please describe your solution's ability to provide an integrated services bill that meets or exceeds this goal.

4.3.1.2. Part 2: Vendor Ethernet WAN Services Migration Plan

4.3.1.2.1. The State desires a finalized and agreed upon an Operations Plan within sixty (60) calendar days of contract effective date for the management, support, and maintenance of the State's current WAN infrastructure. Please describe your company's ability to deliver the finalized Operations Plan to the State within sixty (60) calendar days of contract effective date with scheduling the appropriate meetings, making changes after State input, and meeting deadlines.

4.3.1.2.2. The State desires all sites listed in Exhibit B be migrated to vendor Ethernet WAN service within 365 calendar days from contract effective date. The State reserves the right to reprioritize this list as necessary. Please describe your company's plan to accomplish these migrations. Please describe your company's ability to migrate all sites listed in Exhibit B within 365 calendar days from contract effective date.

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4.3.1.3. Part 3: Service and Support for WAN and DIA and 4G/5G Services

4.3.1.3.1. If the Vendor's work requires them to be at a State site, the Vendor should provide Agency at least 72 hours' notice before arriving at the site and comply with State law and all Agency policies, including but not limited to background checks for contractors, vendors, and visitors. Please describe your approach and methodology in your solution/response.

4.3.1.3.2. Vendor should describe their company's ability to hold regular meetings on each of these topics, as well as their company's implementation plans for starting these discussions:

4.3.1.3.2.1. Architecture and Design

4.3.1.3.2.2. Implementation

4.3.1.3.2.3. Ordering and Billing

4.3.1.3.2.4. Service and Support

4.3.1.3.2.5. Project Management

4.3.1.3.3. The State desires a service order tracking web portal, including real-time updates for new and pending service orders. The State desires details including the following data elements:

4.3.1.3.3.1. Telecommunications Change Request (TCR) Form Number

4.3.1.3.3.2. Date order was received

4.3.1.3.3.3. Department/Agency Name where service is being installed

4.3.1.3.3.4. Department/Agency where service is being installed address

4.3.1.3.3.5. Projected due date

4.3.1.3.3.6. Rate element identifier (circuit ID or other)

4.3.1.3.3.7. Additional order details

The State will place orders, disconnects, and changes through its established TCR process; however, the State desires this portal to provide more transparency and faster updates without the need to contact the Vendor. Please describe your company's ability to provide this portal, as well as any requirements from the State needed to implement such a program.

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- 4.3.1.3.4.** Vendor should contact the State’s engineering points of contact by phone within thirty (30) minutes of a vendor network outage that affects multiple sites on the State’s network. This verbal notification should be followed with a written report that provides an explanation of the problem, the cause of the problem, the solution to the problem, the estimated time for recovery, and the steps taken or to be taken to prevent a recurrence. The Vendor should provide onsite staff to the location, as necessary, within twelve (12) hours of the outage. To that end, please describe your company’s notification procedures in the case of an outage.
- 4.3.1.3.5.** Vendor should provide written notification of ten (10) business days or more in advance of any planned upgrades, modifications, etc. that may affect the State’s customers to the State’s engineering points of contact. Please describe your company’s notification process for planned maintenance.
- 4.3.1.3.6.** Vendor should provide notification of three (3) business days or more in advance of emergency maintenance. While the State understands emergency outages and/or unplanned maintenance windows occur, it is expected that these situations are kept to a minimum. Please describe your company’s notification process for emergency maintenance and outages.
- 4.3.1.3.7.** The Vendor’s solution should include a documented support and escalation structure to address outages. The State prefers the severity of the issue/support problem to determine the average problem resolution response time, as outlined below:

 - 4.3.1.3.7.1.** Severity Level 1 is defined as an urgent situation, where the customer’s services are unavailable, and the customer is unable to use/access the network. The Vendor should resolve Severity Level 1 problems as quickly as possible, which on average should not exceed two (2) business hours. If repair inside the 2-hour window is not feasible, then regular 1-hour updates are desired.
 - 4.3.1.3.7.2.** Severity Level 2 is defined as significant outages and/or repeated failures resulting in limited effective use by the customer. The service may operate but is severely restricted (i.e., slow response, intermittent but repeated inaccessibility, etc.). The Vendor should resolve Severity Level 2

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problems as quickly as possible, which on average should not exceed four (4) business hours. If repair inside the 4-hour window is not feasible, then regular 2-hour updates are desired.

4.3.1.3.7.3. Severity Level 3 is defined as a minor problem that exists with the service, but most of the functions are still usable, and some circumvention may be required to provide service. The Vendor should resolve Severity Level 3 problems as quickly as possible, which on average should not exceed ten (10) business hours. If repair inside the 10-hour window is not feasible, then updates are desired at the start of the next business day and every day thereafter until repairs are complete.

4.3.1.3.8. The Vendor's network operation support center should provide: all tiers of support, advanced technical expertise, be staffed with resources that are proficient in spoken and written English, maintain and take responsibility for trouble tickets reported by the State until resolved, and provide a tiered support escalation process. Please describe your network operation support center's structure, processes, and procedures for handling trouble tickets, resolving those tickets, and reporting back to the State's point of contacts.

4.3.1.4. Part 4: Security for WAN and DIA Services

4.3.1.4.1. The Vendor should support customer evaluation of security incidents and also compliance verification evaluations, as deemed necessary by the customer.

4.3.1.4.2. The Vendor should have an established and documented policy governing personnel security to include the validation of employee trustworthiness.

4.3.1.4.3. The Vendor should describe its company's cyber security and privacy management program including an overview of the governance structure, cyber security strategy, and the experience of personnel in key security and privacy roles.

4.3.2. Mandatory Requirements

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4.3.2.1. Part 1: Technology Service and Solution for Ethernet WAN, DIA and 4G/5G Services

4.3.2.1.1. Ethernet WAN Service

- 4.3.2.1.1.1.** The Vendor must provide Ethernet WAN services that will terminate into existing State network equipment.
- 4.3.2.1.1.2.** The State requires the Vendor to provide standard Ethernet interface options to include 10/100/1000 and 4G/5G.
- 4.3.2.1.1.3.** Vendor must propose service options that range between 5Mbps through 40Gbps for standard Ethernet service and 5Mbps through 5Gbps for SD-WAN enabled service.
- 4.3.2.1.1.4.** The Vendor will be responsible for all service continuity associated with their WAN service, whether issues are within the Vendor's networks, alternative local-loop vendors, 4G/5G vendors, WISPS, Cable TV vendors or other technology vendors engaged to provide WAN services to the State. The Vendor must be able to coordinate, test and troubleshoot the service continuity and integrity end-to-end.
- 4.3.2.1.1.5.** The Vendor must provide services capable of supporting dynamic routing and sharing routes between autonomous systems (AS) on provider networks as well as other public and private networks.

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4.3.2.1.1.6. The proposed WAN services must support the transport of existing applications and services currently being utilized by the State of West Virginia. The Vendor proposed solution must allow existing or future 3rd party applications and services (example: Google Cloud, AWS, Azure) to be accessed or to function in a robust, secure, and reliable manner from the vendors core network. Some existing applications and services include, but are not limited to:

- 4.3.2.1.1.6.1.** Unified Communication services including VOIP and Video
- 4.3.2.1.1.6.2.** Commodity Internet access
- 4.3.2.1.1.6.3.** Internet 2 access
- 4.3.2.1.1.6.4.** High Volume Database transmissions
- 4.3.2.1.1.6.5.** Desktop Virtualization
- 4.3.2.1.1.6.6.** Server Synchronization
- 4.3.2.1.1.6.7.** Network Monitoring (not an application)
- 4.3.2.1.1.6.8.** Security Monitoring (not an application)
- 4.3.2.1.1.6.9.** Content Filtering (not an application)
- 4.3.2.1.1.6.10.** Virtual Private Networking
- 4.3.2.1.1.6.11.** Cloud hosted platforms like the Google Workspace for Business

4.3.2.1.2. Dedicated Internet Access

4.3.2.1.2.1. Vendor must provide dedicated DIA services purchased from the State demarcation point to the Internet backbone.

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4.3.2.1.2.2. Vendor must provide DIA Service Level Agreements (SLAs) that meet or exceed the following service categories and associated benchmarks:

4.3.2.1.2.2.1.Service Availability: Vendor DIA Service will be available 99.999% of the time.

4.3.2.1.2.2.2.Denial of Service: Vendor must respond to Denial of Service attacks reported by State within 15 minutes of State opening a trouble ticket.

4.3.2.1.2.2.3.Latency: Vendor service must provide for average round-trip transmissions of 45 milliseconds or less between their regional core backbone routers and the State designated core routers.

4.3.2.1.2.2.4.Network Packet Delivery: Vendor service must provide for a monthly packet delivery of 99.5% or greater between Vendor designated regional core backbone routers and the State designated core routers.

4.3.2.1.2.3. Vendor must supply IP address blocks up to and including a full Class-C block.

4.3.2.1.2.4. Vendor must provide bandwidth pricing for the following levels of Service:

4.3.2.1.2.4.1.	50mbps
4.3.2.1.2.4.2.	100mbps
4.3.2.1.2.4.3.	500mbps
4.3.2.1.2.4.4.	1Gbps
4.3.2.1.2.4.5.	2Gbps
4.3.2.1.2.4.6.	5Gbps
4.3.2.1.2.4.7.	10Gbps
4.3.2.1.2.4.8.	25Gbps
4.3.2.1.2.4.9.	40Gbps

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4.3.2.1.3. E-Rate

The Universal Service Fund (USF) was established as the result of the Telecommunications Act of 1996, when Congress directed the Federal Communications Commission (FCC) to “establish competitively neutral rules to enhance, to the extent technically feasible and economically reasonable, access to advanced telecommunication and information services for all public and non-profit elementary and secondary school classrooms and libraries.” The FCC then empowered the Universal Service Administrative Company (USAC) to administer the program. A division within USAC, later to become known as the Schools and Libraries Division (SLD), now administers the approximate \$4.9 billion (annual) program known as E-Rate. Schools and libraries must apply for eligible services from eligible service providers every year. The eligible services fall into the following categories:

**4.3.2.1.3.1. Category 1: Telecommunications,
Telecommunications Services & Internet Access**

**4.3.2.1.3.2. Category 2: LAN and WLAN Internal Connections
& Basic Maintenance of Internal Connections**

4.3.2.1.3.3. General E-Rate Requirements

4.3.2.1.3.3.1. The Vendor must comply with the requirements of the Universal Service Fund (USF) program. E-Rate eligible entities utilizing the contract(s) resulting from this solicitation reserve the right to proceed with orders prior to receiving any funding commitments from the USF. They also reserve the right to proceed or not to proceed regardless of the outcome of USF funding commitments.

4.3.2.1.3.3.2. All services and products requested within this solicitation will be made available to schools, RESAs, consortia, and libraries statewide and therefore must meet all E-Rate guidelines for eligible services and products, service providers, and contracts.

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- 4.3.2.1.3.3.3.** The Vendor must prove eligibility for E-Rate by providing its Service Provider Identification Number (SPIN).
- 4.3.2.1.3.3.4.** The Vendor must meet all required participation guidelines.
- 4.3.2.1.3.3.5.** The Vendor must provide eligible entities the “Lowest Corresponding Price” (LCP) for services (refer to FCC 47 CFR § 54.500(f) and 47 CFR § 54.511(b)).
- 4.3.2.1.3.3.6.** Service providers shall offer schools and libraries services at the lowest corresponding prices throughout its geographic service areas that include all non-residential customer offerings that are similarly situated to a school or library. The “geographic service area” shall be the area in which a service provider Vendor is seeking to serve customers with any of its E-Rate services.
- 4.3.2.1.3.3.7.** The FCC will only permit service providers to offer schools and libraries prices above prices charged to other similarly situated customers when those Vendors can show that they face demonstrably and significantly higher costs to serve the school or library seeking service. Factors that could affect the cost of service include volume, mileage from facility, and length of contract.
- 4.3.2.1.3.3.8.** Vendor must operate within Rule 47 CFR § 54.511(b) which states that the provider of eligible services shall not charge schools, school districts, libraries, library consortia, or consortia including any of these entities a price above the Lowest

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Corresponding Price (LCP) for supported services, unless the FCC, with respect to interstate services or the state commission with respect to intrastate services, finds that the Lowest Corresponding Price is not compensatory.

4.3.2.1.3.3.9. The Vendor, regardless of the size of the company, must provide LCP for a school or library. A service provider's obligation to provide the LCP shall not be tied to a response to an FCC Form 470 or this solicitation and should carry over throughout the billing life of the contract, as well.

4.3.2.1.3.3.10. The Vendor must agree to abide by all E-Rate rules, regulations, and limitations as described by FCC, USAC, and SLD. For a complete program overview, the Vendor can visit the following link:
<http://www.universalservice.org/SL/default.aspx>.

4.3.2.1.3.3.11. Successful Vendor of telecommunication services must meet certain qualifications to be eligible to provide the services and receive USAC reimbursement.

4.3.2.1.3.3.12. Must contribute to the Universal Service Fund

4.3.2.1.3.3.13. Must provide telecommunications services on a common carrier basis

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4.3.2.1.3.3.14. Must file an FCC Form 498, Service Provider Information Form and obtain a Service Provider Identification Number (SPIN), providing that number as part of this bid response, and an FCC Registration number tied to their IEN tax ID number

4.3.2.1.3.3.15. Must file an FCC Form 473, Service Provider Annual Certification Form, on an annual basis

4.3.2.1.3.3.16. Must file an FCC Form 499-A, Annual Telecommunications Reporting Worksheet, on an annual basis.

4.3.2.1.3.3.17. Must complete the FCC Forms 949-A/Q (Annual and Quarterly Telecommunications Reporting Worksheets) and receive a Filer ID. The FCC Forms 499-A/Q Filer ID will be tied to your SPIN. Certain service providers are not required to file or complete all items on an FCC Forms 499-A/Q, either because the company has a de minimis status or meets one of the exceptions noted in the "Filing Requirements and General Instructions" section of the instructions on the Contributors Forms page.

4.3.2.1.3.3.18. You can refer to the Service Providers section or the Contributors section of the USAC website for more detailed information on these forms and instructions.

4.3.2.1.3.3.19. The Vendor must work with the applicant to ensure that all services for which E-Rate discounts are being requested under the contracts resulting from this solicitation, are

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indeed eligible services as described in the Eligible Services List (ESL) which can be found at the link provided below:
<http://www.universalservice.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>

- 4.3.2.1.3.3.20.** Prior to the contract award, the Vendor must specify the name, phone number, fax number, and e-mail address of the person responsible for E-Rate within the Vendor’s company. The Vendor must provide updated information should that contact information change, and must do so within 7 days of the change.
- 4.3.2.1.3.3.21.** The Red Light Rule states that the FCC shall withhold action on any request for benefits made by any applicant or service provider that is delinquent in its non-tax debts owed to the FCC. USAC shall dismiss any outstanding requests for funding if a service provider (or applicant) has not paid the outstanding debt, or made otherwise satisfactory arrangements, within 30 days of being notified
- 4.3.2.1.3.3.22.** The result of a Red Light could be that all payments are stopped on all Funding Request Numbers (FRN) for that service provider (or applicant) and no invoices will be paid.
- 4.3.2.1.3.3.23.** The Vendor must agree to notify the State of West Virginia, WVDE and WVLC within 24 hours in the event the Vendor/Service Provider has been subjected to the “Red Light Rule”.

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4.3.2.1.3.3.24. In the event of an E-Rate audit or Program Integrity Assurance (PIA) review, the Vendor must respond within 3 calendar days for 7 day deadline reviews and 7 calendar days for 15 day deadline reviews to any and all questions associated with its contracts, proposals, or processes.

4.3.2.1.3.3.25. The Vendor must maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, and other data relating to the Vendor's services to the eligible entities in the State of West Virginia. All such records must be retained for ten (10) years after last date of service or whatever retention period is required by the rules in effect at the time that services are delivered and shall be subject to inspection and audit by the customer.

4.3.2.1.3.3.26. The Vendor must have an internal audit process in place to ensure compliance with E-Rate program rules and regulations.

4.3.2.1.3.3.27. If requested by an applicant, service providers must use the Service Provider Invoice (SPI) method for invoicing the applicant. It is understood that should a provider extend this service to an applicant, that the applicant will be responsible for the discounted portion of those invoices should E-Rate funding be denied; however, applicants will not be responsible for any discounted portion that is the direct result of negligence or error in the SPI invoicing process on the part of the service provider.

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4.3.2.1.3.3.28. The Vendor must commit to work with the E-rate eligible entities using the resulting contract regarding E-rate discounts and billing.

4.3.2.1.4. 4G and 5G Wireless Service

4.3.2.1.4.1. As part of its WAN solution, Vendor must provide 4G wireless services across the state. Further, 5G wireless service is also acceptable if it is available in the area. In all cases, 4G wireless services must be provided.

4.3.2.1.4.2. Upon request from the State, wireless services will be installed at locations where wireless service is available and satisfies the location bandwidth requirements. The state plans to utilize wireless services as a full time or interim WAN service, or to provide back-up/redundant service for a site's Ethernet WAN service.

4.3.2.1.4.3. Vendor will be responsible for coordination of the installation and ongoing management of the wireless service.

4.3.2.1.4.4. State requires that both 4G and 5G wireless service options include unlimited data.

4.3.2.1.4.5. Throttling of wireless services data is strictly and wholly prohibited.

4.3.2.2. Part 2: Vendor Ethernet WAN Services Migration Plan

4.3.2.2.1. The Vendor must provide a detailed project plan and Project Manager for transitioning the legacy installed WAN services to its Ethernet WAN services.

4.3.2.2.2. Vendor project plan must include details on how it will coordinate service migrations with WVOT and include details for their plan to mitigate any gaps in service (interruption of service).

4.3.2.2.3. Vendor must coordinate new services acceptance and billing for new services with WVOT in a manner that eliminates any duplicate billing between legacy services and new Vendor services.

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4.3.2.2.4. Vendor must assign an experienced and skilled Project Manager who will provide a high-level project management plan including key components such as a project charter, issue tracking, statements of work (SOW), work breakdown structures (WBS), implementation schedules, etc. in accordance with the Project Management Body of Knowledge (PMBOK) or other industry standard project management methodology stated in West Virginia State Code (§5A-6-4b). The link can be found at:
<http://www.legis.state.wv.us/WVCODE/Code.cfm?chap=05a&art=6#06>

4.3.2.2.5. The project management plan must be submitted and approved by the WVOT Project Management Office (PMO) prior to engaging the first agency for Ethernet WAN services implementation.

4.3.2.2.6. The successful Vendor's Project Manager must track and report (via written status reports) the following: schedule, scope, budget, issues, risks, specified performance indicators, and other metrics determined appropriate throughout the project and each site implementation.

4.3.2.3. Part 3: Service and Support for WAN and DIA and 4G/5G Services

4.3.2.3.1. Vendor must provide a network operation support center(s) for all tiers of support that is available 24x7x365 and is accessible via a toll-free number.

4.3.2.3.2. Vendor must work with the WVOT using the established Telecommunications Change Request (TCR) procedures for ordering and implementing these telecommunications services.

4.3.2.3.3. For auditing, billing, and support purposes, the State requires any service with an associated rate to be identified on its monthly bill. As such, the State must be provided, at a minimum, the following:

4.3.2.3.3.1. Billing Month

4.3.2.3.3.2. Billed Entity Name

4.3.2.3.3.3. Customer Name/Account (if different from billed entity)

4.3.2.3.3.4. Service Location

4.3.2.3.3.5. Service Period

4.3.2.3.3.6. Circuit or Service ID

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- 4.3.2.3.3.7.** Price Sheet Billing Component (Ex. Ethernet WAN 10MB)
 - 4.3.2.3.3.8.** Itemized Cost for Individual Billing Components
 - 4.3.2.3.3.9.** Itemized Cost for Any One-Time or Non-Recurring Charges
 - 4.3.2.3.3.10.** Itemized Cost for Any Surcharges and Total Cost
 - 4.3.2.3.3.11.** The cost identified in the bill must match the contract rates for the specified services.
- 4.3.2.3.4.** The Vendor must provide the State’s monthly bill in an editable format such as Excel and/or csv, and the State must be able to open the file in Google Sheets without the need for modifications. The Vendor’s bill must be received within ten (10) business days from the end of the billing cycle. The Vendor should provide a copy of their bill as part of their response.
- 4.3.2.3.5.** The Vendor must invoice on a consistent monthly billing cycle across all services. Services installed or disconnected for a partial month must be prorated based on the date the service is accepted by the State or by the disconnect due date on the TCR. For new services, the Vendor must not bill the State until the State has accepted the services as functional. The Vendor shall not bill the State for services after the disconnect due date listed on the submitted TCR.
- 4.3.2.3.6.** If a billing error is discovered by the State, the State shall notify the Vendor, in writing, of the errors and the errors should be corrected prior to the next billing cycle, but must be corrected within two (2) billing cycles.
- 4.3.2.3.7.** Vendor billing errors must be credited back to the State from the effective date of the error. The State reserves the right to withhold payment, in part or in full, until credit is received. Additionally, the Vendor must acknowledge and accept that the State cannot unilaterally waive any of its dispute rights.
- 4.3.2.3.8.** If the Vendor has multiple contracts with the State of West Virginia, the Vendor must provide separate billing for each contract.
- 4.3.2.3.9.** The Vendor must provide and update a weekly status report using the provided TCR log and agree to meetings to discuss as needed.
- 4.3.2.3.10.** All unplanned service outages at the individual circuit level must be fully resolved within 24 hours. For each day beyond the initial 24-hour outage that an individual service is not fully functional, one day of credit will be applied to the State’s bill. Credit shall be received starting at Hour 25 and no partial-day credits will be accepted. Service credit will be defined as monthly service cost divided by the number of days in

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that month. Service outage credits must not be averaged across all State installed services. Service outage credits must be applied against the individual site/service where the outage occurred.

- 4.3.2.3.11.** The State requires an Account team (including Account Support Representative, Technical Support Representative, Solution Implementation Support Representative, Contract Manager, Billing Support Representative, Security/Compliance Specialist, and Project Manager) for the winning solution and life of the contract. Vendor must describe in detail the responsibilities of key roles and staff's experience in working in these roles. The State reserves the right to request, and the Vendor must provide a new employee for any reason.
- 4.3.2.3.12.** The Vendor's bill must show E-rate discounts per Funding Request Number (FRN) on the bill for E-rate eligible entities.
- 4.3.2.3.13.** The State expects full, complete, and timely cooperation in disentangling the relationship in the event that the Agreement expires or terminates for any reason. In the event of expiration or termination, the State expects that the Vendor shall, among other things: return all State data and documentation to the State, including but not limited to configuration information; transfer ownership of all leased equipment at no cost to the State (other than the payments already received by the Vendor under the Agreement); and, allow the State or the replacement provider(s) continued access to all billing, ordering, and trouble ticketing systems, and processes that have been employed in servicing the State, in accordance with methods and procedures to be agreed upon and established in the Agreement. Please acknowledge your acceptance of this.
- 4.3.2.3.14.** If, as part of its proposal, the Vendor submits appendices or other supplemental materials, the Vendor must denote specifically in those materials where the relevant information is located.
- 4.3.2.3.15.** The Vendor's installation services must include all required products and services needed to install a functional service. This includes planning/engineering, termination, cross-connects, splices, terminating hardware setup, programming, mounting, and related documentation.
- 4.3.2.3.16.** The Vendor must be capable of extending the service to the required termination location beyond the minimum point of entry. The additional cost for the extension of service must be provided in the Pricing Section.

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- 4.3.2.3.17.** The Vendor must clearly label demarcation points with the site-specific service identification information, including demarcation extensions to the location of customer equipment where applicable, along with the identification of whether the Vendor or subcontractor will be providing the extension.
- 4.3.2.3.18.** The Vendor must comply with all applicable codes, licenses, certifications, and standards in the State of West Virginia as it relates to the proposed installation services.
- 4.3.2.3.19.** The Vendor must perform adequate testing after installation services are performed to ensure services are operating properly when turned up for the customer. The Vendor may be required to provide documentation of test results if so requested.
- 4.3.2.3.20.** The Vendor must agree to the following installation timelines:
 - 4.3.2.3.20.1.** Forty-five days (45) where no special construction is required.
 - 4.3.2.3.20.1.1.** For each day beyond the forty-five (45) day installation intervals defined or agreed to above, where the new service is not installed within the installation timelines, liquidated damages of \$500 per day will be assessed at the State's discretion.
 - 4.3.2.3.20.1.2.** Where special construction is required, Vendor must provide an installation timeline which must be approved by the state.
- 4.3.2.3.21.** The Vendor must provide a cost associated with expediting a service installation request on the Cost Sheet.
 - 4.3.2.3.21.1.** The vendor will refund in full service expedite fee should agree upon expedite date not being met.
- 4.3.2.3.22.** The State will only pay special construction costs for new or legacy sites if other options (e.g.: 4G/5G wireless or other service provider facilities) are not available or if increased State bandwidth requirements cannot be met by existing telecommunication carrier facilities at the location. Special construction shall be approved at the State's discretion.

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4.3.2.3.23. The Vendor must provide the following two value-added installation and managed service options.

4.3.2.3.23.1. Leased Router:

4.3.2.3.23.1.1. Vendor provided edge router (Cisco or equal) will be leased by the state and must support access speed of service.

4.3.2.3.23.1.2. Vendor retains ownership of the Router and is responsible for all licensing fees and maintenance costs.

4.3.2.3.23.1.3. Vendor must replace/upgrade the Router within 24-months following the Cisco End of Support notification in order to maintain support and software update eligibility.

4.3.2.3.23.1.4. Vendor is required to provide replacement router upon failure within 8x5xNext Business Day.

4.3.2.3.23.1.5. Vendor must replace/upgrade Router as requested by the State to support increased bandwidth demands and provide adequate throughput.

4.3.2.3.23.1.6. WVOT retains management responsibility of the Router including configuration, installation, and monitoring.

4.3.2.3.23.2. Managed Internet Service

4.3.2.3.23.2.1. Vendor provides a bundled rate for managed services inclusive of the following:

4.3.2.3.23.2.1.1. Circuit, Edge router and Internet access

4.3.2.3.23.2.1.2. Installation and ongoing support for bundled service

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4.3.2.3.23.2.2. Vendor retains ownership of the Router and is responsible for all licensing fees and maintenance costs.

4.3.2.3.23.2.3. Vendor must replace/upgrade the Router within 24-months following the Cisco End of Support notification in order to maintain support and software update eligibility.

4.3.2.3.23.2.4. Vendor is required to provide replacement router upon failure within 8x5xNext Business Day.

4.3.2.3.23.2.5. Vendor must replace/upgrade Router as requested by the State to support increased bandwidth demands and provide adequate throughput.

4.3.2.4. Part 4: Security for WAN and DIA Services

4.3.2.4.1. The Vendor will be responsible for the physical and cyber security of the network infrastructure that provides services to the State.

4.3.2.4.2. The Vendor will be responsible for resolving all security vulnerabilities that may affect equipment or transmission services provided to the customer.

4.3.2.4.3. The Vendor's policies, services, processes, or employees cannot create conflicts with the State's standard security policy requirements. In the event of a standard security policy conflict, the State's policy will prevail. (Policies available at <http://www.technology.wv.gov>)

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4.4. Qualifications and Experience: Vendor should provide information and documentation regarding its qualifications and experience in providing services similar to those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives were and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

4.4.1. Qualification and Experience Information: Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

4.4.1.1. Vendor should provide three (3) examples demonstrating at least three (3) years of experience in providing state-wide or region-wide Ethernet Wan Services of a similar size and scope as this project, with at least one example being a public entity. Vendor should provide a summarization of each project including goals and objectives, total number of circuits deployed, length of time deployment took, if still in service, and reference for each example.

4.4.1.2. The State desires an Account Team (including Account Support Representative, Technical Support Representative, Solution Implementation Support Representative, Contract Manager, Billing Support Representative, Security/Compliance Specialist, and Project Manager) for the winning solution and life of the contract. Vendor should describe in detail the responsibilities of key roles and staff's experience in working in these roles.

4.4.1.3. Vendor should describe their experience and provide an overview of their incident management process and cyber threat intelligence sharing process for incidents associated with the vendor provided solution.

4.5. Oral Presentations (Agency Option): The Agency has the option of requiring oral presentations of all Vendors participating in the RFP process. If this option is exercised, points will be allocated in Section 6.2 below at the time the RFP is issued, or via addendum prior to technical bid opening. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information.

4.5.1. The State is not requiring oral presentations as part of this RFP.

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SECTION 5: VENDOR PROPOSAL

5. Economy of Preparation: Proposals should be prepared simply and economically providing a concise description of the items requested in Section 4. Emphasis should be placed on completeness and clarity of the content.
 - 5.1. Incurring Cost: Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.
 - 5.2. Proposal Format: Vendors should provide responses in the format listed below:
 - 5.2.1. Two-Part Submission: Vendors must submit proposals in two distinct parts: technical and cost. **Technical proposals must not contain any cost information** relating to the project. Cost proposal must contain all cost information and must be sealed in a separate envelope from the technical proposal to facilitate a secondary cost proposal opening.
 - 5.2.2. Title Page: State the RFP subject, number, Vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.
 - 5.2.3. Table of Contents: Clearly identify the material by section and page number.
 - 5.2.4. Response Reference: Vendor's response should clearly reference how the information provided applies to the RFP request. For example, listing the RFP number and restating the RFP request as a header in the proposal would be considered a clear reference.
 - 5.2.5. Proposal Submission: All proposals (both technical and cost) must be submitted to the Purchasing Division prior to the date and time listed in Section 2, Instructions to Vendors Submitting Bids as the bid opening date and time.

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SECTION 6: EVALUATION AND AWARD

6. Evaluation Process: Proposals will be evaluated in two parts by a committee of three (3) or more individuals. The first evaluation will be of the technical proposal and the second is an evaluation of the cost proposal. The Vendor who demonstrates that it meets all of the mandatory specifications required, attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract.

6.1. Evaluation Criteria: Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The technical evaluation will be based upon the point allocations designated below for a total of 70 of the 100 points. Cost represents 30 of the 100 total points.

Evaluation Point Allocation:

Project Goals and Proposed Approach (§ 4.2)

- Approach & Methodology to Goals/Objectives (§ 4.2.1) 55 Points Possible
- Part 1: Technology Service and Solution for Ethernet WAN, DIA and 4G/5G Services** 30 Points Possible
- Part 2: Vendor Ethernet WAN Services Migration Plan** 5 Points Possible
- Part 3: Service and Support for WAN and DIA and 4G/5G Services** 10 Points Possible
- Part 4: Security for WAN and DIA Services** 10 Points Possible
- Approach & Methodology to Compliance with Mandatory Project Requirements (§ 4.2.2) 5 Points Possible

Qualifications and experience (§ 4.3)

- Qualifications and Experience Generally (§ 4.3.1) 10 Points Possible

(Oral interview, if applicable) (§ 4.4) 0 Points Possible

Total Technical Score: 70 Points Possible

Total Cost Score: 30 Points Possible

Total Proposal Score: 100 Points Possible

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- 6.2. Technical Bid Opening:** At the technical bid opening, the Purchasing Division will open and announce the technical proposals received prior to the bid opening deadline. Once opened, the technical proposals will be provided to the Agency evaluation committee for technical evaluation.
- 6.3. Technical Evaluation:** The Agency evaluation committee will review the technical proposals, assign points where appropriate, and make a final written recommendation to the Purchasing Division.
- 6.4. Proposal Disqualification:**
- 6.4.1. Minimum Acceptable Score (“MAS”):** Vendors must score a minimum of 70% (49 points) of the total technical points possible in order to move past the technical evaluation and have their cost proposal evaluated. All vendor proposals not attaining the MAS will be disqualified.
- 6.4.2. Failure to Meet Mandatory Requirement:** Vendors must meet or exceed all mandatory requirements in order to move past the technical evaluation and have their cost proposals evaluated. Proposals failing to meet one or more mandatory requirements of the RFP will be disqualified.
- 6.5. Cost Bid Opening:** The Purchasing Division will schedule a date and time to publicly open and announce cost proposals after technical evaluation has been completed and the Purchasing Division has approved the technical recommendation of the evaluation committee. All cost bids received will be opened. Cost bids for disqualified proposals will be opened for record keeping purposes only and will not be evaluated or considered. Once opened, the cost proposals will be provided to the Agency evaluation committee for cost evaluation.

The Purchasing Division reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

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- 6.6. Cost Evaluation:** The Agency evaluation committee will review the cost proposals, assign points in accordance with the cost evaluation formula contained herein and make a final recommendation to the Purchasing Division.

Cost Evaluation Formula: Each cost proposal will have points assigned using the following formula for all Vendors not disqualified during the technical evaluation. The lowest cost of all proposals is divided by the cost of the proposal being evaluated to generate a cost score percentage. That percentage is then multiplied by the points attributable to the cost proposal to determine the number of points allocated to the cost proposal being evaluated.

Step 1: $\text{Lowest Cost of All Proposals} / \text{Cost of Proposal Being Evaluated} = \text{Cost Score Percentage}$

Step 2: $\text{Cost Score Percentage} \times \text{Points Allocated to Cost Proposal} = \text{Total Cost Score}$

Example:

Proposal 1 Cost is \$1,000,000

Proposal 2 Cost is \$1,100,000

Points Allocated to Cost Proposal is 30

Proposal 1: Step 1 – $\$1,000,000 / \$1,000,000 = \text{Cost Score Percentage of } 1 \text{ (100\%)}$
Step 2 – $1 \times 30 = \text{Total Cost Score of } 30$

Proposal 2: Step 1 – $\$1,000,000 / \$1,100,000 = \text{Cost Score Percentage of } 0.909091 \text{ (90.9091\%)}$
Step 2 – $0.909091 \times 30 = \text{Total Cost Score of } 27.27273$

- 6.7. Availability of Information:** Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §SA-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

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By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Lumos Networks LLC d/b/a Segra

(Company)


Dan Watts,
Chief Operating Officer

(Representative Name, Title)

Contact Phone: (803) 888-3106 / Fax Number: N/A

(Contact Phone/Fax Number)

10/13/2022

(Date)

Revised 07/01/2021

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Exhibit A: Pricing Page

Exhibit B - List of Sites

Street Address	Speed in MBPS
1 DEPOT ST, ROMNEY, WV 26757	10
1 DOT DR, MOUNDSVILLE, WV 26041	100
1 FREEDOMS WAY, CLARKSBURG, WV 26301	100
1 LOIS LN, GREENWOOD, WV 26415	50
1 LORY PL, JULIAN, WV 25529	20
1 MOUNTAINSIDE WAY, MOUNT OLIVE, WV 25185	100
1 O HANLAN PL, BARBOURSVILLE, WV 25504	10
1 O HANLAN PL, BARBOURSVILLE, WV 25504	50
1 PLAYERS CLUB DR, CHARLESTON, WV 25311	10
1 W VIRGINIA 97, MULLENS, WV 25882	10
1 WALDEN ROUSH WAY, POINT PLEASANT, WV 25550	10
10 MCJUNKIN RD, NITRO, WV 25143	300
100 COURT ST N, RIPLEY, WV 25271	20
100 DEE DR, CHARLESTON, WV 25311	100
100 MARKET PLACE MALL, WESTON, WV 26452	10
100 MUNICIPAL PLZ, WEIRTON, WV 26062	10
100 THORN CREEK RD, FRANKLIN, WV 26807	10
1000 CHAPLINE ST, WHEELING, WV 26003	20
1000 CONFERENCE CENTER DR, LOGAN, WV 25601	10
1001 ARMY RD, KINGWOOD, WV 26537	100
1001 CENTRE WAY, CHARLESTON, WV 25309	50
101 BEECH ST, GRAFTON, WV 26354	10
1012 KANAWHA BLVD E, CHARLESTON, WV 25301	10
1014 S RALEIGH ST, MARTINSBURG, WV 25401	20
1018 KANAWHA BLVD E, CHARLESTON, WV 25301	10
1019 PICKENS RD, PICKENS, WV 26230	5
102 3RD ST, LOGAN, WV 25601	10
102 N MAIN ST, KEYSER, WV 26726	10
1020 BROAD ST, SUMMERSVILLE, WV 26651	3
1023 N RANDOLPH AVE, ELKINS, WV 26241	10
1025 MAIN ST, WHEELING, WV 26003	10
1025 N RANDOLPH AVE, ELKINS, WV 26241	10
1027 N RANDOLPH AVE, ELKINS, WV 26241	50
1029 N RANDOLPH AVE, ELKINS, WV 26241	10
103 ACADEMY DR, GLENNVILLE, WV 26351	50
103 E MAIN ST, BRIDGEPORT, WV 26330	10
105 S EISENHOWER DR, BECKLEY, WV 25801	100
105 S RAILROAD ST, PHILIPPI, WV 26416	10
106 MARTIN DR, MOUNT HOPE, WV 25880	20
106 SAND MINE RD, BERKELEY SPRINGS, WV 25411	10
106B DEER VIEW DR, CHARLESTON, WV 25312	10
107 CAPITOL ST, CHARLESTON, WV 25301	100
107 DAVIS ST, ELKINS, WV 26241	10
107 E 4TH AVE, RANSON, WV 25438	10
107 PINECREST DR, BECKLEY, WV 25801	10
108 BACK VALLEY RD, LINDSIDE, WV 24951	10
108 LEE ST E, CHARLESTON, WV 25301	10
1081 COUNTRY CLUB RD, FAIRMONT, WV 26554	10
109 HCC BLVD, HUTTONSVILLE, WV 26273	100
109 TAVERN RD, MARTINSBURG, WV 25401	10
11 COMMERCE DR, WESTOVER, WV 26501	10
110 N MAIN ST, WEBSTER SPRINGS, WV 26288	20

110 N MAIN ST ,WEBSTER SPRINGS, WV 26288	10
110 PARK AVE, WELCH, WV 24801	10
110 STOCKTON ST, CHARLESTON, WV 25387	10
1101 GEORGE KOSTAS DR, LOGAN, WV 25601	300
1101 N RANDOLPH AVE, ELKINS, WV 26241	100
1106 RAILROAD ST, FARMINGTON, WV 26571	10
111 S EISENHOWER DR, BECKLEY, WV 25801	50
1110 RAILROAD ST, FARMINGTON, WV 26571	10
1116 SMITH ST ,CHARLESTON, WV 25301	10
112 NORTHERN REG CORRECTIONAL DR	50
1124 SMITH ST, CHARLESTON, WV 25301	500
11264 OHIO RIVER RD, WEST COLUMBIA, WV 25287	100
113 RANDOLPH ST, BECKLEY, WV 25801	5
1139 I 70 W, WHEELING, WV 26003	3
114 GRACE ST, DELBARTON, WV 25670	10
114 S HIGH ST, MORGANTOWN, WV 26501	10
115 AIKENS CTR, MARTINSBURG, WV 25404	10
115 CHURCH ST, SPENCER, WV 25276	10
11522 OHIO RIVER RD, WEST COLUMBIA, WV 25287	100
1159 NICK RAHALL GREENWAY, FAYETTEVILLE, WV	300
116 LIBERTY SQ, HURRICANE, WV 25526	10
1163 WILDLIFE RD, POINT PLEASANT, WV 25550	10
117 COURT ST N, RIPLEY, WV 25271	10
118 ADAMS ST, FAIRMONT, WV 26554	20
1186 N MILDRED ST, RANSON, WV 25438	10
119 RAILCROSS RD, CLARKSBURG, WV 26301	10
11923 CHARLESTON RD, RED HOUSE, WV 25168	5
120 WATER PLANT DR, MOOREFIELD, WV 26836	10
1200 AIRPORT RD, BEAVER, WV 25813	10
1200 HARRISON AVE, ELKINS, WV 26241	10
1201 DUNBAR AVE, DUNBAR, WV 25064	10
1201 GREENBRIER ST, CHARLESTON, WV 25311	100
1207 QUARRIER ST, CHARLESTON, WV 25301	20
1236 N STATE ROUTE 2, NEW MARTINSVILLE, WV 26155	20
1236 N STATE ROUTE 2, NEW MARTINSVILLE, WV 26155	50
124 COURT ST, ELIZABETH, WV 26143	20
124 MCGRAW ST, RIPLEY, WV 25271	10
1240 PAUL E MALONE RD, GRAFTON, WV 26354	10
1249 PRICHARD RD, PRICHARD, WV 25555	3
125 W MAIN ST, HARRISVILLE, WV 26362	10
12531 WINFIELD RD ,WINFIELD, WV 25213	20
1255 DYER HILL RD, SUTTON, WV 26601	50
1275 WARWOOD AVE, WHEELING, WV 26003	10
130 ACADEMY DR, DUNBAR, WV 25064	5
130 STRATTON ST, LOGAN, WV 25601	100
1300 GASTON CAPERTON DR, HOLDEN, WV 25625	50
1301 34TH ST, VIENNA, WV 26105	10
1301 OLD LEETOWN PIKE, KEARNEYSVILLE, WV 25430	10
131 HIGHLAND DR, WESTON, WV 26452	100
1317 HANSFORD ST, CHARLESTON, WV 25301	10
131A PENINSULA ST, WHEELING, WV 26003	50
1321 PLAZA E, CHARLESTON, WV 25301	100
1324 CHAPLINE ST, WHEELING, WV 26003	10
1325 COOK PKWY, OCEANA, WV 24870	10

13285 MOUNTAINEER DR, RIVERTON, WV 26814	5
1339 PLAZA E, CHARLESTON, WV 25301	10
1343 N PRESTON HWY ,KINGWOOD, WV 26537	10
1356 HANSFORD ST, CHARLESTON, WV 25301	50
137 PEACH CT, DANVILLE, WV 25053	10
1385 LOCUST AVE, FAIRMONT, WV 26554	10
14 COMMERCE DR, WESTOVER, WV 26501	50
140 SCHOOL ST, OAK HILL, WV 25901	5
1400 12TH ST, VIENNA, WV 26105	10
1400 VIRGINIA ST, OAK HILL, WV 25901	50
1406 KANAWHA ST ,POINT PLEASANT, WV 25550	10
1408 KANAWHA ST, POINT PLEASANT, WV 25550	10
141 FORESTRY CAMP RD, DAVIS, WV 26260	20
1411 N WALKER ST, PRINCETON, WV 24740	10
14115 N PRESTON HWY, BRUCETON MILLS, WV 26525	5
1415 EARL L CORE RD, MORGANTOWN, WV 26505	10
1439 MANSFIELD DR, PHILIPPI, WV 26416	5
144 JERRY LN, AUGUSTA, WV 26704	20
145 PILGRIM ST, INWOOD, WV 25428	10
146 STONEHOUSE RD, LEWISBURG, WV 24901	100
1471 WV HIGHWAY 5 E, GLENVILLE, WV 26351	10
148 MAPLEWOOD AVE, LEWISBURG, WV 24901	10
149 ROBERT C BYRD INDUSTRIAL PARK, MOOREFIELD,	10
1493 WV HIGHWAY 5 E, GLENVILLE, WV 26351	10
150 HOPEMONT DR, TERRA ALTA, WV 26764	20
150 ROBERT C. BYRD INDUSTRIAL PARK, MOOREFIELD,	10
1501 EOFF ST, WHEELING, WV 26003	50
151 ROBERT C BYRD INDUSTRIAL PARK, MOOREFIELD,	10
1513 HARRISON AVE, ELKINS, WV 26241	10
1520 WINCHESTER AVE, MARTINSBURG, WV 25405	10
1525 DECKERS CREEK BLVD, MORGANTOWN, WV 26505	10
153 W MAIN ST, CLARKSBURG, WV 26301	20
1530 NORWAY AVE, HUNTINGTON, WV 25705	100
156 RESOURCE LN, FOSTER, WV 25081	50
159 DAVIS ST, PRINCETON, WV 24739	10
15933 APPALACHIAN HWY, THOMAS, WV 26292	5
1600 HARPER RD, BECKLEY, WV 25801	10
162 ARKWRIGHT AVE, MORGANTOWN, WV 26505	1000
163 WILDLIFE RD, FRENCH CREEK, WV 26218	10
1655 S PLEASANTS HWY, SAINT MARYS, WV 26170	10
166 DOH LN, BERKELEY SPRINGS, WV 25411	10
167 11TH AVE, SOUTH CHARLESTON, WV 25303	100
16964 CACAPON RD, GREAT CACAPON, WV 25422	3
17 MCDOWELL ST, WELCH, WV 24801	10
1700 MACCORKLE AVE SE, CHARLESTON, WV 25314	50
1701 5TH AVE, CHARLESTON, WV 25387	20
1703 COONSKIN DR, CHARLESTON, WV 25311	20
1740 UNION CARBIDE DR, SOUTH CHARLESTON, WV	20
1767 BEARHOLE RD, PINEVILLE, WV 24874	20
18 N TORNADO WAY, KEYSER, WV 26726	10
180 ASSOCIATION DR, CHARLESTON, WV 25311	10
1822 MAIN ST E, OAK HILL, WV 25901	10
1824 MURDOCH AVE, PARKERSBURG, WV 26101	10
18351 VETERANS MEMORIAL HWY, KINGWOOD, WV	10

186 HOSPITAL DR, GRANTSVILLE, WV 26147	10
1867 ROCK CLIFF DR, MARTINSBURG, WV 25401	10
19 CIRCLE DR, LOGAN, WV 25601	3
19 PUTNAM VILLAGE DR, HURRICANE, WV 25526	10
1900 KANAWHA BLVD E, CHARLESTON, WV 25305	100
1900 KANAWHA BLVD E, CHARLESTON, WV 25305	100
1900 KANAWHA BLVD E, CHARLESTON, WV 25305	100
1900 KANAWHA BLVD E, CHARLESTON, WV 25305	1000
1900 KANAWHA BLVD E, CHARLESTON, WV 25305	100
1900 KANAWHA BLVD E, CHARLESTON, WV 25305	5000
1900 KANAWHA BLVD E, CHARLESTON, WV 25305	100
192 INDUSTRIAL PARK LN, BEECH BOTTOM, WV 26030	10
1948 WILTSHIRE RD, KEARNEYSVILLE, WV 25430	10
195 DAVIS ST, PRINCETON, WV 24739	10
195 DAVIS ST, PRINCETON, WV 24739	10
196 N TORNADO WAY, KEYSER, WV 26726	10
198 DAVIS ST, PRINCETON, WV 24739	10
1993 SMITHTON RD, WEST UNION, WV 26456	10
2 ARMORY WAY, SUMMERSVILLE, WV 26651	10
2 BROWN AVE, WESTON, WV 26452	10
2 O HANLAN PL, BARBOURSVILLE, WV 25504	20
200 ARLINGTON ST, CHELSEA, MA 02150-2375	500
200 DAVIS ST, PRINCETON, WV 24739	20
200 MAIN ST, SPENCER, WV 25276	10
200 N COURT ST, LEWISBURG, WV 24901	10
200 NEW RIVER TOWN CTR, BECKLEY, WV 25801	10
200 S VIKING WAY, MARTINSBURG, WV 25401	10
200 SAMARITAN DR, SHADY SPRING, WV 25918	10
200 STATE ST, MADISON, WV 25130	100
200 W MAIN ST, CLARKSBURG, WV 26301	10
2006 ROBERT C BYRD DR, BECKLEY, WV 25801	10
2006 TRAP SPRINGS RD, GRAFTON, WV 26354	50
2020 UNION CARBIDE DR, SOUTH CHARLESTON, WV	1000
203 DOH GARAGE RD, DANVILLE, WV 25053	10
203 E 3RD AVE, WILLIAMSON, WV 25661	10
203 KENOVA AVE, WAYNE, WV 25570	20
2031 PLEASANT VALLEY RD, FAIRMONT, WV 26554	50
206 SENIOR LN, PARSONS, WV 26287	10
209 MARION SQ, FAIRMONT, WV 26554	10
210 BROOKS ST, CHARLESTON, WV 25301	10
210 MAIN ST, MIDDLEBOURNE, WV 26149	10
211 6TH ST, PARKERSBURG, WV 26101	50
211 E 5TH AVE, RANSON, WV 25438	10
211 VALHALLA LN, MARLINTON, WV 24954	10
212 E MAIN ST, GLENVILLE, WV 26351	10
2120 NORTHWESTERN TPKE, BURLINGTON, WV 26710	100
213 KENMORE DR, DANVILLE, WV 25053	10
215 W MAIN ST, CLARKSBURG, WV 26301	10
22 HERBERT AVE, SMITHBURG, WV 26436	20
220 W MAIN ST, HARRISVILLE, WV 26362	10
222 PAYNE ST, HILLSBORO, WV 24946	50
222 S VIKING WAY, MARTINSBURG, WV 25401	10
22278 NORTHWESTERN PIKE, ROMNEY, WV 26757	10
22288 NORTHWESTERN PIKE, ROMNEY, WV 26757	10

22445 ALLEGHENY HWY, HARMAN, WV 26270	5
225 E 3RD AVE, WILLIAMSON, WV 25661	10
225 HOLIDAY HILLS DR, PARKERSBURG, WV 26104	50
2266 PENNSYLVANIA AVE, CHARLESTON, WV 25302	5
229 E MARTIN ST, MARTINSBURG, WV 25401	10
23 HOSPITAL DR, PETERSBURG, WV 26847	10
23 WABASH AVE, PHILIPPI, WV 26416	10
230 HEAVNER AVE, ELKINS, WV 26241	10
231 CAPITOL ST, CHARLESTON, WV 25301	10
2310 KANAWHA BLVD E, CHARLESTON, WV 25311	100
2311 OHIO AVE, PARKERSBURG, WV 26101	50
23236 GEORGE WASHINGTON HWY, AURORA, WV 26705	5
235 BARRETT ST, GRAFTON, WV 26354	10
239 COURT AVE, WESTON, WV 26452	10
239 WILLOW SPRING DR, CHARLES TOWN, WV 25414	10
24 RULAND RD, KEARNEYSVILLE, WV 25430	10
2403 FAIRLAWN AVE, DUNBAR, WV 25064	20
2403 FAIRLAWN AVE, DUNBAR, WV 25064	50
242 MAIN ST, CASS, WV 24927	10
245 POINT MOUNTAIN RD, VALLEY HEAD, WV 26294	5
2460 MURPHYS RUN RD, BRIDGEPORT, WV 26330	100
248 DUNHAM CUT RD, BELINGTON, WV 26250	5
24940 NORTHWESTERN PIKE, ROMNEY, WV 26757	10
24948 NORTHWESTERN PIKE, ROMNEY, WV 26757	10
24954 NORTHWESTERN PIKE, ROMNEY, WV 26757	10
25 BRUSH COUNTRY RD, MARLINTON, WV 24954	5
25 RED OAKS SHOPPING CTR, RONCEVERTE, WV 24970	3
2507 9TH AVE, PARKERSBURG, WV 26101	10
255 DEPOT ST, WESTON, WV 26452	10
257 N STATE ROUTE 2, NEW MARTINSVILLE, WV 26155	10
2619 PENNSYLVANIA AVE, WEIRTON, WV 26062	10
26452 EAST LYNN RD, WAYNE, WV 25570	20
26452 EAST LYNN RD, WAYNE, WV 25570	50
269 AIKENS CTR, MARTINSBURG, WV 25404	20
269 CHARLESTON RD, SPENCER, WV 25276	5
2699 PARK AVE, HUNTINGTON, WV 25704	100
270 MYLAN PARK LN, MORGANTOWN, WV 26501	50
2700 CHARLES AVE, DUNBAR, WV 25064	10
2800 WASHINGTON ST W, CHARLESTON, WV 25387	5
2807 JACKSON AVE, POINT PLEASANT, WV 25550	10
2807 JACKSON AVE, PT PLEASANT, WV 25550	10
281 TUNNEL HILL RD, SALEM, WV 26425	5
284 FACTORY ST, CLARKSBURG, WV 26301	10
2850 5TH AVE, HUNTINGTON, WV 25702	10
286 BLUE PRINCE RD, BLUEFIELD, WV 24701	10
2880 N PLEASANTS HWY, SAINT MARYS, WV 26170	100
2935 COMMERCE ST, WELLSBURG, WV 26070	5
295 SKIDMORE LN, SUTTON, WV 26601	10
2959 US ROUTE 52, HANOVER, WV 26839	5
299 CONFEDERATE RD, FRANKLIN, WV 26807	10
300 CAPITOL ST, CHARLESTON, WV 25301	10
300 LAKEVIEW CTR, PARKERSBURG, WV 26101	100
300 TECHNOLOGY DR, SOUTH CHARLESTON, WV 25309	5
301 AMBROSE LN, PRINCETON, WV 24739	5

301 EAGLE MOUNTAIN RD, CHARLESTON, WV 25311	10
304 SCOTT AVE, MORGANTOWN, WV 26508	10
3100 16TH STREET RD, HUNTINGTON, WV 25701	10
312 3RD AVE, HINTON, WV 25951	10
313 ANTHONY CENTER RD, WHITE SULPHUR SPRINGS,	50
3134 AMMA RD, AMMA, WV 25005	5
314 FAYETTE PIKE, MONTGOMERY, WV 25136	100
315 N OHIO AVE, CLARKSBURG, WV 26301	3
316 HOWARD AVE, MULLENS, WV 25882	10
316 MAPLEWOOD AVE, LEWISBURG, WV 24901	50
32 RANDOLPH AVE, ELKINS, WV 26241	10
320 ADAMS ST, FAIRMONT, WV 26554	10
320 SUMMERS ST, HINTON, WV 25951	10
321 MARKET ST, SPENCER, WV 25276	10
322 70TH ST SE, CHARLESTON, WV 25304	3
3225 ROBERT C BYRD DR, BECKLEY, WV 25801	10
32353 VETERANS MEMORIAL HWY, TERRA ALTA, WV	5
324 4TH AVE, SOUTH CHARLESTON, WV 25303	100
326 CENTRAL AVE, WAYNE, WV 25570	5
3266 WINFIELD RD, WINFIELD, WV 25213	10
3293 JEFFERSON ST N, LEWISBURG, WV 24901	10
33 MOUNTAINHEART LN, MATHENY, WV 24860	10
33 SOUTHFORK PLAZA DR, BUCKHANNON, WV 26201	10
330 HARPER PARK DR, BECKLEY, WV 25801	20
330 RED OAKS SHOPPING CTR, RONCEVERTE, WV 24970	20
34 AUCTION LN, BUCKHANNON, WV 26201	20
34 STATE HL, CAPON BRIDGE, WV 26743	5
3405 WINFIELD RD, WINFIELD, WV 25213	10
350 CAPITOL ST, CHARLESTON, WV 25301	300
3549 MAIN ST, WEIRTON, WV 26062	10
355 DOLAN DR, AUGUSTA, WV 26704	20
3554 TEAYS VALLEY RD, HURRICANE, WV 25526	10
357 WALNUT ST, HAMLIN, WV 25523	10
357 WALNUT ST, HAMLIN, WV 25523	10
36 ALLENS FORK RD, SISSONVILLE, WV 25320	5
360 OLD ROUTE 73, BRUCETON MILLS, WV 26525	5
367 GUS R DOUGLASS LN, CHARLESTON, WV 25312	20
3708 SUTTON LN, SUTTON, WV 26601	50
3772 TEAYS VALLEY RD, HURRICANE, WV 25526	5
378 MAIN ST, GRANTSVILLE, WV 26147	10
38 GRAPEVINE RD, MARTINSBURG, WV 25405	50
38 SEVERNA PKWY MARTINSBURG, WV 25403	10
3870 NATIONAL RD, TRIADELPHIA, WV 26059	10
397 MID ATLANTIC PKWY, MARTINSBURG, WV 25404	50
40 14TH ST, WHEELING, WV 26003	10
40 COMMERCE DR, WESTOVER, WV 26501	50
400 5TH ST, PARKERSBURG, WV 26101	20
400 ABBEY RD, BELINGTON, WV 26250	50
400 TELETECH DR, MOUNDSVILLE, WV 26041	50
401 2ND ST, PARKERSBURG, WV 26101	10
401 GUFFEY ST, FAIRMONT, WV 26554	10
404 MAIN ST, POINT PLEASANT, WV 25550	10
405 CAPITOL ST, CHARLESTON, WV 25301	10
407 NEVILLE ST, BECKLEY, WV 25801	50

408 ALEXANDER ST, CEDAR GROVE, WV 25039	10
408 EB SAUNDERS WAY, CLARKSBURG, WV 26301	10
408 LEON SULLIVAN WAY, CHARLESTON, WV 25301	20
409 VIRGINIA ST E, CHARLESTON, WV 25301	100
409 WOOD MOUNTAIN RD, GLEN JEAN, WV 25846	10
410 S MAIN ST, MOOREFIELD, WV 26836	10
416 ADAMS ST, FAIRMONT, WV 26554	100
4188 WASHINGTON ST W, CHARLESTON, WV 25313	10
4190 WASHINGTON ST W, CHARLESTON, WV 25313	100
428 MAIN ST, LOGAN, WV 25601	10
4285 CEDAR LAKES DR, RIPLEY, WV 25271	10
430 S 2ND AVE, PADEN CITY, WV 26159	10
431 RUNNING RIGHT WAY, JULIAN, WV 25529	100
4319 DENMAR RD, HILLSBORO, WV 24946	50
433 MID ATLANTIC PKWY, MARTINSBURG, WV 25404	100
4476 TRIPLETT RIDGE RD, CLAY, WV 25043	50
4496 CEDAR LAKES DR, RIPLEY, WV 25271	10
45 18TH ST, WHEELING, WV 26003	10
450 S 1ST AVE, PADEN CITY, WV 26159	10
452 MAIN ST, CLAY, WV 25043	10
453 VAN VOORHIS RD, MORGANTOWN, WV 26505	50
454 MCDOWELL ST, WELCH, WV 24801	50
454 MCDOWELL ST, WELCH, WV 24801	100
467 MAIN ST, MADISON, WV 25130	10
47 SCHOOL ST, PHILIPPI, WV 26416	300
4701 MACCORKLE AVE SE, CHARLESTON, WV 25304	10
4720 BRENDA LN, CHARLESTON, WV 25312	100
4752 CHIMNEY DR, CHARLESTON, WV 25302	10
4757 POTOMAC HIGHLANDS TRL, GREEN BANK, WV	50
489 MID ATLANTIC PKWY, MARTINSBURG, WV 25404	10
49 HAWKS NEST PARK RD, ANSTED, WV 25812	10
49 MATTALIANO DR, PHILIPPI, WV 26416	10
493 MUD LICK RD, BUCKHANNON, WV 26201	10
4947 ELK GARDEN HWY, ELK GARDEN, WV 26717	5
4994 ELK RIVER RD S, ELKVIEW, WV 25071	10
4994 ELK RIVER RD S, ELKVIEW, WV 25071	50
50 COURT ST, WELCH, WV 24801	10
500 QUARRIER ST, CHARLESTON, WV 25301	10
500 SUMMERS ST, CHARLESTON, WV 25301	1000
500 TELETECH DR, MOUNDSVILLE, WV 26041	10
5000 GREENBAG RD, MORGANTOWN, WV 26501	10
502 EAGLE MOUNTAIN RD, CHARLESTON, WV 25311	10
505 CAPITOL ST, CHARLESTON, WV 25301	10
512 WATER ST, BARBOURSVILLE, WV 25504	10
515 CENTRAL AVE, CHARLESTON, WV 25302	10
5187 US ROUTE 60, HUNTINGTON, WV 25705	10
5205 HUSKY HWY, MANNINGTON, WV 26582	5
5206 GAULEY TPKE ,HEATERS, WV 26627	5
53 KIESS DR, PETERSBURG, WV 26847	10
532 PENNSYLVANIA AVE, FAIRMONT, WV 26554	10
535 NORTH ST, UNION, WV 24983	10
537 ENTERPRISE DR, GASSAWAY, WV 26624	10
540 N JEFFERSON ST, LEWISBURG, WV 24901	10
541 HARLEY O STAGGERS DR, KEYSER, WV 26726	10

549 MALL RD, OAK HILL, WV 25901	10
550 INDUSTRIAL DR, OAK HILL, WV 25901	10
56 DOH DR, ROMNEY, WV 26757	10
56 PICKENS GRADE RD ,HACKER VALLEY, WV 26222	5
5707 MACCORKLE AVE SE, CHARLESTON, WV 25304	300
5900 GUYAN RIVER RD, BARBOURSVILLE, WV 25504	10
60 MANFRED HOLLAND WAY ,DUNBAR, WV 25064	20
60 PENNSYLVANIA ST, WEST UNION, WV 26456	10
600 7TH ST, MOUNDSVILLE, WV 26041	1000
600 CHURCH ST S, RIPLEY, WV 25271	10
605 CHERRY ST, SAINT MARYS, WV 26170	10
60B MOOREFIELD INDUSTRIAL PARK ,MOOREFIELD, WV	20
611 7TH AVE, HUNTINGTON, WV 25701	10
619 VIRGINIA ST W, CHARLESTON, WV 25302	100
62 REGAL CT, BERKELEY SPRINGS, WV 25411	10
6200 US ROUTE 60 E, BARBOURSVILLE, WV 25504	5
624 DEPOT ST, PARKERSBURG, WV 26101	100
627 LUBECK AVE, PARKERSBURG, WV 26101	10
6402 WEBSTER RD, COWEN, WV 26206	5
641 N STATE ROUTE 2, NEW MARTINSVILLE, WV 26155	5
67 N TORNADO WAY, KEYSER, WV 26726	10
677 RIPLEY RD, SPENCER, WV 25276	10
69 16TH ST, WHEELING, WV 26003	20
7 INDUSTRIAL BLVD, INDUSTRIAL, WV 26426	50
7 PLAYERS CLUB DR, CHARLESTON, WV 25311	100
701 22ND ST, POINT PLEASANT, WV 25550	10
703 7TH AVE, HUNTINGTON, WV 25701	20
707 PROFESSIONAL PARK DR, SUMMERSVILLE, WV	50
71 WAYNE ST, FORT GAY, WV 25514	10
712 N MAIN ST, MOOREFIELD, WV 26836	10
714 WELLS ST, SISTERSVILLE, WV 26175	10
731 ELLENBORO RD, HARRISVILLE, WV 26362	5
738 WARD RD, ELKINS, WV 26241	10
738 WARD RD, ELKINS, WV 26241	10
750 5TH AVE, HUNTINGTON, WV 25701	10
7619 S CALHOUN HWY, MILLSTONE, WV 25261	5
765 JEFFERSON ST S, LEWISBURG, WV 24901	10
768 BRUSHY FORK RD, BUCKHANNON, WV 26201	10
795 VIRGINIA AVE, WELCH, WV 24801	50
80 N MAIN ST, WEBSTER SPRINGS, WV 26288	10
800 NEW RIVER TOWN CTR, BECKLEY, WV 25801	10
801 MADISON AVE, HUNTINGTON, WV 25704	100
8051 BLOOMERY PIKE, SLANESVILLE, WV 25444	3
808 B ST, SAINT ALBANS, WV 25177	10
812 QUARRIER ST, CHARLESTON, WV 25301	100
8174 OLD LOGAN RD, CHAPMANVILLE, WV 25508	10
818 CACAPON LODGE DR, BERKELEY SPGS, WV 25411	10
819 3RD AVE, MARLINTON, WV 24954	10
82 EMERGENCY DR, NEW CUMBERLAND, WV 26047	10
82 FFA DR, RIPLEY, WV 25271	50
8209 COURT AVE, HAMLIN, WV 25523	10
83 BRUSHY FORK RD, BUCKHANNON, WV 26201	100
830 NORTHSIDE DR, SUMMERSVILLE, WV 26651	10
830 VIRGINIA AVE, WELCH, WV 24801	10

836 LUNICE CREEK HWY, PETERSBURG, WV 26847	10
837 CHESTNUT RIDGE RD, MORGANTOWN, WV 26505	1000
8388 MARSHALL HWY, RAYSAL, WV 24879	3
840 VIRGINIA AVE, WELCH, WV 24801	10
843 SHELTER RD, PRINCETON, WV 24739	20
848 NORTHSIDE DR, SUMMERSVILLE, WV 26651	10
85 INDUSTRIAL DR, GRANTSVILLE, WV 26147	20
851 N STREETCAR WAY, MOUNT CLARE, WV 26408	5
852 NORTHSIDE DR, SUMMERSVILLE, WV 26651	10
8581 UNION HWY, MOUNT STORM, WV 26739	5
875 SWEET SPRINGS VLY RD, UNION, WV 24983	5
878 E MAIN ST, MILTON, WV 25541	20
88 SENIOR SQ, ELIZABETH, WV 26143	10
888 BURNSVILLE RD, BURNSVILLE, WV 26335	5
89 RICHARD D MINNICH DR, SUTTON, WV 26601	100
89 RICHARD D MINNICH DR, SUTTON, WV 26601	1000
900 EMMETT ROUSCH DR, MARTINSBURG, WV 25401	20
900 PENNSYLVANIA AVE, CHARLESTON, WV 25302	300
901 8TH ST, MOUNDSVILLE, WV 26041	10
901 SHELTER RD, PRINCETON, WV 24739	10
904 OLD FRAME RD, ELKVIEW, WV 25071	5
907 MISSION DR, PARKERSBURG, WV 26101	20
908 BULLITT ST, CHARLESTON, WV 25301	100
91 ARNOLD RD, WESTON, WV 26452	10
92 MCDOWELL ST, WELCH, WV 24801	10
9209 SENECA TRL, PARSONS, WV 26287	10
9288 COAL RIVER RD, SETH, WV 25181	5
9346 SENECA TRL, PARSONS, WV 26287	20
936 SHARPE HOSPITAL RD, WESTON, WV 26452	100
937 US HIGHWAY 19 S, WESTON, WV 26452	10
9390 RIVER RD, MULLENS, WV 25882	5
94 GRAPEVINE RD, MARTINSBURG, WV 25405	10
94 MAIN ST, CLAY, WV 25043	20
9407 SENECA TRL, MILL CREEK, WV 26280	5
95 GOSHEN RD, MORGANTOWN, WV 26508	5
956 YATES AVE, GRAFTON, WV 26354	3
980 ALTMAN AVE, PARKERSBURG, WV 26104	100



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

State of West Virginia
 Centralized Request for Proposals
 Info Technology

Proc Folder: 1111127			Reason for Modification: Addendum #1 to provide additional information related to the specifications.
Doc Description: Addendum #1 Statewide Contract for Data Transport Services			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-10-07	2022-10-13 13:30	CRFP 0212 SWC2300000001	2

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 PURCHASING DIVISION
 2019 WASHINGTON ST E
 CHARLESTON WV 25305
 US

VENDOR

Vendor Customer Code:
Vendor Name :
Address :
Street :
City :
State : **Country :** **Zip :**
Principal Contact :
Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER

Jessica L Hovanec
 304-558-2314
 jessica.l.hovanec@wv.gov

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

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

ADDITIONAL INFORMATION

Addendum #1 to provide additional information related to the specifications.

The West Virginia Purchasing Division is soliciting responses on behalf of the West Virginia Office of Technology (WVOT) to provide statewide Wide Area Network (WAN) services that will be utilized by the WVOT and other Statewide agencies, per the specifications and terms and conditions as attached hereto.

****ONLINE SUBMISSIONS FOR THIS REQUEST FOR PROPOSAL (RFP) ARE PROHIBITED****

****ADDITIONALLY, the Vendor should clearly separate and identify the cost proposal from the technical proposal in a separately sealed envelope.****

INVOICE TO			SHIP TO		
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER		
No City US	WV	99999	No City US	WV	99999

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
1	Telecom/Data Transport Services - See Pricing Page	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81161700			

Extended Description:

Telecom/Data Transport Services - See Pricing Page

SCHEDULE OF EVENTS

Line	Event	Event Date
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SOLICITATION NUMBER: CRFP SWC2300000001
Addendum Number: 1

The purpose of this addendum is to modify the solicitation identified as CRFP SWC2300000001 (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

- 1) **To provide additional information related to the Specifications**

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

Terms and Conditions:

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

CRFP SWC2300000001 Addendum #1
Additional Information related to the Specifications

- 1) The Vendor will provide Internet 2 access.
- 2) DDoS is required for the DIA circuits.
- 3) DIA circuits should be capable of fully supporting BGP.
- 4) All sites have to be priced for circuits from 5Mbps to 40 Gbps.
- 5) Vendor will be responsible for providing all required hardware to deliver the requested wireless service.



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

State of West Virginia
 Centralized Request for Proposals
 Info Technology

Proc Folder: 1111127			Reason for Modification: Addendum #2 to modify the Terms and Conditions
Doc Description: Addendum #2 Statewide Contract for Data Transport Services			
Proc Type: Statewide MA (Open End)			
Date Issued	Solicitation Closes	Solicitation No	Version
2022-10-12	2022-10-13 13:30	CRFP 0212 SWC2300000001	3

BID RECEIVING LOCATION

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

VENDOR

Vendor Customer Code:

Vendor Name :

Address :

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City :

State : **Country :** **Zip :**

Principal Contact :

Vendor Contact Phone: **Extension:**

FOR INFORMATION CONTACT THE BUYER
 Jessica L Hovanec
 304-558-2314
 jessica.l.hovanec@wv.gov

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

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

ADDITIONAL INFORMATION

Addendum #2 to modify the Terms and Conditions.

The West Virginia Purchasing Division is soliciting responses on behalf of the West Virginia Office of Technology (WVOT) to provide statewide Wide Area Network (WAN) services that will be utilized by the WVOT and other Statewide agencies, per the specifications and terms and conditions as attached hereto.

****ONLINE SUBMISSIONS FOR THIS REQUEST FOR PROPOSAL (RFP) ARE PROHIBITED****

****ADDITIONALLY, the Vendor should clearly separate and identify the cost proposal from the technical proposal in a separately sealed envelope.****

INVOICE TO			SHIP TO		
ALL STATE AGENCIES VARIOUS LOCATIONS AS INDICATED BY ORDER			STATE OF WEST VIRGINIA VARIOUS LOCATIONS AS INDICATED BY ORDER		
No City US	WV	99999	No City US	WV	99999

Line	Comm Ln Desc	Qty	Unit of Measure	Unit Price	Total Price
1	Telecom/Data Transport Services - See Pricing Page	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
81161700			

Extended Description:

Telecom/Data Transport Services - See Pricing Page

SCHEDULE OF EVENTS

Line	Event	Event Date
------	-------	------------

SOLICITATION NUMBER: CRFP SWC2300000001
Addendum Number: 2

The purpose of this addendum is to modify the solicitation identified as CRFP SWC2300000001 (“Solicitation”) to reflect the change(s) identified and described below.

Applicable Addendum Category:

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

Description of Modification to Solicitation:

- 1) **To modify Terms and Conditions**

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

Terms and Conditions:

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

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFP SWC230000001

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

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

Addendum Numbers Received:

(Check the box next to each addendum received)

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

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Lumos Networks LLC d/b/a Segra

Company



Authorized Signature

10/12/2022

Date

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

CRFP SWC2300000001 Addendum #2
Terms and Conditions Modification

1) Term 36. INDEMNIFICATION, is withdrawn from this Solicitation. This is located on page 21 of the solicitation documents.

EXHIBIT A - PRICING PAGE

The quantities indicated below (Column B) are the best estimate of network inventory near the time of release. If the inventory changed after data capture or was missed during the data capture, it does not change the evaluation. The evaluation will be based on the quantities represented in this section. Vendors must provide costs for each Service, including \$0 if applicable. If there were not any current installations of a circuit type being requested under this RFP, it was represented with a quantity of 1 for evaluation purposes. If a current circuit type was not being requested under this RFP, it was not included in this evaluation, but was left in the inventory for vendor reference regarding a potential installation site. Column D is calculated by multiplying twelve (12) months by Column B and Column C. Column F is calculated by multiplying Column B and Column E to show the total cost for Non-Recurring. Column G is calculated by adding Column D and Column F to show the total cost for both Annual and Non-recurring costs.

A	B	C	D	E	F	G
Description of Service	Qty	Monthly Recurring Cost (MRC) - Vendor Response	Annual Cost - Calculated (12 * B * C)	Non-Recurring Cost (NRC) - Vendor Response	Total NRC - Calculated (B * E)	Total Cost - Calculated (D + F)
Ethernet WAN Service 5Mbps		\$218.00				
Ethernet WAN Service 10Mbps		\$218.00				
Ethernet WAN Service 25Mbps		\$235.00	*			
Ethernet WAN Service 50Mbps		\$320.00				
Ethernet WAN Service 100Mbps		\$375.00				
Ethernet WAN Service 200Mbps		\$485.00				
Ethernet WAN Service 300Mbps		\$505.00				
Ethernet WAN Service 500Mbps		\$555.00				
Ethernet WAN Service 1Gbps		\$739.00				
Ethernet WAN Service 2Gbps		\$1,290.00				
Ethernet WAN Service 3Gbps		\$1,765.00				
Ethernet WAN Service 5Gbps		\$2,600.00				
Ethernet WAN Service 7Gbps		\$2,950.00				
Ethernet WAN Service 10Gbps		\$2,950.00				
Ethernet WAN Service 20Gbps		\$3,450.00				
Ethernet WAN Service 40Gbps		\$7,495.00				

SD-WAN enabled Ethernet WAN Service 5Mbps	\$290.00			
SD-WAN enabled Ethernet WAN Service 10Mbps	\$290.00			
SD-WAN enabled Ethernet WAN Service 25Mbps	\$307.00			
SD-WAN enabled Ethernet WAN Service 50Mbps	\$425.00			
SD-WAN enabled Ethernet WAN Service 100Mbps	\$490.00			
SD-WAN enabled Ethernet WAN Service 200Mbps	\$610.00			
SD-WAN enabled Ethernet WAN Service 300Mbps	\$675.00			
SD-WAN enabled Ethernet WAN Service 500Mbps	\$740.00			
SD-WAN enabled Ethernet WAN Service 1Gbps	\$924.00			
SD-WAN enabled Ethernet WAN Service 2Gbps	\$1,575.00			
SD-WAN enabled Ethernet WAN Service 3Gbps	\$2,100.00			
SD-WAN enabled Ethernet WAN Service 5Gbps	\$2,985.00			
<hr/>				
Dedicated Internet Access 50Mbps	\$157.00			
Dedicated Internet Access 100Mbps	\$177.00			
Dedicated Internet Access 500Mbps	\$385.00			
Dedicated Internet Access 1Gbps	\$425.00			
Dedicated Internet Access 2Gbps	\$1,390.00			
Dedicated Internet Access 5Gbps	\$3,100.00			
Dedicated Internet Access 10Gbps	\$4,022.00			
Dedicated Internet Access 25Gbps	\$8,200.00			
Dedicated Internet Access 40Gbps	\$12,500.00			
<hr/>				
4G/5G Wireless Service <i>(Unlimited Data, no data throttling)</i>	\$85.00			

Leased Router (5mbps Service)			\$72.00						
Leased Router (10mbps Service)			\$72.00						
Leased Router (25mbps Service)			\$72.00						
Leased Router (50mbps Service)			\$105.00						
Leased Router (100mbps Service)			\$115.00						
Leased Router (200mbps Service)			\$125.00						
Leased Router (300mbps Service)			\$170.00						
Leased Router (500mbps Service)			\$185.00						
Leased Router (1 Gbps Service)			\$185.00						
Leased Router (2Gbps Service)			\$285.00						
Leased Router (3Gbps Service)			\$335.00						
Leased Router (5Gbps Service)			\$385.00						
Leased Router (7Gbps Service)			\$600.00						
Leased Router (10Gbps Service)			\$600.00						
Leased Router (20Gbps Service)			\$1,100.00						
Leased Router (40Gbps Service)			\$2,500.00						
Managed Internet Service (50Mbps)			\$450.00						
Managed Internet Service (100Mbps)			\$510.00						
Managed Internet Service (500Mbps)			\$940.00						
Managed Internet Service (1Gbps)			\$1,125.00						
Managed Internet Service (2Gbps)			\$1,790.00						
Managed Internet Service (5Gbps)			\$3,650.00						
Managed Internet Service (10Gbps)			\$5,272.00						
Managed Internet Service (40Gbps)			\$16,800.00						
Total Annual Costs and Non-Recurring Costs			\$105,445.00						
Miscellaneous Costs and Information									
Extension of Circuit demarcation	Vendor (Y or N)	Provided by	Hourly Rate	Estimate of Hours	Total Cost				
		Subcontractor (Y or N)	\$ 75.00						
Expedite Charge			\$ 100.00			Estimate of Request	Total Cost		
Overall Cost Summary									
Total Annual Costs and Non-Recurring Costs									
Extension of Circuit demarcation									
Expedite Charge									
Total Cost for Evaluation									